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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(D)
of the Securities Exchange Act OF 1934

Date of Report (Date of earliest event reported): October 12, 2020

CHURCHILL CAPITAL CORP II
(Exact name of registrant as specified in its charter)

	Delaware **(State or other jurisdiction of incorporation)**	
001-38960 (Commission File No.)		**83-4388331** (IRS Employer Identification No.)
640 Fifth Avenue, 12th Floor **New York, NY** (Address of principal executive offices)		**10019** (Zip Code)

(212) 380-7500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units, each consisting of one share of Class A common stock, $0.0001 par value, and one-third of one warrant	**CCX.U**	**New York Stock Exchange**
Shares of Class A common stock	**CCX**	**New York Stock Exchange**
Warrants included as part of the units	**CCX WS**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

Skillsoft Merger Agreement

On October 12, 2020, Churchill Capital Corp II, a Delaware corporation ("Churchill"), entered into an Agreement and Plan of Merger (the "Skillsoft Merger Agreement") by and between Churchill 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 ("Skillsoft").

Pursuant to the terms of the Skillsoft Merger Agreement, a business combination between Churchill and Skillsoft will be effected through the merger of Skillsoft with and into Churchill, with Churchill surviving as the surviving company (the "Skillsoft Merger"). At the effective time of the Skillsoft Merger (the "Effective Time"), (a) each Class A share of Skillsoft, with nominal value of $0.01 per share ("Skillsoft Class A Shares"), outstanding immediately prior to the Effective Time, will be automatically canceled and Churchill will issue as consideration therefor (i) such number of shares of Churchill's Class A common stock, par value $0.0001 per share (the "Churchill Class A Common Stock") equal to the Class A First Lien Exchange Ratio (as defined in the Skillsoft Merger Agreement), and (ii) Churchill's Class C common stock, par value $0.0001 per share (the "Churchill Class C Common Stock"), equal to the Class C Exchange Ratio (as defined in the Skillsoft Merger Agreement), and (b) each Class B share of Skillsoft, with nominal value of $0.01 per share ("Skillsoft Class B Shares"), will be automatically canceled and Churchill will issue as consideration therefor such number of shares of Churchill Class A common stock equal to the Per Class B Share Merger Consideration (as defined in the Skillsoft Merger Agreement). Pursuant to the terms of the Skillsoft Merger Agreement, Churchill is required to use commercially reasonable efforts to cause the Churchill Class A Common Stock to be issued in connection with the transactions contemplated by the Skillsoft Merger Agreement (the "Skillsoft Transactions") to be listed on the New York Stock Exchange ("NYSE") prior to the closing of the Skillsoft Merger (the "Skillsoft Closing"). Immediately following the Effective Time, Churchill will redeem all of the shares of Class C Common Stock issued to the holders of Skillsoft Class A Shares for an aggregate redemption price of (i) $505,000,000 in cash and (ii) indebtedness under the Existing Second Out Credit Agreement (as defined in the Skillsoft Merger Agreement), as amended by the Existing Second Out Credit Agreement Amendment (as defined in the Skillsoft Merger Agreement), in the aggregate principal amount equal to the sum of $20,000,000 to be issued by the Surviving Corporation (as defined in the Skillsoft Merger Agreement) or one of its subsidiaries, in each case, *pro rata* among the holders of Churchill Class C Common Stock issued in connection with the Skillsoft Merger.

The consummation of the proposed Skillsoft Transactions is subject to the receipt of the requisite approval of (i) the stockholders of Churchill (the "Churchill Stockholder Approval") and (ii) the shareholders of Skillsoft (the "Skillsoft Shareholder Approval") and the fulfillment of certain other conditions (see Conditions to Closing below).

Representations and Warranties

The Skillsoft Merger Agreement contains customary representations and warranties of the parties thereto with respect to, among other things, (i) entity organization, formation and authority, (ii) capital structure, (iii) authorization to enter into the Skillsoft Merger Agreement, (iv) licenses and permits, (v) taxes, (vi) financial information, (vii) real property, (viii) material contracts, (ix) title to assets, (x) absence of changes, (xi) employee matters, (xii) compliance with laws, (xiii) litigation, (xiv) transactions with affiliates, (xv) regulatory matters and (xvi) intellectual property.

Covenants

The Skillsoft Merger Agreement includes customary covenants of the parties with respect to operation of the business prior to consummation of the Skillsoft Transactions and efforts to satisfy conditions to consummation of the Skillsoft Transactions. The Skillsoft Merger Agreement also contains additional covenants of the parties, including, among others, (i) covenants providing for Churchill and Skillsoft to use efforts to obtain all necessary regulatory approvals subject to certain limits set forth in the Skillsoft Merger Agreement, (ii) covenants providing for Churchill to use reasonable best efforts to prepare, and Skillsoft to cooperate in the preparation of, a Registration Statement on Form S-4, which shall include the Joint Proxy Statement/Prospectus (as defined in the Skillsoft Merger Agreement), that is required to be filed in connection with the Skillsoft Transactions and (iii) a covenant providing for Skillsoft to use reasonable best efforts to obtain any Debt Amendment (as defined in the Skillsoft Merger Agreement) requested by Churchill to address certain potential changes in Skillsoft's corporate structure.

Skillsoft Incentive Equity Plan

Prior to the Skillsoft Closing, Churchill will adopt the Incentive Equity Plan (as defined in the Skillsoft Merger Agreement) subject to the receipt of the Churchill Stockholder Approval in respect thereto.

Skillsoft Exclusivity Restrictions

Except as expressly permitted by the Skillsoft Merger Agreement, from the date of the Skillsoft Merger Agreement to the Effective Time or, if earlier, the valid termination of the Skillsoft Merger Agreement in accordance with its terms, Skillsoft has agreed not to, among other things, (i) solicit inquiries for, make, negotiate, offer or enter into proposals or definitive agreements with any third-party other than Churchill with respect to Skillsoft's recapitalization, refinancing, merger or similar transaction (an "Alternative Proposal") or (ii) initiate any discussions with or provide any non-public information to any third-party that would encourage, facilitate or further any effort to make or implement an Alternative Proposal.

Churchill Exclusivity Restrictions

From the date of the Skillsoft Merger Agreement to the Effective Time or, if earlier, the valid termination of the Skillsoft Merger Agreement in accordance with its terms, Churchill has agreed not to solicit, initiate, continue or engage in discussions or negotiations with, or enter into any agreement with, or encourage, respond, provide information to or commence due diligence with respect to, any person or entity (other than Skillsoft, its subsidiaries, affiliates and representatives), concerning, relating to or which is intended or is reasonably likely to give rise to or result in (x) any Initial Business Combination (as defined in the Skillsoft Merger Agreement) or (y) any other Business Combination (as defined in the Skillsoft Merger Agreement) that would reasonably be expected to (i) adversely impact the ability of either Churchill or Skillsoft to consummate the Skillsoft Transactions, (ii) delay the consummation of the Skillsoft Transactions by more than 10 business days or (iii) violate or otherwise breach Churchill's interim operating covenants under the Skillsoft Merger Agreement. For any Business Combination that Churchill is permitted to pursue under the terms and conditions of the Skillsoft Merger Agreement, Churchill must provide Skillsoft with written notice at least two business days prior to its or any of its subsidiary's entry into any definitive agreement in connection therewith.

Churchill Change in Recommendation

Churchill is required to include in the Joint Proxy Statement/Prospectus the recommendation of Churchill's board of directors (the "Board") to Churchill's stockholders that they approve the Proposals (as defined in the Skillsoft Merger Agreement) relating to the Skillsoft Transactions (the "Churchill Board Recommendation"). Churchill is permitted to change the Churchill Board Recommendation (such change, a "change in recommendation") if it determines, in good faith, after consultation with its outside legal counsel, that the failure to make such a change in recommendation would be inconsistent with its fiduciary duties under applicable law.

Conditions to Closing

The consummation of the Skillsoft Merger is conditioned upon, among other things, (i) receipt of the Churchill Stockholder Approval (other than with respect to the Director Election Proposal (as defined in the Skillsoft Merger Agreement) and other proposals not explicitly described in the Skillsoft Merger Agreement but that Skillsoft and Churchill agree to be reasonably necessary or appropriate in connection with the Skillsoft Merger (such proposals, the "Excluded Proposals"), (ii) receipt of the Skillsoft Shareholder Approval, (iii) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (iv) the absence of any governmental order prohibiting the consummation of the Skillsoft Transactions, (v) the completion of the redemption offer in relation to Churchill Class A Common Stock in accordance with the terms of the Skillsoft Merger Agreement and the Joint Proxy Statement/Prospectus (the "Redemption Offer"), (vi) Churchill having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) remaining after the Redemption Offer is completed, (vii) the receipt of the approval for listing by the New York Stock Exchange of the Churchill Class A Common Stock to be issued in connection with the Skillsoft Transactions, (viii) the amount of Available Closing Date Cash (as defined in the Skillsoft Merger Agreement) being equal to or exceeding $644,000,000, (ix) the delivery of an auditor's report by PKF Audit & Conseil S.à r.l. in accordance with Article 1021-6 of the Luxembourg Companies' Law (as defined in the Skillsoft Merger Agreement), (x) effectiveness of the Registration Statement (as defined in the Skillsoft Merger Agreement) and absence of a stop order by the SEC or any threatened or initiated proceeding seeking such a stop order, (xi) the absence of an "Event of Default" under Skillsoft's Existing Credit Agreements (as defined in the Skillsoft Merger Agreement), (xii) the absence of a Material Adverse Effect (as defined in the Skillsoft Merger Agreement), (xiii) Churchill's Sponsor Support Agreement (as defined in the Skillsoft Merger Agreement) not being amended or modified without Skillsoft's prior written consent from the date of the Skillsoft Merger Agreement until the Skillsoft Closing and (xiv) customary bringdown conditions with respect to each parties' representations and warranties and covenants. The consummation of the Skillsoft Merger is not conditioned on the consummation of the Global Knowledge Merger (as defined below) or any other transactions contemplated in the Global Knowledge Merger Agreement (as defined below).

Termination

The Skillsoft Merger Agreement may be terminated at any time, but not later than the Skillsoft Closing, as follows:

(i) by mutual written consent of Churchill and Skillsoft;

(ii) by either Churchill or Skillsoft if the other party has breached any of its covenants or representations and warranties such that any closing condition would not be satisfied at the Skillsoft Closing (subject to a cure period of 20 business days and waiver by the non-breaching party);

(iii) by either Churchill or Skillsoft if the Skillsoft Closing does not occur by June 12, 2021 (provided that a party does not have the right to terminate under this provision if such party's material breach of any representations, warranties or covenants causes the Skillsoft Closing not to occur prior to June 12, 2021);

(iv) by either Churchill or Skillsoft if a governmental entity shall have issued a final, non-appealable governmental order permanently enjoining or prohibiting the consummation of the Skillsoft Merger (provided that the party whose action or inaction causes the governmental order does not have the right to terminate under this provision);

(v) by either Churchill or Skillsoft if the Churchill Stockholder Approval to approve the Skillsoft Transactions (other than with respect to the Excluded Proposals) is not obtained at Churchill's stockholder meeting;

(vi) by Skillsoft, if Churchill's Board changes its recommendation with respect to the Skillsoft Transactions (other than with respect to the Excluded Proposals); or

(vii) by Churchill, if the Skillsoft Shareholder Approval to approve the Skillsoft Transactions is not obtained at Skillsoft's shareholder meeting.

The foregoing description of the Skillsoft Merger Agreement and the transactions contemplated thereby is not complete and is subject to, and qualified in its entirety by reference to, the actual agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1, and the terms of which are incorporated herein by reference.

The Skillsoft Merger Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about Churchill or Skillsoft. In particular, the assertions embodied in the representations and warranties in the Skillsoft Merger Agreement were made as of a specified date, are modified or qualified by information in one or more confidential disclosure letters prepared in connection with the execution and delivery of the Skillsoft Merger Agreement, may be subject to a contractual standard of materiality different from what might be viewed as material to investors, or may have been used for the purpose of allocating risk between the parties. Accordingly, the representations and warranties in the Skillsoft Merger Agreement are not necessarily characterizations of the actual state of facts about Churchill or Skillsoft at the time they were made or otherwise and should only be read in conjunction with the other information that Churchill makes publicly available in reports, statements and other documents filed with the SEC.

Support Agreement

In connection with the execution of the Skillsoft Merger Agreement, Churchill and Skillsoft entered into a support agreement (each, a "Support Agreement" and collectively, the "Support Agreements") with certain of Skillsoft's shareholders (collectively, the "Supporting Skillsoft Shareholders" and each, a "Supporting Skillsoft Shareholder") that collectively hold Skillsoft Class A Shares and Skillsoft Class B Shares representing approximately 62.3% of the aggregate voting power of the outstanding Skillsoft Class A Shares and Skillsoft Class B Shares. Each Support Agreement provides, among other things, that each Supporting Skillsoft Shareholder will vote all of such Supporting Skillsoft Shareholders' then-outstanding shares of Skillsoft in favor of the Skillsoft Merger and any other proposal reasonably necessary under applicable law to effect the Skillsoft Merger at Skillsoft's special shareholder meeting. In addition, the Support Agreements (i) require each Supporting Skillsoft Shareholder to exercise their drag-along rights as promptly as practicable following the time that the Registration Statement becomes effective pursuant to Skillsoft's Shareholders' Agreement (as defined in the Support Agreements) to require all other shareholders of Skillsoft to take all actions in connection with consummating the Skillsoft Merger as Skillsoft may reasonably request, including voting in favor of Skillsoft's adoption of the Skillsoft Merger Agreement and (ii) prohibit the Supporting Skillsoft Shareholders from engaging in activities that have the effect of soliciting a competing Alternative Proposal.

The foregoing description of the Support Agreements is not complete and is qualified in its entirety by reference to the Support Agreements, a form of which is attached as Exhibit C to Exhibit 2.1 to this Current Report and incorporated herein by reference.

Stockholders Agreement

In connection with the execution of the Skillsoft Merger Agreement, Churchill entered into a Stockholders Agreement (the "Stockholders Agreement") with Churchill Capital Sponsor II LLC ("Churchill Sponsor") and Michael Klein. Pursuant to the Stockholders Agreement, Churchill Sponsor has the right to nominate two directors to Churchill's Board following the Skillsoft Closing (the "Churchill Directors"). If the Churchill Sponsor's ownership of the aggregate outstanding shares of Churchill Class A Common Stock is less than 5% (but is equal to or greater than 1%), Churchill Sponsor will have the right to nominate one Churchill Director; and if the Churchill Sponsor's ownership of the aggregate outstanding shares of Churchill Class A Common Stock is less than 1%, Churchill Sponsor will not have any director nomination rights.

The foregoing description of the Stockholders Agreement is not complete and is qualified in its entirety by reference to the Stockholders Agreement, which is attached as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Registration Rights Agreement

In connection with the execution of the Skillsoft Merger Agreement, Churchill, Skillsoft and Churchill Sponsor entered into an amended and restated registration rights agreement ("Registration Rights Agreement"), which will become effective upon the consummation of the Skillsoft Merger. Pursuant to the Registration Rights Agreement, Churchill has agreed to provide to the 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 the Churchill Class A Common Stock and warrants to purchase shares of Churchill Class A Common Stock, subject to certain conditions. The Registration Rights Agreement also provides that Churchill will pay certain expenses relating to such registrations and indemnify the stockholders against certain liabilities.

The foregoing description of the Registration Rights Agreement is not complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is attached as Exhibit 10.2 to this Current Report and incorporated herein by reference.

Sponsor Agreement

In connection with the execution of the Skillsoft Merger Agreement, Churchill Sponsor and Churchill's directors and officers (together with Churchill Sponsor, the "Sponsor Agreement Parties") entered into an amended and restated letter agreement (the "Sponsor Agreement") with Churchill and Skillsoft pursuant to which the Sponsor Agreement Parties have agreed to vote all shares of the Churchill Class A Common Stock beneficially owned by such persons in favor of the Skillsoft Merger and each of the other related proposals presented at Churchill's special stockholder meeting. The Sponsor Agreement also provides that the Sponsor Agreement Parties will not redeem any shares of the Churchill Class A Common Stock owned by such persons in connection with the Skillsoft Merger. Each of the Sponsor Agreement Parties also agreed to relinquish and waive all of its respective rights to receive shares of the Churchill Class A Common Stock in excess of the number issuable at the Initial Conversion Ratio (as defined in the Sponsor Agreement) upon conversion of such holder's existing shares of Class B common stock of Churchill, par value $0.0001 per share, in connection with the Skillsoft Closing as a result of any applicable adjustment under Churchill's current certificate of incorporation.

The Sponsor Agreement Parties have also agreed, subject to certain exceptions, not to transfer any (i) Founder Shares (as defined in the Sponsor Agreement) (or any shares of the Churchill Class A Common Stock issuable upon conversion thereof) until the earlier of (A) one year after the completion of the Skillsoft Merger or (B) subsequent to the Skillsoft Merger, (x) if the closing price of the Churchill Class A Common Stock equals or exceeds $12.00 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Skillsoft Merger or (y) the date on which Churchill completes a liquidation, merger, capital stock exchange, reorganization or similar transaction that results in all of Churchill's stockholders having the right to exchange their shares of the Churchill Class A Common Stock for cash, securities or other property (the "Founder Shares Lock-up Period") or (ii) Private Placement Warrants (as defined in the Sponsor Agreement) (or any shares of Churchill's common stock issuable upon exercise thereof) until 30 days after the completion of the Skillsoft Merger (the "Private Placement Warrants Lock-up Period" and, together with the Founder Shares Lock-up Period, the "Lock-up Periods").

The Sponsor Agreement shall terminate on the earlier of (a) the liquidation of Churchill and (b) the expiration of the Lock-up Periods.

The foregoing description of the Sponsor Agreement is not complete and is qualified in its entirety by reference to the Sponsor Agreement, which is attached as Exhibit 10.3 to this Current Report and incorporated herein by reference.

Global Knowledge Merger Agreement

On October 12, 2020, Churchill entered into an Agreement and Plan of Merger (the "Global Knowledge Merger Agreement") by and among Churchill, Magnet Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Churchill ("Merger Sub"), and Albert DE Holdings Inc., a Delaware corporation owned by investment funds affiliated with Rhône Capital L.L.C.

Pursuant to the Global Knowledge Merger Agreement, Merger Sub will merge with and into Global Knowledge, with Global Knowledge surviving the transaction as a wholly-owned subsidiary of Churchill (the "Global Knowledge Merger"). At the effective time (the "Global Knowledge Effective Time") of the Global Knowledge Merger, as consideration for the Global Knowledge Merger, 100% of the issued and outstanding equity interests of Global Knowledge will be converted, in the aggregate, into the right to receive warrants, each of which shall entitle the holders thereof to purchase one share of Class A Churchill Common Stock at an exercise price of $11.50 per share. The aggregate number of warrants to be received by the equity holders of Global Knowledge as consideration in the Global Knowledge Merger will be 6,000,000 (or 5,000,000 if the Rhône Subscription Agreement (as defined below) is terminated in accordance with the terms thereof prior to the Global Knowledge Closing). The warrants to be issued to the equity holders of Global Knowledge will be non-redeemable and otherwise substantially similar to the private placement warrants issued to the Churchill Sponsor in connection with Churchill's initial public offering.

The consummation of the proposed Global Knowledge Merger (the "Global Knowledge Closing") is subject to the consummation of the Skillsoft Merger, among other conditions to closing described herein (see Conditions to Closing below) and contained in the Global Knowledge Merger Agreement.

Representations and Warranties

The Global Knowledge Merger Agreement contains customary representations and warranties of the parties thereto with respect to, among other things, (i) entity organization, formation and authority, (ii) capital structure, (iii) authorization to enter into the Global Knowledge Merger Agreement, (iv) licenses and permits, (v) taxes, (vi) financial information, (vii) real property, (viii) material contracts, (ix) title to assets, (x) absence of changes, (xi) employee matters, (xii) compliance with laws, (xiii) litigation, (xiv) transactions with affiliates, (xv) regulatory matters and (xvi) intellectual property.

Covenants

The Global Knowledge Merger Agreement includes customary covenants of the parties with respect to operation of the Global Knowledge business prior to the consummation of the Global Knowledge Merger and efforts to satisfy conditions to the consummation of the Global Knowledge Merger. The Global Knowledge Merger Agreement also contains additional covenants of the parties, including, among others, (i) covenants providing for Churchill and Global Knowledge to use reasonable efforts to obtain all necessary regulatory approvals, (ii) covenants providing for Global Knowledge to cooperate with Churchill in the preparation of the Proxy Statement (as defined in the Global Knowledge Merger Agreement) required to be filed in connection with the Skillsoft Merger, (iii) covenants providing for Global Knowledge to use reasonable best efforts to provide cooperation or assistance with the consummation of the Existing Debt Restructuring (as defined in the Global Knowledge Merger Agreement) and other transactions contemplated by the Restructuring Support agreement (as defined in the Global Knowledge Merger Agreement), (iv) covenants providing for Global Knowledge to use reasonable best efforts to consummate the Existing Debt Restructuring (as defined in the Global Knowledge Merger Agreement) prior to the date the Global Knowledge Closing occurs, (v) covenants by Churchill to use reasonable best efforts to comply in all material respects with its obligations under the Skillsoft Merger Agreement subject to the terms and conditions thereof to the extent any noncompliance with such obligations would prevent or delay the Skillsoft Closing (however, Churchill will not be required to amend or waive a closing condition under the Skillsoft Merger Agreement or otherwise renegotiate the terms of the Skillsoft Merger Agreement in order to satisfy its obligations under the Global Knowledge Merger Agreement) and to keep Global Knowledge reasonably apprised of the status of matters relating to the completion of the Skillsoft Merger, including with respect to the negotiations relating to the satisfaction of the closing conditions in respect thereof and (vi) covenants providing that Churchill will use its reasonable best efforts to obtain financing to the extent necessary to satisfy the Available Closing Date Cash Condition and subject to certain limitations.

Global Knowledge Exclusivity Restrictions

Except as expressly permitted by the Global Knowledge Merger Agreement, from after the date of the Global Knowledge Merger Agreement to the Global Knowledge Effective Time or, if earlier, the valid termination of the Global Knowledge Merger Agreement in accordance with its terms, Global Knowledge has agreed, among other things, not to take, whether directly or indirectly, any action to (i) make or negotiate any offer or proposal involving any third party to issue, sell or otherwise transfer any interest in Global Knowledge or any of its subsidiaries or all or any material portion of its or their assets, or enter into any definitive agreement with respect to, or otherwise effect, any recapitalization, refinancing, merger or other similar transaction involving Global Knowledge or its subsidiaries other than with Churchill or its affiliates, (any of the foregoing hereinafter referred to as a "Global Knowledge Alternative Proposal"), (ii) solicit any inquiries or proposals regarding any Global Knowledge Alternative Proposal, (iii) initiate any discussions with or provide any non-public information or data to any third party that would encourage, facilitate or further any effort or attempt to make or implement a Global Knowledge Alternative Proposal, or (iv) enter into any agreement with respect to any Global Knowledge Alternative Proposal made by any third party; provided that prior to the Closing, Global Knowledge and its affiliates or representatives may disclose to Global Knowledge's shareholders any unsolicited proposal received in connection with any Global Knowledge Alternative Proposal to the extent required by their obligations under applicable laws.

However, Global Knowledge may initiate, respond to and progress discussions in respect of a Global Knowledge Alternative Proposal if (x) (i) either Skillsoft or Churchill notifies the other party that such other party is in breach of the Skillsoft Merger Agreement, which breach has not been cured for 20 days from the date of such breach or otherwise waived by the other party, (ii) the initial date of Churchill's special stockholder meeting in connection with the Skillsoft Transactions is postponed by Churchill by more than 15 days or (iii) the Global Knowledge Closing has not occurred by the date that is six months following the date of the Global Knowledge Merger Agreement and (y) the board of directors of Global Knowledge has determined in good faith, on the basis of advice from legal counsel, that failure to seek a Global Knowledge Alternative Proposal is inconsistent with the directors' fiduciary duties under applicable law. Global Knowledge is obligated to keep Churchill reasonably apprised of any inquiries or proposals regarding, or upon entering into, any negotiations in respect of a Global Knowledge Alternative Proposal.

Conditions to Closing

The consummation of the Global Knowledge Merger is subject to customary closing conditions, including, among other things, (i) the consummation of the Skillsoft Merger, (ii) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (iii) the absence of any governmental order, prohibiting the consummation of the Transactions (as defined in the Global Knowledge Merger Agreement), (iv) Pro-Forma Available Closing Date Cash (as defined in the Global Knowledge Merger Agreement) of not less than $50,000,000.00, (v) the absence of an "Event of Default" under New Credit Agreements (as defined in the Global Knowledge Merger Agreement), (vi) the absence of a Material Adverse Effect (as defined in the Global Knowledge Merger Agreement) and (vii) customary bringdown conditions with respect to each parties' representations and warranties and covenants.

Termination

The Global Knowledge Merger Agreement may be terminated at any time, but not later than the Global Knowledge Closing, as follows:

(i) by mutual written consent of Churchill and Global Knowledge;

(ii) by either Churchill or Global Knowledge if the other party has breached any of its covenants or representations and warranties such that any closing condition would not be satisfied at the Global Knowledge Closing (subject to a cure period of 30 business days and waiver by the non-breaching party);

(iii) by either Churchill or Global Knowledge if the transactions are not consummated on or before, June 12, 2021 or, if the Skillsoft Closing occurs, the date that is the later of (x) 3 months following the Skillsoft Closing and (y) April 12, 2021, but, in no event later than June 12, 2021 (the "Global Knowledge Outside Date") (provided that a party does not have the right to terminate under this provision if such party's material breach of any representations, warranties or covenants causes the Global Knowledge Closing not to occur prior to Global Knowledge Outside Date);

(iv) by either Churchill or Global Knowledge if a governmental entity shall have issued a final, non-appealable governmental order permanently enjoining or prohibiting the consummation of the Global Knowledge Merger (provided that the party whose action or inaction causes the governmental order does not have the right to terminate under this provision);

(v) automatically (subject to Churchill's right to waive such automatic termination within one day thereafter) if (x) the RSA (as defined below) has been terminated or is no longer in full force and effect, (y) any Existing Forbearance Agreement (as defined in the Global Knowledge Merger Agreement) has been terminated or is no longer in effect, and/or the forbearance by the lenders thereunder contemplated by any Existing Forbearance Agreement is otherwise no longer in effect, and/or (z) if Global Knowledge files for Chapter 11 under the U.S. Bankruptcy Code or otherwise commences any similar insolvency proceeding in any jurisdiction;

(vi) automatically (subject to Churchill's right to waive such automatic termination within one day thereafter) at the time at which (x) the loans or commitments under any Existing Debt Agreement (as defined in the Global Knowledge Merger Agreement) has been accelerated and/or (y) the Lenders (as defined in the Global Knowledge Merger Agreement) take any action to foreclose upon, take possession of, sell, or enforce any lien or encumbrance on any of their collateral and/or the Required Consenting Lenders (as defined in the RSA) elect to deliver a formal notice that they intend to initiate an action against Global Knowledge to enforce their rights or seek remedies under the Existing Credit Agreements (as defined in the Global Knowledge Merger Agreement);

(vii) by Churchill (provided that if Global Knowledge files for Chapter 11 under the U.S. Bankruptcy Code, such termination will be automatic without any further action by Churchill, subject to Churchill's right to waive such automatic termination within one day thereafter), if (i) (x) Global Knowledge breaches its obligations under each Existing Debt Agreement or the RSA and/or (y) if any of the Requisite Consenting Lenders under the RSA breach their obligations thereunder or (ii) the RSA is modified without Churchill's consent, in each case of clause (i) and (ii), in a manner that has, or would reasonably be expected to have, a non-*de minimis* adverse economic impact on the rights of Global Knowledge or Churchill;

(viii) automatically (subject to Churchill's right to waive such automatic termination within 72 hours of gaining actual knowledge of its occurrence), following the occurrence of a default under any of the Existing Forbearance Agreements; or

(ix) by either Churchill or Global Knowledge, if the Skillsoft Merger Agreement has been validly terminated in accordance with its terms.

The foregoing description of the Global Knowledge Merger Agreement and the transactions contemplated thereby is not complete and are subject to, and qualified in its entirety by reference to, the actual agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.2, and the terms of which are incorporated herein by reference.

The Global Knowledge Merger Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about Churchill, Global Knowledge or the other parties thereto. In particular, the assertions embodied in the representations and warranties in the Global Knowledge Merger Agreement were made as of a specified date, are modified or qualified by information in one or more confidential disclosure letters prepared in connection with the execution and delivery of the Global Knowledge Merger Agreement, may be subject to a contractual standard of materiality different from what might be viewed as material to investors, or may have been used for the purpose of allocating risk between the parties. Accordingly, the representations and warranties in the Global Knowledge Merger Agreement are not necessarily characterizations of the actual state of facts about Churchill, Global Knowledge or the other parties thereto at the time they were made or otherwise and should only be read in conjunction with the other information that Churchill makes publicly available in reports, statements and other documents filed with the SEC.

Restructuring Support Agreement

On October 12, 2020, Global Knowledge entered into a Restructuring Support Agreement (the "RSA") with (i) 100% of its lenders under that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of January 30, 2015, as amended from time to time, by and among, *inter alios*, GK Holdings, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse, acting in its capacity as administrative agent and collateral agent (the "First Lien Credit Agreement," and the lenders thereto, the "First Lien Lenders"); and (ii) 100% of its lenders under that certain Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of January 30, 2015, as amended from time to time, by and among, *inter alios*, GK Holdings, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Trust, acting in its capacity as administrative agent and collateral agent (the "Second Lien Credit Agreement," and there lenders thereto, the "Second Lien Lenders," together with the First Lien Lenders, the "Secured Lenders"). The RSA contemplates an out-of-court restructuring (the "Restructuring") that provides meaningful recoveries, funded by Churchill, to all Secured Lenders. Churchill is a third-party beneficiary of the RSA with respect to enforcement of certain specific provisions and its explicit rights under the RSA and not a direct party.

On the Out-of-Court Transaction Effective Date (as defined in the RSA), which shall occur concurrently with the Global Knowledge Closing (and only upon such closing), (a) the First Lien Lenders will receive (i) $143.5 million of cash and (ii) $50 million in aggregate principal amount of new term loans (or an equivalent amount of cash in lieu thereof), and (b) the Second Lien Lenders will receive (i) $12.5 million of cash and (ii) $20 million in aggregate principal amount of new term loans (or an equivalent amount of cash in lieu thereof) (both (a) and (b) as set forth in the term sheet attached to the RSA (the "Restructuring Term Sheet")).

On the Out-of-Court Transaction Effective Date, which shall occur concurrently with the Global Knowledge Closing (and only upon such closing), each holder of a claim arising under that certain Credit and Guaranty Agreement, dated as of November 26, 2019, by and among, *inter alios*, Global Knowledge Holdings B.V. and Global Knowledge Network (Canada), Inc., as borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto and Blue Torch Finance LLC, as capacity as administrative agent will be paid in cash, in full (including all accrued and unpaid interest through the date of repayment), as set forth in the Restructuring Term Sheet.

Under the RSA, the Secured Lenders have agreed, subject to certain terms and conditions, to support the Restructuring of the existing debt of, existing equity interests in, and certain other obligations of Global Knowledge, on the terms set forth in the RSA.

In accordance with the RSA, the Secured Lenders agreed, among other things, to: (i) support the Restructuring as contemplated by the RSA and the definitive documents governing the Restructuring; (ii) not take any action, directly or indirectly, to interfere with acceptance, implementation or consummation of the Restructuring; and (iii) not transfer their claims under the First Lien Credit Agreement and Second Lien Credit Agreement, as applicable, except with respect to limited and customary exceptions, including requiring any transferee to either already be bound or become bound by the terms of the RSA.

In accordance with the RSA, Global Knowledge agreed, among other things, to: (i) support and take all steps reasonably necessary and desirable to consummate the Restructuring in accordance with the RSA; and (ii) not, directly or indirectly, object to, delay, impede, or take any other action to interfere with acceptance, implementation or consummation of the Restructuring.

Subscription Agreements

Prosus Agreements

On October 12, 2020, in connection with the execution of the Skillsoft Merger Agreement, MIH Ventures B.V. ("Prosus") entered into a subscription agreement (the "Prosus Subscription Agreement") with Churchill and Churchill Sponsor, pursuant to which Prosus subscribed for 10,000,000 newly-issued shares of Churchill Class A Common Stock, at a purchase price of $10.00 per share, to be issued at the Skillsoft Closing (the "First Step Prosus Investment"), and Churchill granted Prosus a 30-day option (the "Option") to subscribe for up to an additional 40,000,000 newly-issued shares of Churchill Class A Common Stock, at a purchase price of $10.00 per share (or such additional number of shares that would result in Prosus beneficially owning shares of Class A common stock representing 35% of the issued and outstanding shares of Churchill on a fully-diluted and as-converted basis as of immediately following the Skillsoft Closing), in each case, subject to certain adjustments (the "Second Step Prosus Investment" and together with the First Step Prosus Investment, the "Prosus PIPE Investment").

Pursuant to the Prosus Subscription Agreement, in the event Prosus exercises the Option and following consummation of the Prosus PIPE Investment, Prosus will have the right to nominate a number of directors to Churchill's Board in proportion to its beneficial ownership of the Churchill Class A Common Stock; provided that, if (i) Prosus's ownership percentage of the aggregate outstanding shares of Churchill Class A Common Stock is at least 20%, Prosus will have the right to designate or nominate no less than two designees to Churchill's Board; (ii) Prosus's ownership percentage of the aggregate outstanding shares of Churchill Class A Common Stock is at least 10%, Prosus will have the right to designate or nominate no less than 1 designee to Churchill's Board; and (iii) Prosus's ownership percentage of the aggregate outstanding shares of Churchill Class A Common Stock is less than 5%, Prosus will not have any director nomination right.

In connection with the execution of the Prosus Subscription Agreement, Prosus entered into a strategic support agreement (the "Strategic Support Agreement") with Churchill, pursuant to which Prosus agreed to provide certain business development and investor relations support services in the event it exercises the Option and beneficially owns at least 20% of the outstanding Churchill Class A Common Stock following closing of the Prosus PIPE Investment. If Prosus exercises the Option and consummates the Prosus PIPE Investment, it will also nominate an individual to serve as the chairman of Churchill's Board, subject to customary approval by Churchill's nominating and corporate governance committee.

In the event Prosus exercises the Option and consummates the Prosus PIPE Investment, Churchill will issue to Prosus warrants to purchase a number of shares of Churchill Class A Common Stock equal to one-third of the number of shares of Churchill Class A Common Stock purchased in the Prosus PIPE Investment. The warrants will have terms substantively identical to those included in the units offered in Churchill's initial public offering.

The obligations to consummate the Prosus PIPE Investment are conditioned upon, among other things, certain regulatory and other customary closing conditions and the consummation of the Skillsoft Merger.

The foregoing descriptions of the Prosus Subscription Agreement and the Strategic Support Agreement are not complete and qualified in entirety by reference to the Prosus Subscription Agreement, which is attached as Exhibit 10.4 to this Current Report and incorporated herein by reference, and the Strategic Support Agreement, which is attached as Exhibit 10.5 to this Current Report and incorporated herein by reference.

Rhône Subscription Agreement

On October 12, 2020, in connection with the execution of the Skillsoft Merger Agreement, Albert UK Holdings 1 Limited, a company owned by investment funds affiliated with Rhône Capital L.L.C. ("Rhône"), entered into a subscription agreement (the "Rhône Subscription Agreement") with Churchill, pursuant to which Rhône has agreed to subscribe for 5,000,000 newly-issued shares of Churchill Class A Common Stock at a purchase price of $10.00 per share at the Global Knowledge Closing (the "Rhône PIPE Investment"). In the event that Rhône's board of directors determines, in its sole discretion, that it is not in Rhône's interest to make the Rhône Investment, Rhône has the right to terminate the Rhône Subscription Agreement with written notice to Churchill within 30 days of executing the Rhône Subscription Agreement.

The obligations to consummate the Rhône PIPE Investment are conditioned upon, among other things, customary closing conditions and the consummation of the Global Knowledge Merger.

The foregoing description of the Rhône Subscription Agreement is not complete and is qualified in its entirety by reference to the Rhône Subscription Agreement, which is attached as Exhibit 10.6 to this Current Report and incorporated herein by reference.

Lodbrok Subscription Agreement

On October 13, 2020, in connection with the execution of the Global Knowledge Merger Agreement, Churchill entered into a subscription agreement with Lodbrok Capital LLP ("Lodbrok") pursuant to which Lodbrok subscribed for 2,000,000 newly-issued shares of Churchill Class A Common Stock, at a purchase price of $10.00 per share, to be issued at the Global Knowledge Closing (the "Lodbrok Subscription Agreement"). The obligations to consummate the transactions contemplated by the Lodbrok Subscription Agreement are conditioned upon, among other things, customary closing conditions and the consummation of the Global Knowledge Merger.

The foregoing description of the Lodbrok Subscription Agreement is not complete and is qualified in its entirety by reference to the Lodbrok Subscription Agreement, which is attached as Exhibit 10.7 to this Current Report and incorporated herein by reference.

SuRo Subscription Agreement

On October 14, 2020, in connection with the execution of the Skillsoft Merger Agreement, Churchill entered into a subscription agreement with SuRo Capital Corp. ("SuRo") pursuant to which SuRo subscribed for 1,000,000 newly-issued shares of Churchill Class A Common Stock, at a purchase price of $10.00 per share, to be issued at the Skillsoft Closing (the "SuRo Subscription Agreement"). The obligations to consummate the transactions contemplated by the SuRo Subscription Agreement are conditioned upon, among other things, customary closing conditions and the consummation of the Skillsoft Merger.

The foregoing description of the SuRo Subscription Agreement is not complete and is qualified in its entirety by reference to the SuRo Subscription Agreement, which is attached as Exhibit 10.8 to this Current Report and incorporated herein by reference.

Engagement of Financial Advisor

Churchill has engaged The Klein Group, LLC, an affiliate of M. Klein and Company, LLC and of Churchill Sponsor, to act as Churchill's financial advisor in connection with the Skillsoft Merger, the Global Knowledge Merger (as defined below), the Prosus PIPE Investment, the Rhône PIPE Investment, the SuRo Subscription Agreement and the Lodbrok Subscription Agreement (and together with the Prosus PIPE Investment, the Rhône PIPE Investment, the SuRo Subscription Agreement and any other financing of the Skillsoft Merger or the Global Knowledge Merger, the "PIPE Investments"). Pursuant to this engagement, Churchill will pay The Klein Group, LLC a transaction fee of $4,000,000 with respect to the consummation of the Global Knowledge Merger and 2% of the principal amount raised (excluding any principal amount raised from an affiliate of Churchill) in connection with any PIPE Investments. The engagement of The Klein Group, LLC and the payment of the advisory fee has been approved by Churchill's audit committee and Board in accordance with Churchill's related persons transaction policy.

CEO Employment Agreement

On October 13, 2020, Churchill entered into an employment agreement with Jeffrey Tarr (the "Employment Agreement") which will become effective upon the Skillsoft Closing, and pursuant to which Mr. Tarr will serve as Churchill's chief executive officer and a member of Churchill's Board. The Employment Agreement provides for a two-year initial term, which will be automatically extended for successive one-year periods unless either party provides at least six months' notice of non-renewal. Pursuant to the Employment Agreement, Mr. Tarr will receive a base salary of $750,000, be eligible to earn an annual cash incentive bonus with a target and maximum equal to 100% and 200% of base salary, respectively, and be eligible to participate in health, welfare and other benefits consistent with those offered to other senior executives of Churchill. The Employment Agreement also provides that within 30 days following the Skillsoft Closing, Mr. Tarr will receive (i) an award of 1,000,000 options (the "Tarr Options"), each having an exercise price equal to the fair market value of a share of Churchill Class A Common Stock on the date of grant, which vest ratably on a quarterly basis over a four-year period commencing on the Skillsoft Closing and (ii) an award of 2,000,000 restricted stock units (the "Tarr RSUs) which will vest ratably on a quarterly basis over a three year period commencing on the Skillsoft Closing, in each case, subject to Mr. Tarr's continued employment through the applicable vesting date, provided, that, upon a change in control or upon a termination due to death or disability, the Tarr Options and the Tarr RSUs shall become fully vested as of the date of such change in control or qualifying termination, as applicable, and provided, further, that the Tarr Options and Tarr RSUs shall be subject to continued vesting upon certain other termination events as described below. The Employment Agreement further provides that upon a termination by Mr. Tarr for good reason or by Churchill without cause (which shall include a termination due to Churchill's nonrenewal of the employment term), Mr. Tarr will be entitled to receive, in exchange for a release of claims against Churchill and subject to Mr. Tarr's continued compliance with the restrictive covenants set forth in the Employment Agreement, severance and benefits consisting of: (i) a payment equal to two times the sum of (A) the base salary and (B) target annual cash incentive for the year in which termination occurs, payable in substantially equal installments over the twenty-four month period following the date of termination in accordance with Churchill's normal payroll practices, (ii) a bonus payment equal to the annual cash incentive for the year in which termination occurs based on actual performance and prorated to reflect the period of the fiscal year that has lapsed as of the date of termination, payable at the same time when bonuses are ordinarily paid by Churchill and (iii) continued vesting of Mr. Tarr's then-outstanding equity awards for the twelve-month period following the date of termination. The Employment Agreement contains restrictive covenants including: (i) a perpetual confidentiality covenant, (ii) a non-solicitation of employees and customers covenant, a non-hire of employees covenant and a non-competition covenant, each of which applies during the employment term and for twelve months thereafter and (iii) a mutual non-disparagement covenant that applies during the employment term and for five years thereafter.

Concurrent with the entry into the Employment Agreement, Churchill also entered into a securities assignment agreement with Mr. Tarr on October 12, 2020 (the "Tarr Warrant Agreement") pursuant to which the Churchill Sponsor will assign to Mr. Tarr (i) 500,000 private placement warrants effective on, and subject to, the Skillsoft Closing, at a price of $0.000001 per warrant and (ii) 500,000 private placement warrants effective on, and subject to, the Global Knowledge Closing, at a price of $0.000001 per warrant. Each private placement warrant entitles Mr. Tarr to purchase one share of Churchill Class A Common Stock at an exercise price of $11.50 per share and the private placement warrants are subject to the lock-up provisions included in the Sponsor Agreement. In the event Mr. Tarr does not commence employment on the Start Date (as defined in the Employment Agreement) pursuant to the Employment Agreement, the Tarr Warrant Agreement immediately becomes null and void *ab initio* and will be of no further force and effect.

The foregoing description of the Employment Agreement is not complete and is subject to, and qualified in its entirety by reference to, the actual agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.9, and the terms of which are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth above in Item 1.01 of this Report is incorporated by reference herein. The shares of Churchill Class A Common Stock and warrants to purchase shares of Churchill Class A Common Stock to be issued pursuant to the Global Knowledge Merger Agreement, the Prosus Subscription Agreement, the Rhône Subscription Agreement, the SuRo Subscription Agreement and the Lodbrok Subscription Agreement will not be registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth above in Item 1.01 of this Report is incorporated by reference herein.

Item 8.01 Other Events.

Press Release

Attached as Exhibit 99.1 to this Report is a press release of Churchill, Skillsoft and Global Knowledge announcing the transactions described in this Report.

IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

This communication is being made in respect of the proposed merger transaction involving Churchill and Skillsoft. Churchill intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement of Churchill and a prospectus of Churchill, and Churchill will file other documents regarding the proposed transaction with the SEC. A definitive proxy statement/prospectus will also be sent to the stockholders of Churchill and Skillsoft, seeking any required stockholder approval. Before making any voting or investment decision, investors and security holders of Churchill and Skillsoft are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about the proposed transaction. The documents filed by Churchill with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by Churchill may be obtained free of charge from Churchill at www.churchillcapitalcorp.com. Alternatively, these documents, when available, can be obtained free of charge from Churchill upon written request to Churchill Capital Corp II, 640 Fifth Avenue, 12th Floor, New York, New York 10019, Attn: Secretary, or by calling (212) 380-7500.

Churchill, Skillsoft and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Churchill, in favor of the approval of the merger. Information regarding Churchill's directors and executive officers is contained in Churchill's Annual Report on Form 10-K for the year ended December 31, 2019 and its Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2020, and June 30, 2020, which are filed with the SEC. Additional information regarding the interests of those participants, the directors and executive officers of Skillsoft and other persons who may be deemed participants in the transaction may be obtained by reading the registration statement and the proxy statement/prospectus and other relevant documents filed with the SEC when they become available. Free copies of these documents may be obtained as described in the preceding paragraph.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction.

FORWARD-LOOKING STATEMENTS

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 including, but not limited to, Churchill's, Skillsoft's and Global Knowledge's expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates" or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in Churchill's Form 10-K for the year ended December 31, 2019 under Risk Factors in Part I, Item 1A. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Churchill, Skillsoft and Global Knowledge believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and none of Churchill, Skillsoft or Global Knowledge is under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Churchill has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Churchill's reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to meet the closing conditions to the Skillsoft Merger, including approval by stockholders of Churchill and Skillsoft, and the Global Knowledge Merger on the expected terms and schedule and the risk that regulatory approvals required for the Skillsoft Merger and the Global Knowledge Merger are not obtained or are obtained subject to conditions that are not anticipated; delay in closing the Skillsoft Merger and the Global Knowledge Merger; failure to realize the benefits expected from the proposed transactions; the effects of pending and future legislation; risks related to disruption of management time from ongoing business operations due to the proposed transactions; business disruption following the transactions; risks related to the impact of the COVID-19 pandemic on the financial condition and results of operations of Churchill, Skillsoft and Global Knowledge; risks related to Churchill's, Skillsoft's or Global Knowledge's indebtedness; other consequences associated with mergers, acquisitions and divestitures and legislative and regulatory actions and reforms; demand for, and acceptance of, our products and for cloud-based technology learning solutions in general; our ability to compete successfully in competitive markets and changes in the competitive environment in our industry and the markets in which we operate; our ability to develop new products; failure of our information technology infrastructure or any significant breach of security; future regulatory, judicial and legislative changes in our industry; the impact of natural disasters, public health crises, political crises, or other catastrophic events; our ability to attract and retain key employees and qualified technical and sales personnel; fluctuations in foreign currency exchange rates; our ability to protect or obtain intellectual property rights; our ability to raise additional capital; the impact of our indebtedness on our financial position and operating flexibility; and our ability to successfully defend ourselves in legal proceedings.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Churchill's, Skillsoft's and Global Knowledge's control. While all projections are necessarily speculative, Churchill, Skillsoft and Global Knowledge believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Churchill, Skillsoft and Global Knowledge, or their representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Churchill and is not intended to form the basis of an investment decision in Churchill. All subsequent written and oral forward-looking statements concerning Churchill, Skillsoft and Global Knowledge, the proposed transactions or other matters and attributable to Churchill, Skillsoft and Global Knowledge or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
2.1*	Agreement and Plan of Merger dated as of October 12, 2020, by and between Churchill Capital Corp II and Software Luxembourg Holding S.A.
2.2*	Agreement and Plan of Merger, dated as of October 12, 2020, by and between Churchill Capital Corp II, Magnet Merger Sub, Inc., and Albert DE Holdings Inc.
10.1	Stockholders Agreement, dated as of October 12, 2020, by and among Churchill Capital Corp II, Churchill Sponsor II LLC and the Founder Holder
10.2	Amended and Restated Registration Rights Agreement, dated as of October 12, 2020, by and among Churchill Capital Corp II, Churchill Sponsor II LLC, Software Luxembourg Holding S.A. and the Holders
10.3	Sponsor Support Agreement, dated as of October 12, 2020, by and among Churchill Capital Corp II, Churchill Sponsor II LLC, Software Luxembourg Holding S.A. and the Insiders
10.4**	Subscription Agreement, dated as of October 12, 2020, by and among Churchill Capital Corp II, Churchill Sponsor II LLC and MIH Ventures B.V.
10.5	Strategic Support Agreement, dated as of October 12, 2020, by and between MIH Ventures B.V. and Churchill Capital Corp II
10.6	Subscription Agreement, dated as of October 12, 2020, by and between Albert UK Holdings 1 Limited and Churchill Capital Corp II
10.7	Subscription Agreement, dated as of October 13, 2020, by and between Lodbrok Capital LLP and Churchill Capital Corp II
10.8	Subscription Agreement, dated as of October 14, 2020, by and between SuRo Capital Corp. and Churchill Capital Corp II
10.9	Executive Employment Agreement, dated as of October 13, 2020, by and between Jeffrey R. Tarr and Churchill Capital Corp II.
99.1	Press Release issued by Churchill and Skillsoft on October 12, 2020.

* Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). Churchill agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

** Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). Churchill agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 16, 2020

Churchill Capital Corp II

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

Exhibit 2.1

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

dated as of October 12, 2020

by and among

Software Luxembourg Holding S.A.

and

Churchill Capital Corp II,

as **Buyer**

NOTE: STRICTLY PRIVATE AND CONFIDENTIAL DRAFT FOR DISCUSSION PURPOSES ONLY AND SUBJECT IN ALL RESPECTS TO THE CONFIDENTIALITY AGREEMENT SIGNED BETWEEN POINTWELL LIMITED AND CHURCHILL CAPITAL CORP II. CIRCULATION OF THIS DRAFT SHALL NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS EXECUTED AND DELIVERED BY ALL PARTIES.

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EXHIBITS

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of October 12, 2020 (the "**Agreement Date**"), is made by and among **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 (the "**Company**") and Churchill Capital Corp II, a Delaware corporation ("**Buyer**" and, together with the Company, the "**Parties**").

WITNESSETH:

A. WHEREAS, Buyer is a blank check company incorporated to acquire one or more operating businesses through a Business Combination.

B. WHEREAS, the Company is the direct or indirect owner of one hundred percent (100%) of the outstanding equity interests of the entities listed on Schedule 3.03(b) (the "**Company Subsidiaries**").

C. WHEREAS, the Company and Buyer intend to effect a cross-border merger of the Company with and into Buyer in accordance with this Agreement, the General Corporation Law of the State of Delaware (the "**DGCL**"), 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 (the "**Luxembourg Companies' Law**"), and a joint merger proposal substantially in the form attached hereto as Exhibit B (the "**Joint Merger Proposal**"), pursuant to which, among other things, the Company will cease to exist and the Company's Subsidiaries shall become subsidiaries of Buyer, which shall survive as the Surviving Corporation (as hereinafter defined) (the "**Merger**").

D. WHEREAS, the board of directors of Buyer (the "**Buyer Board**") has (i) unanimously approved, adopted and declared advisable this Agreement, the Joint Merger Proposal and the transactions contemplated hereby and thereby, including the appointment of the Luxembourg Auditor (as defined below), the Merger and the other Transactions, in accordance with the DGCL and the Luxembourg Companies' Law, and upon the terms and subject to the conditions set forth in this Agreement and the Joint Merger Proposal, and (ii) adopted a resolution recommending the plan of merger set forth in this Agreement and the Joint Merger Proposal be adopted by the stockholders of Buyer (the "**Buyer Recommendation**").

E. WHEREAS, the board of directors of the Company (the "**Company Board**") has, *inter alia*, (i) unanimously approved, adopted and declared advisable this Agreement, the Joint Merger Proposal and the transactions contemplated hereby and thereby, including the Merger and the other Transactions, in accordance with the DGCL and the Luxembourg Companies' Law, and upon the terms and subject to the conditions set forth in this Agreement, (ii) adopted a resolution to appoint PKF Audit & Conseil S.à r.l. as independent auditor (*réviseur d'entreprises*) (the "**Luxembourg Auditor**") for the purposes of preparing an auditor's report in accordance with Article 1021-6 of the Luxembourg Companies' Law (the "**Auditor Report**") and to submit the plan of merger set forth in this Agreement and the Joint Merger Proposal to the shareholders of the Company for adoption and (iii) resolved to promptly solicit the approval of the shareholders of the Company, to adopt and approve this Agreement, the Joint Merger Proposal and the Merger under the Luxembourg Companies' Law.

F. WHEREAS, certain shareholders of the Company holding at least a majority of the outstanding Company Shares, in the aggregate, have executed and delivered to Buyer, Company Support Agreements substantially in the form attached hereto as Exhibit C (the "**Company Support Agreements**") concurrently with the execution and delivery of this Agreement.

G. WHEREAS, the Company will, promptly following the SEC Clearance Date, solicit the approval by shareholders of the Company holding at least two-thirds of the value of the outstanding Company Shares of this Agreement, the Joint Merger Proposal, the Merger and the other transactions contemplated hereby to be effective at the Effective Time in accordance with the DGCL and thereby in accordance with Article 1021-12 of the Luxembourg Companies' Law (the "**Company Shareholder Approval**").

H. WHEREAS, concurrently with the execution and delivery of this Agreement, Sponsor, Buyer and the Company are entering into a Sponsor Support Agreement, a copy of which is attached hereto as Exhibit D (the "**Sponsor Support Agreement**").

I. WHEREAS, concurrently with the execution and delivery of this Agreement, in connection with the Transactions, Buyer and the Sponsor are entering into that certain Stockholders Agreement (the "**Stockholders Agreement**"), a copy of which is attached hereto asExhibit E, to be effective upon and subject to the Closing.

J. WHEREAS, concurrently with the execution and delivery of this Agreement, in connection with the transactions contemplated by this Agreement, Buyer, the Company, the Sponsor and certain holders of Company Shares who will receive Buyer Class A Common Stock pursuant to this Agreement, are entering into that certain Registration Rights Agreement (the "**Registration Rights Agreement**"), a copy of which is attached hereto asExhibit F, to be effective upon the Closing.

K. WHEREAS, concurrently with the execution and delivery of this Agreement, in connection with the transactions contemplated by this Agreement, (i) Buyer, the Sponsor and the Prosus Subscriber have entered into that certain Subscription Agreement, dated as of the Agreement Date (as amended or modified from time to time, the "PIPE Subscription Agreement"), substantially in the form set forth onExhibit G for a private placement of Buyer Class A Common Stock, such private placement to be consummated immediately prior to the consummation of the Merger;

L. WHEREAS, pursuant to the Buyer Organizational Documents, Buyer shall provide an opportunity to certain existing Buyer Stockholders to have their Buyer Common Stock redeemed for the consideration, and on the terms and subject to the conditions and limitations, set forth in this Agreement, the Buyer Organizational Documents, the Trust Agreement, and the Joint Proxy Statement/Prospectus (as hereinafter defined) in conjunction with, *inter alia*, obtaining approval from the Buyer Stockholders for the Business Combination (the "**Redemption Offer**").

M. WHEREAS, immediately prior to the consummation of the Merger, subject to obtaining the Buyer Stockholder Approval, Buyer shall adopt the amendment to the certificate of incorporation of Buyer substantially in the form set forth on Exhibit H (the "**Buyer A&R Charter Amendment**"), to provide for, among other things, (i) an increase to the number of authorized shares of Buyer Class A Common Stock in connection with the Merger and (ii) the creation of Buyer Class C Common Stock (as hereinafter defined).

N. WHEREAS, at the Effective Time, subject to obtaining the Buyer Stockholder Approval, Buyer shall adopt the amended and restated certificate of incorporation of Buyer substantially in the form set forth on Exhibit I (the "**Buyer Second A&R Charter**").

O. WHEREAS, at the Effective Time, Buyer shall adopt the amended and restated bylaws (the "**Buyer A&R Bylaws**") substantially in the form set forth on Exhibit J.

P. WHEREAS, at the request of Buyer, each of the Existing Credit Agreements have been amended in the manner requested by Buyer as of the Agreement Date, which amendments shall take effect at the Effective Time without further action by the parties thereto.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A.

ARTICLE II

THE MERGER; CLOSING

Section 2.01. The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 of the DGCL and Articles 1021-1 and following of the Luxembourg Companies' Law, at the Effective Time, the Company shall be merged with and into Buyer, and the separate corporate existence of the Company shall thereupon cease, and Buyer shall continue its existence as the surviving corporation in the Merger (which is sometimes hereinafter referred to for the periods at and after the Effective Time as the "**Surviving Corporation**") as a Delaware corporation.

Section 2.02. Effects of the Merger. The Merger shall have the effects set forth in the DGCL, the Luxembourg Companies' Law, notably in Article 1021-17 of the Luxembourg Companies' Law, this Agreement, the Joint Merger Proposal, and the Certificate of Merger. The Merger shall, *inter alia*, automatically entail the winding up of the Company's corporate existence in Luxembourg with no liquidation, and the universal transfer of all of the Company's assets and liabilities to the Buyer, both as between the Company and Buyer, and as among the Company, Buyer and third parties. On that basis, without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and Buyer shall vest in the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company and Buyer shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

Section 2.03. Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical Closing, at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153), at 9:00 a.m. (New York City time) on the third (3rd) Business Day following the date upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article IX (other than those Closing Conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**."

Section 2.04. Effective Time. Subject to the terms and conditions of this Agreement, as soon as practicable on the Closing Date, Buyer and the Company shall (i) file with the Secretary of State of the State of Delaware a certificate of merger, executed in accordance with, and in such form as is required by, the relevant provisions of the DGCL (the "**Certificate of Merger**") and (ii) arrange for the adoption in front of a Luxembourg notary of a declaration of the Company Board confirming that all conditions to the Merger have been satisfied or waived and that the Merger is effective (the "**Board Confirmation**"). Subject to the provisions of the DGCL, the Merger shall become effective as between the Company and Buyer, when the concurring decisions of the Company (*i.e.*, the Company Shareholder Approval) and Buyer have been adopted and become unconditional (the time at which the Merger becomes effective between the Company and Buyer is referred to herein as the "**Effective Time**"). For the avoidance of doubt, the concurring decisions of the Company and Buyer will become unconditional when the conditions set out in sub-clauses (i) and (ii) of this Section 2.04 have been met. The Merger shall become effective towards third parties, upon publication of the Board Confirmation in the Luxembourg Register of Commerce and Companies (R.C.S.), subject to any and all conditions under the laws of the State of Delaware having been fulfilled prior to such publication (including, for the avoidance of doubt, the filing of the Certificate of Merger with the Secretary of State of the State of Delaware).

Section 2.05. Organizational Documents of the Surviving Corporation; Directors and Officers. Subject to the terms and conditions of this Agreement:

(a) Immediately prior to the consummation of the Merger, Buyer shall amend the certificate of incorporation of Buyer in its entirety in substantially the form of the Buyer A&R Charter Amendment, and as so amended shall be the certificate of incorporation of Buyer until thereafter amended as provided by applicable Law or such certificate of incorporation, including by the Buyer Second A&R Charter;

(b) At the Effective Time, the certificate of incorporation of Buyer, as is effective immediately prior to the Effective Time, shall, by virtue of the Merger, be amended and restated in its entirety in substantially the form of the Buyer Second A&R Charter, and as so amended and restated shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided pursuant to Section 2.05(b);

(c) At the Effective Time, Buyer shall amend and restate the bylaws of Buyer to be as set forth onExhibit J hereto, and as so amended and restated shall be the bylaws of the Surviving Corporation until thereafter amended as provided by applicable Law, the certificate of incorporation of the Surviving Corporation or such bylaws; and

(d) The directors and officers of the Surviving Corporation from and after the Effective Time shall be only the individuals identified by Buyer prior to the filing of the Joint Proxy Statement/Prospectus pursuant to Section 5.15(a), which shall include one (1) individual designated collectively by the holders of a majority of the Company Shares (the "**Company Appointee**") promptly following the Agreement Date and in no event later than ten (10) Business Days following the Agreement Date (such nominees, the "Post-Closing Board"). Buyer will take all necessary action to cause the Buyer Board to nominate the Company Appointee for election to the Surviving Corporation's board of directors.

Section 2.06. Securities of the Constituent Corporations.

(a) On the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any further action on the part of any party or the holders of any securities of Buyer or the Company, the following shall occur:

(i) each Company Class A Share outstanding immediately prior to the Effective Time, other than any Excluded Share, will automatically be canceled and the Buyer will issue as consideration therefor (1) a number of duly authorized, validly issued, fully paid and nonassessable shares of Buyer Class A Common Stock equal to the Class A First Lien Exchange Ratio, subject to adjustment in accordance with Section 2.06(b) and (2) a number of shares of Buyer Class C Common Stock equal to the Class C Exchange Ratio (together, the "**Per Class A Share Merger Consideration**");

(ii) each Company Class B Share outstanding immediately prior to the Effective Time, other than any Excluded Share, will automatically be canceled and the Buyer will issue as consideration therefor a number of duly authorized, validly issued, fully paid and nonassessable shares of Buyer Class A Common Stock equal to the Class A Second Lien Exchange Ratio, subject to adjustment in accordance with Section 2.06(b) (the "**Per Class B Share Merger Consideration**" and, together with the Per Class A Share Consideration, the "**Per Share Merger Consideration**");

(iii) each Company Share that is owned by Buyer (each, an "**Excluded Share**") will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor;

(iv) each outstanding warrant to purchase Company Class A Shares and each outstanding warrant to purchase Company Class B Shares will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor;

(v) each share of capital stock of Buyer issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger; and

(vi) concurrently with the cancellation of Company Shares in exchange for the Per Share Merger Consideration pursuant to this Section 2.06(a), all Company Shares shall no longer be outstanding and shall automatically be canceled and retired and will cease to exist, and each shareholder of the Company, other than a shareholder that owns Excluded Shares, shall thereafter cease to have any rights with respect to such securities, except the right to receive the Per Share Merger Consideration.

(b) If, during the period from the date of this Agreement through the Effective Time, the outstanding shares of Buyer Common Stock are changed into a different number or class of shares by reason of any stock split, division or subdivision of shares, stock dividend, reverse stock split, combination of shares, reclassification, recapitalization or other similar transaction, or if a stock dividend is declared by Buyer during such period, then the Class A First Lien Exchange Ratio and the Class A Second Lien Exchange Ratio shall be adjusted to the extent appropriate to provide the same economic effect as contemplated by this Agreement prior to such action. This Section 2.06(b) shall not permit Buyer to take or refrain from taking any action which it is obligated to take or refrain from taking pursuant toSection 5.11.

(c) Notwithstanding anything to the contrary contained herein, no fractional shares of Buyer Class A Common Stock shall be issued in connection with the Merger, and no certificates or scrip for any such fractional shares shall be issued. Any holder of Company Shares who would otherwise be entitled to receive a fraction of a share of Buyer Class A Common Stock (after aggregating all fractional shares of Buyer Class A Common Stock issuable to such holder) shall, in lieu of such fraction of a share, be paid in cash the dollar amount (rounded down to the nearest whole cent), after deducting any required withholding Taxes, on a pro rata basis, without interest, determined by multiplying (x) such fraction by (y) an amount equal to the VWAP of shares of Buyer Class A Common Stock for the 20 Trading Days prior to the date that is three (3) Business Days prior to the Closing Date. Payment of cash in lieu of fractional shares of Buyer Class A Common Stock shall be made solely for the purpose of avoiding the expense and inconvenience to Buyer of issuing fractional shares of Buyer Class A Common Stock and shall not represent separately bargained-for consideration.

(d) Immediately following the Effective Time, and without any further action on the part of any Party or the holders of any securities of Buyer or the Company, Buyer will redeem all of the shares of Buyer Class C Common Stock issued to the holders of Company Class A Shares in connection with the Merger (the "**Class C Common Stock Redemption**"), for an aggregate redemption price of (i) the Class C Redemption Amount, to be distributed by the Exchange Agent and (ii) indebtedness under the Existing Second Out Credit Agreement, as amended by the Existing Second Out Credit Agreement Amendment, in the aggregate principal amount equal to the sum of $20,000,000 to be issued or caused to be issued by the Surviving Corporation or one of its Subsidiaries, in each case, *pro rata* among the holders of such shares of Buyer Class C Common Stock issued in connection with the Merger. For the avoidance of doubt, all of the shares of Class C Common Stock authorized by the Buyer Second A&R Charter and issued to the holders of Company Class A Shares pursuant to the Per Class A Share Merger Consideration will be delivered to and held by the Exchange Agent immediately prior to the Class C Common Stock Redemption and, with respect to each holder of Company Class A Shares, upon the later of (x) the completion of the Class C Common Stock Redemption or (y) delivery by such holder of a Letter of Transmittal in accordance with Section 2.09(c), such holder shall be entitled to receive the portion of the Class C Common Stock Redemption consideration to which such holder is entitled pursuant to this Section 2.06(d).

Section 2.07. [Reserved.]

Section 2.08. Closing Deliverables. At the Closing:

(a) the Company shall deliver or cause to be delivered to Buyer the following:

(i) the officer's certificate required to be delivered pursuant to Section 9.03(a)(vi);

(ii) duly executed counterparts of all Company Transaction Agreements, to the extent not previously delivered to Buyer; and

(iii) such other documents, instruments and certificates as Buyer may reasonably request in order to the consummate the Transactions.

(b) Buyer shall deliver or cause to be delivered to the Company the following:

(i) the officer's certificate required to be delivered to the Company pursuant to Section 9.02(a)(iv);

(ii) duly executed counterparts of all Buyer Transaction Agreements, to the extent not previously delivered to the Company; and

(iii) such other documents, instruments and certificates as the Company may reasonably request.

Section 2.09. Exchange Procedures; Delivery of Merger Consideration

(a) Exchange Agent. As soon as reasonably practicable after the Agreement Date, Buyer shall appoint a commercial bank or trust company reasonably acceptable to the Company, to act as agent (the "**Exchange Agent**") for the purpose of exchanging Company Shares for the Per Share Merger Consideration and solely with respect to the Class C Redemption Amount, effecting the redemption of the Buyer Class C Common Stock.

(b) Deposit. On or prior to the Closing, Buyer will deposit with the Exchange Agent (i) a number of shares of Buyer Class A Common Stock and Buyer Class C Common Stock sufficient to pay any Per Share Merger Consideration that may be payable at the Effective Time (such shares, the "**Exchange Fund**") and (ii), in accordance with Section 2.14, an amount of cash equal to the Class C Redemption Amount. In accordance with Section 2.09(c), the Exchange Agent shall, pursuant to irrevocable instructions, (x) deliver the Per Share Merger Consideration contemplated to be issued or paid pursuant to this Article II out of the Exchange Fund and (y) deliver the Class C Redemption Amount *pro rata* to the holders of Buyer Class C Common Stock out of such cash deposit upon the redemption of such shares of Buyer Class C Common Stock.

(c) Exchange Procedures.

(i) No more than ten (10) days after the Mailing Date, the Company shall cause to be mailed to each holder of record of Company Shares as of the Mailing Date a letter of transmittal substantially in the form of Exhibit K hereto (with such changes as may be required by the Exchange Agent and reasonably acceptable to the Parties, the "**Letter of Transmittal**"), which shall (i) have customary representations and warranties as to title, authorization, execution and delivery and (ii) specify that delivery shall be effected, and risk of loss and title to the Company Shares shall pass, only upon delivery of the Company Shares to Buyer or the Exchange Agent, together with instructions thereto.

(ii) Upon the Closing and upon the receipt by the Exchange Agent of (x) the Letter of Transmittal duly, completely and validly executed in accordance with the instructions thereto and (y) such other documents as may reasonably be required by Buyer or the Company, the holder of such Company Shares shall be entitled to receive in exchange therefor (i) the Per Share Merger Consideration in exchange for the Company Shares which have been cancelled pursuant to Section 2.06, (ii) their *pro rata* share of the Class C Redemption Amount, if applicable, and (iii) dividends declared after the Effective Time which are unpaid, if any. Each Company Share following its cancellation pursuant to Section 2.06 shall be deemed at any time from and after the Effective Time to exist and represent only the right to receive the Per Share Merger Consideration and a *pro rata* share of the Class C Redemption Amount, if applicable, which the holders of Company Shares were entitled to receive in respect of such shares pursuant to this Section 2.09(c)(ii) (plus any dividends declared after the Effective Time which are unpaid, if any).

(d) No Further Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Company Shares that were outstanding immediately prior to the Effective Time.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments of the Exchange Fund) that remains unclaimed by the holders of Company Shares for twelve (12) months after the Effective Time shall be delivered to the Surviving Corporation. Any holder of Company Shares (other than Excluded Shares) who has not complied with this Section 2.09 shall thereafter look only to the Surviving Corporation for payment of the Per Share Merger Consideration (after giving effect to any required Tax withholdings), without any interest thereon. Notwithstanding the foregoing, none of the Surviving Corporation, Buyer, the Exchange Agent or any other Person shall be liable to any former holder of Company Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

Section 2.10. Withholding. Buyer shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or non-U.S. Tax law. To the extent that such amounts are so withheld and timely paid over to the proper Government Authority by Buyer, such withheld and deducted amounts will be treated for all purposes of this Agreement as having been paid to the Persons in respect of which such deduction and withholding was made by Buyer. If Buyer determines any withholding is required with respect to such payment under this Agreement, Buyer shall notify the applicable recipient in writing of its determination as soon as practicable and reasonably prior to the time such withholding is to be made, and Buyer and such applicable recipient shall cooperate in good faith to seek to reduce the amount of, or eliminate the necessity for, such withholding.

Section 2.11. Payment of Buyer Transaction Costs. No sooner than five (5) and no later than two (2) Business Days prior to the Closing Date, Buyer shall provide to the Company a written report setting forth a list of all Buyer Transaction Costs (together with written invoices and wire transfer instructions for the payment thereof). On the Closing Date, after the Effective Time, the Surviving Corporation shall pay or cause to be paid by wire transfer of immediately available funds all Buyer Transaction Costs. For avoidance of doubt, such Buyer Transaction Costs shall be payable by the Surviving Corporation from amounts released from the Trust Account or other sources available to the Surviving Corporation at the Closing, including Available Company Closing Date Cash.

Section 2.12. Payment of Company Transaction Costs; Expense Reimbursement Advancement. No sooner than five (5) and no later than two (2) Business Days prior to the Closing Date, the Company shall provide to Buyer a written report setting forth a list of all Company Transaction Costs (together with written invoices and wire transfer instructions for the payment thereof). For avoidance of doubt, all Company Transaction Costs shall be payable by the Surviving Corporation from amounts released from the Trust Account or other sources available to the Surviving Corporation at the Closing, including Company Available Closing Date Cash. On the first Business Day following the date of this Agreement, the Company shall advance (or cause one or more of its direct or indirect Company Subsidiaries to advance) to Buyer the Upfront Payment Amount (pursuant to and as defined in the Expense Reimbursement Letter).

Section 2.13. Available Company Closing Date Cash. No sooner than five (5) and no later than two (2) Business Days prior to the Closing Date, the Company shall provide to Buyer a written report setting forth the Company's good faith estimate of the Available Company Closing Date Cash (together with such reasonable supporting documentation as may be requested prior to such deadline by Buyer).

Section 2.14. Disbursement of Trust Account. On or prior to the Closing (subject to the satisfaction or waiver of the conditions set forth in Article IX and provision of notice thereof to the Trustee (as hereinafter defined) (which notice Buyer shall provide to the Trustee in accordance with the terms of the Trust Agreement)), Buyer shall make appropriate arrangements to cause the balance of the funds in the Trust Account, to be disbursed in accordance with the Trust Agreement, including, without limitation, causing the documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered, for the following: (a) the redemption of any shares of Buyer Common Stock in connection with the Redemption Offer; (b) the payment of the Buyer Transaction Costs pursuant to Section 2.11, the payment of Company Transaction Costs pursuant to Section 2.12 and the payment of the cash in lieu of the issuance of any fractional shares pursuant to Section 2.06(c); (c) the deposit of the Class C Redemption Amount with the Exchange Agent pursuant to Section 2.09(b) and (d) the balance of the assets in the Trust Account, if any, after payment of the amounts required under the foregoing clauses (a), (b) and (c), to be disbursed to Buyer.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer that, except as set forth in the Disclosure Schedules:

Section 3.01. Organization and Authority. The Company is a public limited liability company (*société anonyme*) duly incorporated, validly existing and, to the extent legally applicable, in good standing under the Laws of the Grand-Duchy of Luxembourg and has all necessary power to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Company Transaction Agreements (subject to the approvals described in Section 3.04 and Section 3.05). Other than the receipt of the Company Shareholder Approval, the execution and delivery by the Company of the Company Transaction Agreements and the consummation by the Company of the Transactions have been duly authorized by all requisite action on the part of the Company. The execution, delivery and performance of the Transaction Agreements and the consummation of the Transactions have been duly, validly authorized and approved by the Company Board, and the Company Board has resolved to extend the date set forth in clause (i) of the definition of "Common Share Trigger" as defined in Article 33(n) of the Amended and Restated Articles of Incorporation of the Company, dated as of August 27, 2020, to the Outside Date. This Agreement has been, and upon execution and delivery, the other Company Transaction Agreements will be, duly executed and delivered by the Company. Assuming due authorization, execution and delivery by Buyer, this Agreement constitutes, and upon execution and delivery, the other Company Transaction Agreements will constitute, legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Bankruptcy and Equity Exception. The Company Shareholder Approval is the only vote of the holders of any capital stock or other equity securities (if applicable) of the Company required to approve and adopt this Agreement and approve the transactions contemplated hereby. The shareholders' agreement made and entered into as of August 27, 2020 by and among the Company and all of the shareholders of the Company (as amended on September 27, 2020) is effective and enforceable in accordance with its terms.

Section 3.02. Formation and Qualification of the Company Subsidiaries. Each Company Subsidiary is a corporation or other organization duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to own, lease or operate its assets and properties and to operate its business as now conducted. Each Company Subsidiary is duly licensed or qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so licensed, qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.03. Capital Structure of the Company and the Company Subsidiaries.

(a)

(i) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of the Company is set forth on Schedule 3.03(a)(i).

(ii) The register of shareholders of the Company is up to date as of the Agreement Date. Except as set forth on Schedule 3.03(a)(ii), as of the Agreement Date, there are no other shares or other equity interests of the Company authorized, reserved, issued or outstanding. All of the Company Shares have been duly authorized and validly issued, are fully paid and nonassessable, were issued in compliance in all material respects with applicable Securities Laws, were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights and are fully vested.

(iii) There are no (A) subscriptions, calls, options, warrants, redemption or repurchase rights or rights of conversion or other similar rights, agreements, arrangements or commitments obligating the Company to issue or sell any shares of its capital stock, other equity interests, debt securities or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement and (B) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in the Company.

(iv) There are no outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the shareholders of the Company may vote.

(v) Except as set forth on Schedule 3.03(a)(v), there are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the Company Shares.

(b)

(i) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Subsidiary of the Company is set forth on Schedule 3.03(b)(i).

(ii) Except as set forth on Schedule 3.03(b)(ii), one or more of the Company and/or the Company Subsidiaries own all of the outstanding capital stock or other equity interests of each Company Subsidiary, free and clear of all Liens, except (A) any Lien arising out of, under or in connection with the Securities Act or any other applicable Securities Laws or (B) any Lien arising out of, under or in connection with this Agreement or any other Transaction Agreement. All outstanding shares or other equity interests of each Company Subsidiary reflected as owned by one or more of the Company and/or other Company Subsidiaries on Schedule 3.03(b) have been duly authorized and validly issued in compliance in all material respects with applicable Law, are fully vested and paid and, except with respect to any Nova Scotia incorporated unlimited company, nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. There are no (x) subscriptions, calls, options, warrants, redemption or repurchase rights or rights of conversion or other rights, agreements, arrangements or commitments obligating any Company Subsidiary to issue or sell any of its shares, other equity interests, debt securities or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement and (y) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in any Company Subsidiary. There are no outstanding bonds, debentures, notes or other indebtedness of any of the Company Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the stockholders of any Company Subsidiary may vote.

(iii) There are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of any Company Subsidiary.

(c) As of the Agreement Date, except for the Company's or the Company Subsidiaries' ownership interest in such Company Subsidiaries, neither the Company nor the Company Subsidiaries own any capital stock or any other equity interests in any other Person or has any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any shares of the capital stock or other equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other equity interests, of such Person.

(d) As of the Agreement Date, the Company has not adopted the Incentive Equity Plan and no awards have been issued thereunder.

Section 3.04. No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 3.04 or described in Section 3.05 have been obtained or satisfied, except as otherwise provided in this Agreement, the execution, delivery and performance by the Company of the Company Transaction Agreements do not and will not:

(a) violate, conflict with, or result in the breach of, the certificate or articles of incorporation, articles of association or bylaws (as applicable) or similar organizational documents of the Company or any of the Company Subsidiaries;

(b) violate or conflict with, any Law, Permit or Order applicable to the Company or any of the Company Subsidiaries, or any of their respective properties or assets, except for such violations or conflicts that would not be reasonably likely to, individually or in the aggregate, result in a Material Adverse Effect; or

(c) violate, conflict with, result in a breach of or the loss of any benefit under, constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under or result in the termination or acceleration of or give rise to any right to adversely modify, terminate, accelerate or cancel, or result in a loss of a material benefit under or result in the creation of any Lien on any assets, equity interests or properties (including Intellectual Property) of the Company or any of the Company Subsidiaries pursuant to, any Material Contract or material Real Property Lease that would not be reasonably likely to, individually or in the aggregate, result in a Material Adverse Effect.

Section 3.05. Consents and Approvals. The execution, delivery and performance by the Company of the Company Transaction Agreements and the consummation of the Transactions do not and will not require any Consent, waiver, or other action by, or any filing with or notification to, any Government Authority by the Company or any of its Subsidiaries, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the failure to obtain such Consent or waiver, or to take such action or make such filing or notification would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (c) the filing of the Joint Merger Proposal and subsequent publication with the Luxembourg Register of Commerce and Companies (R.C.S.), (d) a filing of the Certificate of Merger in accordance with the DGCL or (e) the adoption of the Board Confirmation in the presence of a Luxembourg notary and the subsequent filing and publication of the Company Shareholder Approval and the Board Confirmation in the Luxembourg Register of Commerce and Companies (R.C.S.).

Section 3.06. Financial Information; Absence of Undisclosed Liabilities.

(a) Schedule 3.06 sets forth (i) the unaudited consolidated balance sheet as of July 31, 2020 and the consolidated statements of operations of Pointwell Limited, a limited company formed under Irish law with Registration Number 540778 ("**Pointwell**") for the six-month period ended July 31, 2020 (the "**Unaudited Pointwell Financial Statements**"), (ii) the audited consolidated balance sheets as of January 31, 2018, January 31, 2019 and January 31, 2020, and the consolidated statements of operations, comprehensive income (loss), changes in equity and cash flows of Pointwell for the fiscal years ended January 31, 2018, January 31, 2019 and January 31, 2020 (the "**Audited Pointwell Financial Statements**") and (iii) the unaudited consolidated balance sheet as of August 31, 2020, prepared based on preliminary estimates and judgements to implement fresh start accounting required by GAAP that will be subject to finalization at a later date with the assistance of third-party specialists, and the consolidated statements of operations of Pointwell for the one-month period ended August 31, 2020 (the "**Post-Emergence Financial Statements**", and, together with the Unaudited Pointwell Financial Statements and the Audited Pointwell Financial Statements, the "**Financial Statements**"). The Financial Statements (A) have been prepared based on the books and records of Pointwell, the Company and their respective Subsidiaries, as applicable (B) have been prepared in all material respects in accordance with GAAP, except with respect to the Post-Emergence Financial Statements, subject to finalization at a later date with the assistance of third-party specialists, and (C) present fairly, in all material respects in accordance with GAAP, the consolidated financial condition and results of operations of Pointwell and its Subsidiaries, as applicable, as of the respective dates and for the respective periods presented, subject in the case of each of the Unaudited Pointwell Financial Statements and the Post-Emergence Financial Statements to normal year-end adjustments and the absence of complete notes.

(b) Other than (i) as set forth in the Financial Statements, (ii) Liabilities for Taxes, (iii) Liabilities incurred in the ordinary course of business since August 31, 2020, (iv) Liabilities arising under this Agreement, and (v) Liabilities that are not material to the Company and the Company Subsidiaries, taken as a whole, there are no Liabilities of the Company or the Company Subsidiaries that are required to be reflected on, reserved against or otherwise described in a balance sheet prepared in accordance with GAAP.

Section 3.07. Absence of Certain Changes or Events.

(a) Except as contemplated by the Transaction Agreements or in connection with the negotiation and execution of the Transaction Agreements or the consummation of the Transactions, since January 31, 2020 through the Agreement Date, excluding any material actions, activities or conduct of the Business taken to mitigate, remedy, respond to or otherwise address the effects or impact of the COVID-19 pandemic on the Business (such measures being set forth in Schedule 3.07), including complying with shelter in place and non-essential business orders by any Government Authority or measures to protect the health or safety of any Person, (i) the Business has been conducted in all material respects in the ordinary course and (ii) neither the Company nor any Company Subsidiaries have taken any action outside of the ordinary course of business that is material to the Company and the Company Subsidiaries, taken as a whole.

(b) Since January 31, 2020, there has not been, individually or in the aggregate, a Material Adverse Effect.

Section 3.08. Absence of Litigation. As of the Agreement Date, no Actions (including unsatisfied judgements and open injunctions) are pending or, to the Knowledge of the Company, threatened against the Company or the Company Subsidiaries that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or would prevent or materially impair or delay the ability of the Company to consummate the Transactions. None of the Company or the Company Subsidiaries or any property, asset or Business of the Company or the Company Subsidiaries is subject to any Order or, to the knowledge of the Company, any continuing investigation by any Government Authority, in each case, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.09. Compliance with Laws.

(a) None of the Company or the Company Subsidiaries is, or has been since January 31, 2018, in violation of any Laws or Orders applicable to the conduct of the Business, except where the failure to be in compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor the Company Subsidiaries has received any written notice of or been charged with the violation of any Laws, except where such violation would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Since January 31, 2017, (i) there has been no action taken by the Companyor the Company Subsidiaries, nor, any officer, director, manager, employee, or to the Knowledge of the Company, any agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, acting on behalf of or in connection with the Company or any of the Company Subsidiaries, in violation of any applicable Anti-Corruption Law, (ii) none of the Company orany Company Subsidiary, nor any officer, director, manager, employee, or to the Knowledge of the Company, any agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Government Authority for violation of any applicable Anti-Corruption Laws, (iii) none of the Company or any Company Subsidiary has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Government Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Law and (iv) none of the Company or any Company Subsidiary has received any written notice or citation from a Government Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law. The Company and each Company Subsidiary have implemented and maintains effective internal controls reasonably designed to prevent and detect violations of all applicable Anti-Corruption Laws; and the Company and each Company Subsidiary have recorded and maintained accurate books and records, including appropriate and lawful supporting documentation.

(c) Neither the Company nor any Company Subsidiaries or any of their respective officers, managers, or employees, or, to the Knowledge of the Company, any of their consultants, representatives, agents or Affiliates, is (i) a person that is designated on, or is owned or controlled by a person that is designated on any list of sanctioned parties maintained by the United States, Canada, the United Kingdom, or the European Union, including the list of Specially Designated Nationals and Blocked Persons maintained by OFAC; or (ii) located or organized in a country or territory that is or whose government is, or has been in the past five (5) years, the target of comprehensive sanctions imposed by the United States, Canada, European Union or United Kingdom (including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimean region of the Ukraine).

(d) Since January 31, 2017, except as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect: (i) there has been no action taken by the Company or the Company Subsidiaries, or, to the Knowledge of the Company, any officer, director, manager, employee, agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, acting on behalf of the Company or any of the Company Subsidiaries in violation of International Trade Laws; (ii) none of the Company or any Company Subsidiary have been convicted of violating any International Trade Law or subjected to any investigation by a Government Authority for violation of any applicable International Trade Law, (iii) none of the Company or any Company Subsidiary have conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Government Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Law and (iv) none of the Company or any Company Subsidiary have received any written notice or citation from a Government Authority for any actual or potential noncompliance with any applicable International Trade Law.

Section 3.10. Intellectual Property.

(a) Schedule 3.10(a) sets forth a list, as of the Agreement Date, of all material Business Registrable IP. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the operation of the Business, taken as a whole, (i) all necessary registration, maintenance and renewal fees currently due in connection with such Business Registrable IP have been made, (ii) all necessary documents, recordations and certificates in connection with such Business Registrable IP have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting or maintaining such Business Registrable IP and (iii) no interference, opposition, reissue, reexamination or other similar proceeding is pending in which any such Business Registrable IP is being contested or challenged.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the operation of the Business, (i) the Company and the Company Subsidiaries collectively own, and have good and valid title to, all Business Intellectual Property (free and clear of all Liens, except for Permitted Liens), (ii) none of the Business Intellectual Property is subject to any Action or outstanding Order materially restricting the use, distribution, transfer or licensing thereof by the Company or the Company Subsidiaries, (iii) neither this Agreement nor the Transactions will cause the forfeiture or termination of any Business Intellectual Property, and (iv) each of the Company and the Company Subsidiaries has taken commercially reasonable steps to enforce, protect and maintain each item of Business Intellectual Property.

(c) As of the Agreement Date, the operation of the Business by the Company and the Company Subsidiaries as it is conducted on the Agreement Date does not infringe upon or misappropriate the Intellectual Property of any third party in a manner that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) To the Knowledge of the Company, as of the Agreement Date, no Person is infringing or misappropriating any Business Intellectual Property, except for any such infringements or misappropriations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) As of the Agreement Date, none of the Company or the Company Subsidiaries have received any written claim or notice from any Person since January 31, 2019 alleging that the operation of the Business by the Company or the Company Subsidiaries infringes upon or misappropriates any Intellectual Property of any third party which, if proven or established, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the Agreement Date, there are no Actions pending or, to the Knowledge of the Company, threatened in writing against the Company or the Company Subsidiaries alleging that the operation of the Business as presently conducted by the Company or the Company Subsidiaries infringes upon or misappropriates any Intellectual Property of any third party which, if proven or established, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, to the Knowledge of the Company, since January 31, 2019, no Person has gained unauthorized access to or made any unauthorized use of any Personal Data collected, used, processed, or stored by either the Company or the Company Subsidiaries. Each of the Company and the Company Subsidiaries has reasonable security measures in place to protect Personal Data collected, used, processed, or stored in its computer systems from unlawful or improper access or use by any third party or any other access or use by a third party that would violate its contractual obligations or privacy policies. As of the Agreement Date, no Actions are pending or, to the Knowledge of the Company, threatened against the Company or the Company Subsidiaries relating to the collection, use, processing, or storage of Personal Data.

(g) The Company and the Company Subsidiaries take commercially reasonable steps to maintain the confidentiality of all material Trade Secrets included in the Business Intellectual Property. To the Knowledge of the Company, since January 31, 2019, there has been no unauthorized use by any Person of any such material Trade Secrets, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) To the Knowledge of the Company, each of the Company and the Company Subsidiaries has, since January 31, 2019, complied with (i) all applicable Laws relating to the use, processing, storage, protection, privacy and security of Personal Data, including the EU General Data Protection Regulation 2016/697, the California Consumer Privacy Act, and applicable data breach notification laws, (ii) their respective privacy policies and contractual obligations that relate to Personal Data, and (iii) to the Knowledge of the Company, the Transaction will not violate any such Laws, policies, or obligations, except, in each case of (i) – (iii), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and the Company Subsidiaries have not disclosed, and to the Knowledge of the Company, no third party has disclosed the source code of Software owned by the Company or any Company Subsidiary to any third party other than under a binding agreement with a reputable escrow agent on the agent's standard terms. To the Knowledge of the Company, (i) the release of any such source code has not been triggered and (ii) no fact or matter exists which might, now or in the future, trigger release of that source code. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and the Company Subsidiaries (i) have not used any Open Source Software in a manner that would (A) require disclosure or distribution of any Business Technology in source code form, (B) require the licensing of any Business Technology for the purpose of making derivative works thereof or (C) impose any material restriction on the consideration to be charged for the distribution of any Business Technology and (ii) are in compliance with the applicable licenses for any such Open Source Software. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, all Software owned by the Company and the Company Subsidiaries (i) conforms in all material respects with all specifications, representations and warranties established by the Company or applicable Company Subsidiary or to its customers pursuant to its contractual obligations to its customers, (ii) is operative for its intended purpose free of any material defects or deficiencies and does not contain any virus or other software routines or hardware components designed to permit unauthorized access or to disable, erase or otherwise harm Software, hardware or data and (iii) has been maintained by the Company or the Company Subsidiaries in accordance with their contractual obligations to their customers.

(j) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) since January 31, 2019, there have been no failures, breakdowns, breaches, outages or unavailability of the hardware, firmware, networks, platforms, servers, interfaces, applications, web sites and related systems primarily used in the Business and included in the Business (collectively, the "**Business Information Systems**"), (ii) the Company and the Company Subsidiaries have taken commercially reasonable steps to ensure that, except as may have been created, stored or used in connection with the development, testing or validation of the products and services of its business, the Business Information Systems are free from any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," or "virus" (as these terms are commonly used in the computer software industry) or other software routines or hardware components intentionally designed to permit unauthorized access, to disable or erase software, hardware or data or to perform any other similar type of unauthorized activities, including by the use of antivirus software with the intention of protecting the Business Information Systems from becoming infecting by viruses and other harmful code and (iii) the Company and the Company Subsidiaries have implemented reasonable backup, security and disaster recovery technology and business continuity procedures consistent with industry practices.

(k) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 3.10 are the sole and exclusive representations and warranties made pertaining or relating to Intellectual Property, Personal Data and the subject matters set forth in this Section 3.10.

Section 3.11. Environmental Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) each of the Company and the Company Subsidiaries is, and has been during the last three (3) years, in compliance with Environmental Laws, including those Environmental Permits necessary to operate the Business;

(ii) to the Knowledge of the Company, neither the Company nor any Company Subsidiary has released any Hazardous Materials at, in, on or under any Leased Real Property or at any other location except as would not reasonably be expected to require investigation or remediation by the Company or any Company Subsidiary pursuant to Environmental Laws;

(iii) neither the Company nor the Company Subsidiaries is subject to any current Order relating to any non-compliance with Environmental Laws or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials; and

(iv) there are no Actions pending or, to the Knowledge of the Company, threatened in writing, against the Company or any of the Company Subsidiaries alleging that any either the Company or any Company Subsidiary is violating, or responsible for a Liability under, any Environmental Law, in each case with respect to the Business, the Company or the Company Subsidiaries.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 3.11 are the sole and exclusive representations and warranties of the Company pertaining or relating to any environmental matters, including those related to Environmental Laws, Environmental Permits or Hazardous Materials.

Section 3.12. Material Contracts.

(a) Schedule 3.12 lists the following Contracts (other than purchase orders), which are Contracts to which one or more of the Company or the Company Subsidiaries is a party that is in effect on the Agreement Date (collectively, the "**Material Contracts**"):

(i) Contracts which restrict in any material respect or contain any material limitations on the ability of the Company or the Company Subsidiaries to compete in any material line of business in any geographical territory;

(ii) Contracts, other than Employee Plans, with any officer or director of the Company or any Company Subsidiary;

(iii) Contracts to sell (including an assignment to a third party with respect to Leased Real Property) or otherwise dispose (other than a license or sublicense) of any material asset of the Company or any Company Subsidiary, other than in the ordinary course of business, which Contracts have obligations that have not been satisfied or performed;

(iv) Contracts relating to the acquisition or disposition by the Company or any Company Subsidiary of any operating business, business organization, division or the capital stock of any Person, in each case, for consideration in excess of $2,000,000 and which acquisition or disposition is pending or was consummated within the last four (4) years;

(v) Contracts with outstanding obligations for the purchase of personal property, fixed assets or real estate having a value individually, with respect to all purchases thereunder, in excess of $2,000,000 or, together with all related Contracts, in excess of $2,000,000, in each case, other than purchases in the ordinary course of business consistent with past practices;

(vi) Contracts relating to creating, incurring, assuming or guaranteeing Debt, making any loans or extending credit, granting a Lien on assets, whether tangible or intangible, to secure Debt, in each case, involving amounts in excess of $2,000,000;

(vii) Contracts, other than the Employee Plans, (A) to purchase goods, products or services from a supplier that will result in purchases or expenditures by the Company or the Company Subsidiaries with the same supplier in an aggregate amount that exceeds $2,000,000 annually or (B) to sell goods, products or services to a customer that will result in sales by the Company or the Company Subsidiaries in an aggregate amount that exceeds $2,000,000 annually, and (C) in the case of (A) and (B), extends or requires performance by any party thereto for more than one (1) year from the Agreement Date and are not terminable by the Company or the applicable Company Subsidiary party thereto without penalty on less than one hundred eighty (180) days' notice;

(viii) Contracts pursuant to which a third party has granted to the Company or any Company Subsidiary a license under, or a covenant not to sue in respect of, Intellectual Property, other than (A) agreements relating to commercially available off the shelf computer software pursuant to which the license fees are less than $2,000,000 per year in the aggregate, (B) licenses granted by customers, vendors, suppliers, technology partners, or distributors in the ordinary course of business or (C) such licenses that are not material to the Business;

(ix) Contracts pursuant to which the Company or any Company Subsidiary has granted to any Person a license under, or a covenant not to sue in respect of, material Business Intellectual Property, other than (A) intercompany licenses between the Company or the Company Subsidiaries and (B) licenses granted to customers and technology partners in the ordinary course of business;

(x) Contracts between the Company or any of the Company Subsidiaries, on the one hand, and a shareholder of the Company, on the other hand, that will not be terminated at or prior to the Closing;

(xi) Contracts establishing any joint venture, partnership, strategic alliance or other collaboration that is material to the Business taken as a whole;

(xii) material settlements or other arrangements entered into during the two (2)-year period ending on the Agreement Date with respect to any Action; and

(xiii) Contracts not made in the ordinary course of business and not disclosed pursuant to any other clause under this Section 3.12 and have resulted in, or are expected to result in, revenue or require expenditures in excess of $2,000,000 in the twelve (12) month period ending on January 31, 2020 or any subsequent calendar year.

(b) Each Material Contract is in full force and effect and represent the legal, valid and binding obligation of the Company or the Company Subsidiary(ies) party thereto, as the case may be, and, to the Knowledge of the Company, each other party to such Material Contract, and is enforceable against the Company or the applicable Company Subsidiary, as the case may be, and, to the Knowledge of the Company, each other party to such Material Contract, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception.

(c) Neither the Company nor any Company Subsidiary has delivered any notice of any default or event that with notice or lapse of time or both would constitute a default by a third party under any Material Contract, except for defaults that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Since January 31, 2020, neither the Company nor any Company Subsidiary has received any written or oral claim or notice of material breach of or material default under any Material Contract.

(e) To the Knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any Material Contract by the Company or any Company Subsidiary.

(f) Since January 31, 2020, neither the Company nor any Company Subsidiary has received written notice from a third party under any Material Contract that such party intends to terminate or not renew any such Material Contract.

Section 3.13. Employment and Employee Benefits Matters.

(a) Schedule 3.13 lists, as of the Agreement Date, all material Employee Plans. With respect to each material Employee Plan, the Company has previously made available to Buyer a true and complete copy of the following documents, to the extent applicable: (i) any written plan documents and all amendments thereto (or a written description of the material terms (if not in writing), (ii) the most recent summary plan descriptions, (iii) the most recent Forms 5500 and all schedules thereto, (iv) the most recent actuarial report, (v) the most recent IRS determination letter (or, if applicable, advisory or opinion letter) and (vi) all material non-routine correspondence to or from any Government Authority received in the last year with respect to any such Employee Plan.

(b) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an advisory or opinion letter, from the IRS and, to the Knowledge of the Company, no facts or circumstances exist that would reasonably be expected to cause the IRS to revoke such letter.

(c) No Employee Plan is (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA or (ii) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA).

(d) Each Employee Plan has been operated in accordance with its terms and the requirements of ERISA and all applicable Laws, in all material respects.

(e) No material Actions are pending or, to the Knowledge of the Company, threatened in writing from any Government Authority in connection with any Employee Plan (other than routine benefit claims), that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) No Employee Plan provides benefits or coverage in the nature of health or life insurance following retirement or other termination of employment, other than coverage or benefits required to be provided under Part 8 of Subtitle B of Title I of ERISA or Section 4980B of the Code, or any other applicable Law.

(g) The consummation of the Transactions will not, either alone or in combination with another event, (i) accelerate the time of payment or vesting, (ii) materially increase the amount of compensation or benefits due under any Employee Plan or (iii) result in any "disqualified individual" receiving any payment that would be characterized as an "excess parachute payment" (each such term as defined in Section 280G of the Code).

(h) Each of the Company and the Company Subsidiaries are in compliance in all material respects with all applicable Laws with respect to employment and employment practices, including all Laws relating to wages, hours, employment discrimination, workers' compensation, the Fair Labor Standards Act of 1938, as amended, and comparable state or local wage and hour Laws, classification of employees and independent contractors, harassment and retaliation. There are no material Actions pending against either the Company or the Company Subsidiaries brought by a Service Provider, or to the Knowledge of the Company, threatened by, such Service Provider, challenging his or her status as an employee, partner, or independent contractor or making a claim for additional compensation or any benefits under any Employee Plan or otherwise.

(i) With respect to the Covered Employees, there are no (i) strikes, work stoppages, work slowdowns or lockouts pending, or, to the Knowledge of the Company, threatened against the Company, the Company Subsidiaries, or their respective Affiliates, or (ii) unfair labor practice charges, grievances or complaints pending, or, to the Knowledge of the Company, threatened by or on behalf of any Covered Employee, except in each case as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) No Covered Employee is represented by a labor union with respect to such employee's employment with the Company or the Company Subsidiaries and neither the Company nor the Company Subsidiaries is a party to, or otherwise subject to, any collective bargaining agreement or other similar labor union Contract, and, to the Knowledge of the Company, there is no organizational activity being made or threatened in writing by or on behalf of any labor union with respect to any Covered Employee.

(k) Neither the Company nor the Company Subsidiaries has incurred any Liability or notice obligation under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder or any similar state or local Law (the "**WARN Act**") that remains unsatisfied. Within the three (3) month period prior to the Agreement Date, there have not been any plant closing or mass layoff, or term of similar import within the meaning of the WARN Act.

(l) Since January 31, 2018, (i) no allegations of sexual harassment or other sexual misconduct have been made against any Covered Employee with the title of vice president or above, and (ii) there are no actions, suits, investigations or other Actions pending or, to Knowledge of the Company, threatened related to any allegations of sexual harassment or other sexual misconduct by any Covered Employee with the title of vice president or above. Since January 31, 2018, neither the Company nor any Company Subsidiary has entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any Covered Employee with the title of vice president or above.

(m) Except as would not reasonably be expected to cause a Material Adverse Effect, with respect to each Foreign Plan, (i) all employer and employee contributions to each Foreign Plan required by applicable Law or by the terms of such Foreign Plan have been made, or, if applicable, accrued in accordance with applicable accounting practices; (ii) if required by applicable Law to be funded, book-reserved or secured by an Insurance Policy, is funded, book-reserved or secured by an Insurance Policy, as applicable, based on reasonable actuarial assumptions in accordance with applicable accounting principles, (iii) if intended to qualify for special Tax treatment, such Foreign Plan meets all applicable requirements to qualify for such treatment, (iv) if intended to be filed, registered or approved by a competent Government Authority, has been duly and timely filed, registered or approved, as applicable; and (v) such Foreign Plan has been maintained in compliance with all applicable Laws.

(n) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 3.13 are the sole and exclusive representations and warranties made regarding Covered Employees, Employee Plans, Employee Plans or other employment or employee benefits matters.

Section 3.14. Taxes.

(a) The Company and the Company Subsidiaries have timely filed all income and other material Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns. All material amounts of Taxes owed by the Company and the Company Subsidiaries, whether or not shown on such Tax Returns, have been paid or properly accrued for on the applicable Financial Statements.

(b) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes due from the Company or the Company Subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.

(c) No Tax Contest is pending or threatened in writing with respect to any material Taxes due from or with respect to the Company or the Company Subsidiaries, no material deficiencies for any Taxes have been assessed in writing by a Taxing Authority against the Company or any Company Subsidiary that have not been have been fully and timely paid, settled or properly reflected in the applicable Financial Statements, and no claim in writing has been made by any Taxing Authority in a jurisdiction where the Company or the Company Subsidiaries do not file Tax Returns that the Company or any of the Company Subsidiaries is or may be subject to taxation by that jurisdiction.

(d) The Company and the Company Subsidiaries have complied in all material respects with all applicable withholding and remitting obligations for Taxes required to have been withheld in connection with amounts paid to any employees, independent contractors, creditors, stockholders and third parties and have complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(e) To the Knowledge of the Company, neither the Company nor any Company Subsidiary has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

(f) Neither the Company nor any Company Subsidiary has taken any reporting position with respect to a material amount of Taxes on an income Tax Return, which reporting position (A) if not sustained would be reasonably likely, absent disclosure, to give rise to a penalty for substantial understatement of federal income Tax under Section 6662 of the Code (or any similar provision of state, local, or non-U.S. Tax law), and (B) has not adequately been disclosed on such Tax Return in accordance with Section 6662(d)(2)(B) of the Code (or any similar provision of state, local, or non-U.S. Tax law).

(g) Neither the Company nor any Company Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of material Taxes, or any similar agreement, contract or arrangement (other than any agreement, contract or arrangement not primarily related to Taxes entered into in the ordinary course of business), or has any liability for material Taxes of any Person (other than members of the affiliated group, within the meaning of Section 1504(a) of the Code, filing consolidated federal income Tax returns of which the Skillsoft Corporation, a Delaware corporation ("**Skillsoft**"), is the common parent) under Treasury Regulation Section 1.1502-6 or similar provision of state, local or non-U.S. Tax law, or as a transferee or successor.

(h) Neither the Company nor any Company Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of shares qualifying for tax-free treatment under Section 355 of the Code in the two (2) years prior to the Agreement Date.

(i) Neither the Company nor any Company Subsidiary will be required to include in a taxable period ending after the Closing Date material taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date) as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code or comparable provisions of state, local or non-U.S. Tax law.

(j) Neither the Company nor any Company Subsidiary has executed or entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or non-U.S. Tax law, and neither the Company nor any Company Subsidiary is subject to any private letter ruling of the IRS or comparable ruling of any other Taxing Authority.

(k) Neither the Company nor any Company Subsidiary has made any election pursuant to Section 965(h) of the Code.

(l) (i) Neither the Company nor the Company Subsidiaries has deferred any material "applicable employment taxes" under Section 2302 of the CARES Act and (ii) the Company and the Company Subsidiaries have properly complied in all material respects with all requirements for obtaining for all material credits received under Sections 7001 through 7005 of the FFCRA and Section 2301 of the CARES Act.

(m) Nothing in this Section 3.14 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, or Tax credit carryover or other Tax attribute or asset or (ii) any Tax positions that Buyer or any of its respective representatives or Affiliates (including the Company Subsidiaries) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

(n) The representations and warranties in Section 3.13, to the extent related to Taxes, and this Section 3.14 constitute the sole and exclusive representations and warranties of the Company with respect to Taxes, and no other representation or warranty contained in any other section of this Agreement shall apply to any Tax matters, and no other representation or warranty, express or implied, is being made with respect thereto.

Section 3.15. Real Property.

(a) Neither the Company nor the Company Subsidiaries owns any real property.

(b) All leases, subleases and licenses (including any amendments, renewals and guaranties with respect thereto) under which the Company or the Company Subsidiaries are a lessee, sublessee or licensee (the "**Real Property Leases**") are in full force and effect and are enforceable as against the Company or such Company Subsidiary, and to the Knowledge of the Company, as against any other counterparty thereto, in all material respects, in accordance with their respective terms, subject to the Bankruptcy and Equity Exception, and, to the Knowledge of the Company no written notices of material default under any Real Property Lease have been sent or received by the Company or the Company Subsidiaries within the twelve (12)-month period ending on the Agreement Date. True, correct and complete copies of the Real Property Leases have been made available to Buyer.

(c) To the Knowledge of the Company, neither the Company nor the Company Subsidiaries has received any written notice from any Government Authority asserting any violation of applicable Laws with respect to the Leased Real Property that remains uncured as of the Agreement Date and that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.16. Brokers. Except for fees and expenses of Houlihan Lokey Capital, Inc., no broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other similar fee or commission from the Company, the Company Subsidiaries or any of their respective Affiliates in connection with the Transactions.

Section 3.17. Insurance. Schedule 3.17 provides a summary of all Insurance Policies maintained for, at the expense of or for the benefit of, the Company, the Company Subsidiaries or the Business. Each such Insurance Policy is in full force and effect, all premiums due to date thereunder have been paid in full and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the Company nor the Company Subsidiaries is in default with respect to any other obligations thereunder. No written notice of cancellation, nonrenewal, in whole or in part, disallowance or reduction in coverage or claim with respect to any such Insurance Policy currently in force has been received by the Company or the Company Subsidiaries as of the Agreement Date.

Section 3.18. Customers and Suppliers. Schedule 3.18 sets forth a true and complete list of the (i) twenty-five (25) largest customers of the Business, as measured by the dollar amount of net sales during the twelve (12) month period ending on January 31, 2020 and (ii) fifteen (15) largest suppliers of the Business, as measured by the dollar amount of purchases therefrom or thereby during the twelve (12) month period ending on January 31, 2020. To the Knowledge of the Company, since January 31, 2020, (a) no customer or supplier listed on Schedule 3.18 has terminated its relationship with the Company or any of the Company Subsidiaries or materially reduced the pricing or other terms of its business with the Company or any of the Company Subsidiaries, and (b) no customer or supplier listed on Schedule 3.18 has notified the Company or any of the Company Subsidiaries that it intends to terminate or materially reduce the pricing or other terms of its business with the Company or any of the Company Subsidiaries.

Section 3.19. Information Provided. None of the information relating to the Company, the Company Subsidiaries or the Business supplied or to be supplied by the Company, the Company Subsidiaries or by any other Person acting on behalf of any of the Company or the Company Subsidiaries, in writing specifically for inclusion or incorporation by reference in the Registration Statement or the Joint Proxy Statement/Prospectus will, as of the date on which the Registration Statement becomes effective, the Mailing Date, and at the time of the Special Meeting (as applicable), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.20. Affiliate Agreements. Except as set forth onSchedule 3.20, other than Employee Plans, neither the Company nor any Company Subsidiary is a party to any material Contract with any (i) present or former executive officer or director of the Company, (ii) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of the Company or (iii) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Exchange Act) of any of the foregoing (each of the foregoing, a "**Company Affiliate Agreement**").

Section 3.21. Internal Controls. Each of the Company and the Company Subsidiaries maintains a system of internal accounting controls designed to provide reasonable assurance that transactions are: (a) executed in accordance with management's general or specific authorizations and (b) recorded as necessary in all material respects to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability.

Section 3.22. Permits. Each of the Company and the Company Subsidiaries has all material Permits (the "**Material Permits**") that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each Material Permit is in full force and effect in accordance with its terms, (b) no outstanding written notice of revocation, cancellation or termination of any Material Permit has been received by the Company or any of the Company Subsidiaries, (c) to the Knowledge of the Company, none of such Permits upon its termination or expiration in the ordinary due course will not be renewed or reissued in the ordinary course of business upon terms and conditions substantially similar to its existing terms and conditions, (d) there are no Actions pending or, to the Knowledge of the Company, threatened, that seek the revocation, cancellation, limitation, restriction or termination of any Material Permit and (e) each of the Company and the Company Subsidiaries is in compliance with all Material Permits applicable to the Company or such Company Subsidiary, as applicable.

Section 3.23. Contemplated Divestitures. As of the Agreement Date, except as contemplated by the Transaction Agreements, neither the Company nor any Company Subsidiary has entered into any definitive agreement pursuant to which the Company or any Company Subsidiary shall sell (or, with respect to any material Leased Real Property, assign) or otherwise dispose to a third party of any material asset of the Company or such Company Subsidiary, other than (a) with respect to commitments for capital expenditures contemplated by the CapEx Budget, (b) licenses of Intellectual Property in the ordinary course of business or (c) as set forth in any Material Contracts.

Section 3.24. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article III (as modified by the Disclosure Schedules), neither the Company nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company, the Company Subsidiaries or any of their respective Affiliates, including any representation or warranty regarding the Company, the Company Subsidiaries or any other Person, the Business, any Transaction, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and the Company hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company, the Company Subsidiaries or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Article III (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of the Company or the Company Subsidiaries, respectively), including omissions therefrom. Without limiting the foregoing, the Company does not make any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer of any of its Affiliates regarding the probable success, profitability or value of the Company, the Company Subsidiaries or the Business.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant if specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent) or in the SEC Reports filed or furnished by Buyer prior to the Agreement Date (excluding (x) any disclosures in such SEC Reports under the headings "Risk Factors," "Forward-Looking Statements" or "Qualitative Disclosures About Market Risk" and other disclosures that are predictive, cautionary or forward looking in nature and (y) any exhibits or other documents appended thereto), Buyer represents and warrants as follows:

Section 4.01. Formation and Authority of Buyer; Enforceability. Buyer is duly incorporated and is validly existing as a corporation in good standing under the Laws of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted. Buyer is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in its respective organizational documents. Buyer is duly licensed or qualified and in good standing as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified has not and would not, individually or in the aggregate, reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to enter into this Agreement or consummate the Transactions.

Section 4.02. Due Authorization. (a) Buyer has all requisite corporate or entity power and authority to execute and deliver the Buyer Transaction Agreements and, upon receipt of the Buyer Stockholder Approval and the effectiveness of each of the Buyer A&R Charter Amendment and the Buyer Second A&R Charter, to perform its obligations hereunder and thereunder and to consummate the Transactions and the PIPE Transaction (subject to the approvals described in Section 4.03 or 4.04). The execution, delivery and performance of the Buyer Transaction Agreements and the consummation of the Transactions have been duly, validly and unanimously authorized and approved by the Buyer Board and, except for the Buyer Stockholder Approval and the effectiveness of each of the Buyer A&R Charter Amendment and the Buyer Second A&R Charter, no other corporate or equivalent proceeding on the part of Buyer is necessary to authorize the Buyer Transaction Agreements or Buyer's performance hereunder or thereunder. This Agreement has been, and each other Buyer Transaction Agreement will be, duly and validly executed and delivered by Buyer and, assuming due authorization and execution by each other party hereto and thereto, this Agreement constitutes, and each other Buyer Transaction Agreement will constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) The approval by the Buyer Stockholders of the Required Proposals in each case by the Applicable Majority (the "**Buyer Stockholder Approval**"), are the only votes of any of Buyer's capital stock necessary in connection with the entry into this Agreement by Buyer and the consummation of the Transactions.

(c) At a meeting duly called and held, the Buyer Board has unanimously: (i) determined that this Agreement and the Transactions are fair to, advisable and in the best interests of the Buyer Stockholders; (ii) determined that the fair market value of the Business is equal to at least 80% of the amount held in the Trust Account (less any deferred underwriting commissions and taxes payable on interest earned) as of the Agreement Date; (iii) approved the Transactions as a Business Combination; and (iv) resolved to recommend to the stockholders of Buyer approval of the Proposals.

Section 4.03. No Conflict. Upon receipt of the Buyer Stockholder Approval and the effectiveness of each of the Buyer A&R Charter Amendment and the Buyer Second A&R Charter, provided that all Consents, waivers and other actions described in Section 4.04 have been obtained, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not:

(a) violate or conflict with, or result in the breach of the certificate or articles of incorporation or bylaws or similar organizational documents of Buyer;

(b) conflict with or violate in any material respect any Law, Permit or Order applicable to Buyer or any of Buyer's properties or assets except for such violations or conflicts that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to enter into this Agreement or consummate the Transactions; or

(c) violate or conflict with, result in any breach of or the loss of any benefit under, constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under or result in the termination or acceleration of, or give to any Person any right to adversely modify, terminate, accelerate or cancel, or result in the creation of any Lien on any assets, equity or properties (including Intellectual Property) of Buyer pursuant to, any Contract to which Buyer or any of its Subsidiaries or Affiliates is a party or by which any of such assets or properties is bound, except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not materially, individually or in the aggregate, impair or delay the ability of Buyer to consummate the Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 4.04. Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements or the consummation of the Transactions do not and will not require any Consent, waiver or other action by, or any filing with or notification to, any Government Authority, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) as required by Securities Laws, (c) as required by the NYSE, (d) the filing and effectiveness of each of the Buyer A&R Charter Amendment and the Buyer Second A&R Charter, (e) a filing of the Certificate of Merger in accordance with the DGCL or (f) where the failure to obtain such Consent or waiver, to take such action, or to make such filing or notification, would not materially impair or delay the ability of Buyer to consummate the Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 4.05. Absence of Litigation and Proceedings. As of the Agreement Date, no Actions (including unsatisfied judgements and open injunctions) are pending or, to the knowledge of Buyer, threatened against Buyer or otherwise affecting Buyer or its assets that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer or would prevent or materially impair or delay the ability of Buyer to consummate the Transactions. Buyer is not, nor is any property, asset or business of Buyer, subject to any Order or, to the knowledge of Buyer, any continuing investigation by any Government Authority, in each case, that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer or would prevent or materially impair or delay the ability of Buyer to consummate the Transactions.

Section 4.06. Financial Ability; Trust Account

(a) As of the Agreement Date, there is at least $690,000,000 invested in a trust account (the "**Trust Account**") maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee (the "**Trustee**"), pursuant to the Investment Management Trust Agreement, dated June 26, 2019, by and between Buyer and the Trustee (the "**Trust Agreement**"). Prior to the Closing, none of the funds held in the Trust Account may be released except in accordance with the Trust Agreement, Buyer Organizational Documents and Buyer's final prospectus dated June 26, 2019. Amounts in the Trust Account are invested in United States Government securities or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended. Buyer has performed all material obligations required to be performed by it to date under, and is not in material default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Agreement Date, there are no claims or proceedings pending with respect to the Trust Account. Since June 26, 2019 through the Agreement Date, Buyer has not released any money from the Trust Account (other than interest income earned on the principal held in the Trust Account as permitted by the Trust Agreement). As of the Closing, the obligations of Buyer to dissolve or liquidate pursuant to the Buyer Organizational Documents shall terminate, and as of the Closing, Buyer shall have no obligation whatsoever pursuant to the Buyer Organizational Documents to dissolve and liquidate the assets of Buyer by reason of the consummation of the Transactions. To Buyer's knowledge, as of the Agreement Date, following the Closing, no Buyer Stockholder shall be entitled to receive any amount from the Trust Account except to the extent such Buyer Stockholder is a Converting Stockholder.

(b) As of the Agreement Date, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with their respective obligations hereunder, Buyer has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Buyer on the Closing Date.

(c) As of the Agreement Date, Buyer does not have, or have any present intention, agreement, arrangement or understanding to enter into or incur, any obligation with respect to or under any Debt.

Section 4.07. Absence of Restraints; Compliance with Laws.

(a) To the knowledge of Buyer, no facts or circumstances exist that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to consummate the Transactions on a timely basis or otherwise perform its obligations under the Buyer Transaction Agreements.

(b) Buyer is not in violation of any Laws or Orders applicable to the conduct of its business, except for violations the existence of which would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to consummate the Transactions on a timely basis, or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 4.08. Brokers. Except for the fees and expenses described on Schedule 4.08, no broker, finder, investment banker or any other Person is entitled to any brokerage, finder's or other similar fee or commission from Buyer or any of Buyer's Affiliates in connection with the Transactions or the PIPE Transaction.

Section 4.09. SEC Reports; Financial Statements; Sarbanes-Oxley Act; Undisclosed Liabilities.

(a) Buyer has filed in a timely manner all required registration statements, reports, schedules, forms, statements and other documents required to be filed by it with the SEC since June 26, 2019 (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "**SEC Reports**"). None of the SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the Agreement Date or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of Buyer as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended.

(b) Buyer has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Buyer is made known to Buyer's principal executive officer and its principal financial officer, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. To Buyer's knowledge, such disclosure controls and procedures are effective in timely alerting Buyer's principal executive officer and principal financial officer to material information required to be included in Buyer's periodic reports required under the Exchange Act.

(c) Buyer has established and maintained a system of internal controls. To Buyer's knowledge, such internal controls are sufficient to provide reasonable assurance regarding the reliability of Buyer's financial reporting and the preparation of Buyer's financial statements for external purposes in accordance with GAAP.

(d) There are no outstanding loans or other extensions of credit made by Buyer to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Buyer. Buyer has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Neither Buyer (including any employee thereof) nor Buyer's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Buyer, (ii) any fraud, whether or not material, that involves Buyer's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Buyer or (iii) any claim or allegation regarding any of the foregoing.

(f) To the knowledge of Buyer, as of the Agreement Date, there are no outstanding SEC comments from the SEC with respect to the SEC Reports. To the knowledge of Buyer, none of the SEC Reports filed on or prior to the Agreement Date is subject to ongoing SEC review or investigation as of the Agreement Date.

Section 4.10. Business Activities.

(a) Since its incorporation, Buyer has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination. Except as set forth in the Buyer Organizational Documents, there is no agreement, commitment, or Order binding upon Buyer or to which Buyer is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Buyer or any acquisition of property by Buyer or the conduct of business by Buyer as currently conducted or as contemplated to be conducted as of the Closing other than such effects which have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to enter into and perform its obligations under this Agreement.

(b) Except as set forth on Schedule 4.10(b) or, following the Agreement Date, to the extent permitted during the Pre-Closing Period pursuant to Section 5.11 or Section 5.16(b), Buyer does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement, the Transactions, obligations or liabilities with respect to Buyer Transaction Costs, as set forth on Schedule 4.10(b) or, following the Agreement Date, to the extent permitted during the Pre-Closing Period pursuant to Section 5.11 or Section 5.16(b), Buyer has no interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or could reasonably be interpreted as constituting, a Business Combination.

(c) As of the Agreement Date, except for (i) this Agreement and the agreements expressly contemplated hereby, (ii) as set forth on Schedule 4.10(c) and (iii) with respect to fees and expenses of Buyer's legal, financial and other advisors, Buyer is not, and at no time has been, party to any Contract (A) with any other Person that would require payments by Buyer in excess of $2,083.33 monthly, $25,000 in the aggregate with respect to any individual Contract or more than $500,000 in the aggregate when taken together with all other Contracts (other than this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 5.11) and Contracts set forth on Schedule 4.10(c), or (B) with any (i) present of former executive officer or director of Buyer, (ii) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interest of Buyer or (iii) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Exchange Act) of any of the foregoing.

(d) There is no liability, debt or obligation against Buyer or its Subsidiaries, except for liabilities and obligations (i) reflected or reserved for on Buyer's consolidated balance sheet for the quarterly period ended June 30, 2020 or disclosed in the notes thereto (other than any such liabilities not reflected, reserved or disclosed as are not and would not be, in the aggregate, material to Buyer and its Subsidiaries, taken as a whole), (ii) that have arisen since the date of Buyer's consolidated balance sheet for the quarterly period ended June 30, 2020 in the ordinary course of the operation of business of Buyer and its Subsidiaries (other than any such liabilities as are not and would not be, in the aggregate, material to Buyer and its Subsidiaries, taken as a whole), (iii) disclosed in the Disclosure Schedules, (iv) incurred in connection with or contemplated by this Agreement and/or the Transactions or (v) with respect to Debt that would not be prohibited by any Existing Credit Agreement (in each case, after giving effect to the applicable Signing Date Amendment) if such Debt was to be incurred by the Surviving Corporation following the consummation of the Closing.

Section 4.11. Registration Statement and Joint Proxy Statement/Prospectus. As of the time the Registration Statement becomes effective under the Securities Act, the Registration Statement, and (x) when first filed in accordance with Rule 424(b) and/or filed pursuant to Section 14A, (y) on the Mailing Date and (z) at the time of the Special Meeting, the Joint Proxy Statement/Prospectus (or any amendment or supplement thereto, as applicable), shall (i) comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act and (ii) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Buyer makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Joint Proxy Statement/Prospectus in reliance upon and in conformity with information furnished in writing to Buyer by or on behalf of the Company specifically for inclusion in the Registration Statement or the Joint Proxy Statement/Prospectus.

Section 4.12. No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision hereof, Buyer and its Affiliates and any of its and their respective directors, officers, employees, stockholders, partners, members or representatives, acknowledge and agree that Buyer has made its own investigation of the Company and the Company Subsidiaries, and that neither the Company nor any of its Affiliates or any of their respective directors, officers, employees, stockholders, partners, members, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article III. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Disclosure Schedules or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Buyer or its representatives) or reviewed by Buyer pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Buyer or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Buyer further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Article III (as modified by the Disclosure Schedules) and Buyer has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company or any of their respective Affiliates or Representatives or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's Representatives, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information, and (y) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of the Company expressly set forth in Article III (as modified by the Disclosure Schedules). Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that any assets, properties and business of the Company and the Company Subsidiaries are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article III or any certificate delivered in accordance with Section 9.03(a)(vi), with all faults and without any other representation or warranty of any nature whatsoever.

Section 4.13. Tax Matters.

(a) Buyer has timely filed all income and other material Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns. All material amounts of Taxes owed by Buyer or any of its Subsidiaries, whether or not shown on such Tax Returns, have been paid or properly accrued for on the applicable financial statements of Buyer or its Subsidiaries.

(b) No Tax Contest is pending or threatened in writing with respect to any material Taxes due from or with respect to Buyer or any of its Subsidiaries, no material deficiencies for any Taxes have been assessed in writing by a Taxing Authority against Buyer or any of its Subsidiaries that have not been have been fully and timely paid, settled or properly reflected in the applicable financial statements of Buyer or any of its Subsidiaries, and no claim in writing has been made by any Taxing Authority in a jurisdiction where neither Buyer nor any of its Subsidiaries does not file Tax Returns that Buyer or any of its Subsidiaries is or may be subject to taxation by that jurisdiction.

(c) Buyer and its Subsidiaries have complied in all material respects with all applicable withholding and remitting obligations for Taxes required to have been withheld in connection with amounts paid to any employees, independent contractors, creditors, stockholders and third parties and have complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(d) To the knowledge of Buyer, neither Buyer nor any of its Subsidiaries has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

Section 4.14. Capitalization. Subject only to the Amendment contemplated by Buyer A&R Charter Amendment, the authorized capital stock of Buyer consists of (i) 220,000,000 shares of common stock, consisting of 200,000,000 shares of Buyer Class A Common Stock and 20,000,000 shares of Buyer Class B Common Stock, of which 69,000,000 shares of Buyer Class A Common Stock are issued and outstanding as of the Agreement Date and 17,250,000 shares of Buyer Class B Common Stock are issued and outstanding as of the Agreement Date, (ii) 1,000,000 shares of preferred stock, of which no shares of preferred stock are issued and outstanding as of the Agreement Date and (iii) 38,800,000 warrants are issued and outstanding as of the Agreement Date. All of the issued and outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock (a) have been duly authorized and validly issued and are fully paid and nonassessable, (b) were issued in compliance in all material respects with applicable Law (including Securities Laws), (c) were not issued in breach or violation of any preemptive rights or Contract, and (d) are fully vested and not otherwise subject to a substantial risk of forfeiture within the meaning of Code Section 83, except as disclosed in the SEC Reports with respect to certain Buyer Common Stock held by Buyer.

Section 4.15. NYSE Stock Market Quotation. The issued and outstanding shares of Buyer Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "CCX". The issued and outstanding warrants of Buyer are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "CCX WS". Buyer is in compliance in all material respects with the rules of the NYSE and there is no action or proceeding pending or, to the knowledge of Buyer, threatened against Buyer by the NYSE or the SEC with respect to any intention by such entity to deregister the Buyer Common Stock or terminate the listing of Buyer Common Stock on the NYSE. None of Buyer or its Affiliates has taken any action in an attempt to terminate the registration of the Buyer Common Stock under the Exchange Act except as contemplated by this Agreement.

Section 4.16. PIPE Subscription Agreement. Buyer has delivered to the Company a true, correct and complete copy of the fully executed the PIPE Subscription Agreement pursuant to which the Prosus Subscriber has committed, subject to the terms and conditions therein, to purchase shares of Buyer Class A Common Stock. To the knowledge of Buyer, (i) the PIPE Subscription Agreement has not been amended or modified; (ii) no such amendment or modification is contemplated except as otherwise expressly set forth therein; and (iii) the respective commitments contained in the PIPE Subscription Agreement has not been withdrawn (or contemplated to be), terminated or rescinded in any respect by Buyer and the other parties thereto. There are no other Contracts, agreements, supplements, side letters or arrangements to which Buyer or any of its Affiliates is a party that could affect the conditionality or availability of the financing contemplated by the PIPE Subscription Agreement. The PIPE Subscription Agreement (in the form delivered by Buyer to the Company) is (a) in full force and effect, and constitute the legal, valid and binding obligations of Buyer and, to the knowledge of Buyer, the other parties thereto, and (b) enforceable against Buyer and, to the knowledge of Buyer, the other parties thereto, in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally and subject to general principles of equity. Other than as expressly set forth in the PIPE Subscription Agreement, there are no conditions precedent related to the funding of the financing contemplated by the PIPE Subscription Agreement pursuant to any agreement relating to such financing to which Buyer or any of its Affiliates is a party. Assuming the satisfaction of the conditions set forth in Article IX, to the knowledge of Buyer, as of the Agreement Date, no event has occurred that, with or without notice or lapse of time or both, would, or would reasonably be expected to, (A) constitute a default, breach or, assuming the condition precedents in the Initial Business Combination Agreement will be satisfied, failure to satisfy a condition precedent set forth in the PIPE Subscription Agreement, or (B) result in any portion of the committed financing contemplated by the PIPE Subscription Agreement being unavailable on the Closing Date, assuming the conditions to such financing are satisfied or waived in accordance with the terms thereof. Assuming the satisfaction of the conditions set forth in Article IX, as of the Agreement Date, Buyer has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in the PIPE Subscription Agreement. As of the Agreement Date, (1) no party to the PIPE Subscription Agreement has notified Buyer of its intention to terminate any of the commitments set forth in the PIPE Subscription Agreement or not to provide the financings contemplated thereto and (2) no termination of any commitment set forth in the PIPE Subscription Agreement is contemplated by Buyer. Buyer has fully paid, or caused to be fully paid, all commitment or other fees that are due and payable on or prior to the date of this Agreement pursuant to the terms of the PIPE Subscription Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01. Conduct of Business Before the Closing. Except (a) as required by applicable Law, (b) as required in connection with any Transaction Agreement or (c) for matters identified on Schedule 5.01, during the Pre-Closing Period:

(i) The Company shall, and shall cause the Company Subsidiaries to, use reasonable best efforts to (w) operate the Business in all material respects in the ordinary course of business and preserve the present business operations, organization and goodwill of the Business, and the present relationships with material customers of the Business, material suppliers of the Business and creditors of the Business, (x) keep available the services of their present officers and other key employees, (y) maintain all Insurance Policies or substitutes therefor and (z) continue to accrue and collect accounts receivable, accrue and pay accounts payable, establish reserves for uncollectible accounts and manage inventory, in each case, in the ordinary course of business, in accordance with past custom and practice; provided that each of the Company and the Company Subsidiaries may take such actions as it deems reasonably necessary in its reasonable business judgment in order to mitigate, remedy, respond to or otherwise address the effects or impact of the coronavirus (COVID-19) pandemic, including complying with any Order, guidance, shelter in place and non-essential business orders by any Government Authority or measures to protect the health or safety of any Person (any such action, a "**COVID-19 Response**"); provided, further, that following any such COVID-19 Response, to the extent that the Company or any of the Company Subsidiaries took any actions pursuant to the immediately preceding proviso that caused deviations from its business being conducted in the ordinary course of business, the Company shall, and shall cause the Company Subsidiaries to, use reasonable best efforts to resume conducting the Company's or such Company Subsidiary's, as applicable, business in the ordinary course of business in all material respects as soon as reasonably practicable; and

(ii) Without limiting the generality of the foregoing, unless Buyer otherwise consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not, and shall cause each of the Company Subsidiaries not to, do any of the following:

(1) change or amend any of its certificate of incorporation, articles of association, bylaws or other organizational documents;

(2) change or amend that certain Shareholders' Agreement of the Company, dated as of August 27, 2020, by and among the Company and each stockholder of the Company party thereto (as amended as of September 27, 2020) in any way that would adversely affect Buyer or prevent or materially impair or delay the ability of either the Company or Buyer to consummate the Transactions or alter the definitions of "Favored Sale" or "Common Share Trigger" or the voting thresholds related thereto;

(3) grant any Lien on any Asset, except in the ordinary course of business, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing;

(4) (i) fail to maintain its existence, acquire (by merger, consolidation, acquisition of stock or assets or otherwise) or merge or consolidate with, or purchase any equity of or any material portion of the assets of, any corporation, partnership or other business organization or division or (ii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of the Company Subsidiaries (other than the Transactions);

(5) except for any such Debt or guaranty that will be discharged at or prior to the Closing, incur or issue any Debt, or assume, grant, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person;

(6) issue or sell any additional shares of, or other equity interests in, the Company or the Company Subsidiaries, or securities convertible into or exchangeable for such shares or equity interests, or issue or grant any options, warrants, calls, subscription rights or other rights of any kind to acquire such shares, other equity interests or securities;

(7) sell, assign, transfer, lease, license or allow to lapse any rights in any material Business Intellectual Property, except for non-exclusive licenses to third parties in the ordinary course of business;

(8) disclose any Trade Secret held by the Company or any Company Subsidiary as a trade secret related to the Business (except pursuant to a written agreement restricting the disclosure and use of such trade secrets in the ordinary course of business);

(9) sell, transfer, lease, sublease, abandon, cancel, let lapse or convey or otherwise dispose of any Assets having a value in excess of $250,000, other than in the ordinary course of business or as requested by a Government Authority;

(10) fail to timely file any material Tax Return required to be filed (after taking into account any extensions) by the applicable entity, prepare any material Tax Return on a basis inconsistent with past practice, fail to timely pay any material Tax that is due and payable by the applicable entity, surrender any claim for a refund of a material amount of Taxes, enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local, or non-U.S. law) with respect to a material amount of Taxes, make or change any material Tax election or adopt or change any material Tax accounting method, file any amendment to a material Tax Return, enter into any agreement with a Government Authority with respect to material Taxes, settle or compromise any claim or assessment by a Government Authority in respect of material Taxes, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of material Taxes, or enter into any material Tax sharing or similar agreement (other than any agreement not primarily related to Taxes entered into in the ordinary course of business);

(11) other than in the ordinary course of business, enter into any settlement or release with respect to any material Action (which shall include, but not be limited to, any pending or threatened Action) relating to the Business other than any settlement or release that (1) results in a full release of the Company or the applicable Company Subsidiary with respect to the claims giving rise to such Action, or (2) involves the payment of Liabilities reflected or reserved against in full in the Financial Statements;

(12) acquire any real property;

(13) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, directors, agents or consultants), make any material change in its existing borrowing or lending arrangements for or on behalf of such Persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any other Person, except advances to employees or officers of the Company or the Company Subsidiaries in the ordinary course of business;

(14) enter into any agreement that materially restricts the ability of the Company or any of the Company Subsidiaries to engage or compete in any line of business, or enter into any agreement that materially restricts the ability of the Company or any of the Company Subsidiaries to enter a new line of business;

(15) enter into, renew or amend in any material respect any Company Affiliate Agreement;

(16) other than in the ordinary course of business, enter into, amend any material term of or terminate any renewal option under any material Real Property Lease;

(17) materially amend or terminate any Material Contract or enter into any contract that would have been a Material Contract if it had been entered into prior to the Agreement Date, in each case, other than in the ordinary course of business;

(18) (i) make, declare, pay or set aside any dividends or distributions on any capital stock of the Company (in cash or in kind) to the stockholders of the Company in their capacities as stockholders, (ii) effect any recapitalization, reclassification, split or other change in its capitalization, (iii) authorize for issuance, issue, sell, transfer, pledge, encumber, dispose of or deliver any additional shares of its capital stock or securities convertible into or exchangeable for shares of its capital stock, or issue, sell, transfer, pledge, encumber or grant any right, option or other commitment for the issuance of shares of its capital stock, or split, combine or reclassify any shares of its capital stock or (iv) repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any shares of its capital stock or other equity interests;

(19) other than as set forth in the CapEx Budget, made available to Buyer, enter into any commitment for capital expenditures in excess of $500,000 in the aggregate;

(20) enter into any material new line of business outside of the Business currently conducted by the Company and the Company Subsidiaries as of the Agreement Date;

(21) make any material change in financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP (including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization) or applicable Law;

(22) voluntarily fail to maintain coverage under any of the Insurance Policies in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to the Company and the Company Subsidiaries and their assets and properties, or cancel or materially change such Insurance Policies;

(23) take any action with respect to (x) any Service Provider of the Company or any Company Subsidiary (including with respect to hiring any new Service Provider or firing of any Service Provider) or (y) Employee Plans, in each case, outside of the ordinary course of business consistent with past practice; provided, that, for purposes of this Section 5.01(ii)(23), "ordinary course of business consistent with past practice" shall not be construed to include any retention bonuses or arrangements similar to those issued by the Company or its subsidiaries prior to the date hereof;

(24) (I) change or amend any Existing Credit Agreement and/or any "Credit Document" as defined therein, including each Signing Date Amendment, and/or (II) waive any obligation of any lender that is, or becomes, party to any Signing Date Amendment; or

(25) enter into any legally binding commitment with respect to any of the foregoing.

Section 5.02. Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice (and subject to any limitations as a result of the coronavirus (COVID-19) pandemic), the Company shall, and shall cause each of the Company Subsidiaries to, at the sole cost and expense of Buyer, (i) afford Buyer and its Representatives reasonable access, during normal business hours, to the properties, books and records and Tax Returns of the Company and the Company Subsidiaries, (ii) furnish to Buyer and its Representatives such additional financial and operating data and other information regarding the Business as Buyer or its Representatives may from time to time reasonably request for purposes of consummating the Transactions, and (iii) make available to Buyer and its Representatives, during normal business hours, those directors, officers, employees, internal auditors, accountants and other Representatives of the Company and the Company Subsidiaries, except, in the case of (i) and (ii), as set forth in Section 5.02(b).

(b) Notwithstanding anything in this Agreement to the contrary,

(i) (A) in no event shall the Company, the Company Subsidiaries or their respective Affiliates be obligated to provide any (1) access or information in violation of any applicable Law, (2) information the disclosure of which, in the judgment of legal counsel, could reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to any of the Company, the Company Subsidiaries or any of their respective Affiliates relating to such information, or (3) information the disclosure of which would cause the Company, any of the Company Subsidiaries or any of their respective Affiliates to breach a confidentiality obligation to which it is bound; provided, that the Parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding clauses (1), (2) or (3) apply, and (B) any access or investigation contemplated by Section 5.02(a) shall not unreasonably interfere with any of the businesses, personnel or operations of any of the Company, the Company Subsidiaries or any of their respective Affiliates or the Business; and

(ii) the auditors and accountants of any of the Company, the Company Subsidiaries or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(c) If so requested by the Company, on the one hand, or Buyer, on the other hand, Buyer or the Company, as the case may be, shall enter into a customary joint defense agreement or common interest agreement with one or more of the Company, the Company Subsidiaries or any of their respective Affiliates, or Buyer, as applicable, with respect to any information provided to Buyer, or to which Buyer gains access, pursuant to this Section 5.02 or otherwise.

Section 5.03. Confidentiality.

(a) Buyer acknowledges that (a) the Confidential Information (as defined in the Confidentiality Agreement) provided to it in connection with this Agreement, including information provided under Section 5.02, is subject to the Confidentiality Agreement and the terms of the Confidentiality Agreement are incorporated into this Agreement by reference, and (b) the Confidentiality Agreement shall continue in full force and effect (and all obligations thereunder shall be binding upon Buyer, its Representatives (as defined in the Confidentiality Agreement) and any other third party who signed (or signs) a joinder thereto subject to and in accordance with the Confidentiality Agreement as if parties thereto) until the Closing, at which time the obligations under the Confidentiality Agreement shall terminate. If for any reason the Closing does not occur and this Agreement is terminated, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. For the avoidance of doubt, the provisions in the Confidentiality Agreement which by their terms survive the termination of the Confidentiality Agreement shall continue in full force and effect in accordance with their terms.

(b) Other than press releases and public announcements undertaken in accordance withSection 11.05, none of the Company, the Company Subsidiaries or their respective Representatives or Affiliates shall make any statement to any third party with respect to this Agreement, the existence of this Agreement or the Transactions or, disclose to any third party any confidential information of the Buyer without the prior written consent of the Buyer; provided, however, that this provision shall not apply to disclosures (i) of publicly-available information, (ii) by the Company and their Affiliates to their respective legal and financial advisors (including those providing valuation analysis), (iii) made in connection with obtaining the Company Shareholder Approval, provided, that any information not available in the Registration Statement or the Joint Proxy Statement/Prospectus shall require the prior written consent of Buyer, (iv) made in connection with seeking any consent with respect to the Transactions, so long as the same are obligated to maintain the confidentiality of any nonpublic information so provided and (v) compelled by judicial or administrative process, Order or by applicable Law.

Section 5.04. Regulatory Approvals.

(a) Subject in all respects to Section 5.04(b) and Section 5.04(c), Buyer shall, and shall cause its Affiliates to take, any and all steps to make all required filings and promptly obtain all Consents, Permits and Orders of all Government Authorities that may be, or become, necessary for the execution and delivery of, and performance of its obligations pursuant to, the Transaction Agreements (including the consummation of the Transactions).

(b) Without limiting the generality of Buyer's obligations under Section 5.04(a), to the extent required, each of the Parties shall make its respective filing under the HSR Act with respect to the Transactions within ten (10) Business Days of the Agreement Date, unless otherwise extended by mutual agreement between the Company and Buyer, and any and all other filings required pursuant to other Antitrust Laws with respect to the Transactions as promptly as reasonably practicable following the Agreement Date. Subject in all respects to Section 5.04(c), Buyer shall, and shall cause its Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable prior to the Outside Date, any inquiry or investigation by any Government Authority relating to the Transactions under any Antitrust Law. In connection with any such inquiry or investigation, each of the Parties further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable Law, including any Antitrust Law. Neither Party shall withdraw its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or other waiting period under any Antitrust Law, or enter into any agreements to delay or not to consummate the Transactions without the prior written consent of the other Parties. The Company and Buyer shall each pay 50% of all filings fees related to the HSR Act and any other filings under any other Antitrust Laws.

(c) Subject to this Section 5.04, but notwithstanding any other provision in this Agreement, Buyer shall, and shall cause its Subsidiaries to, promptly take and diligently pursue any or all actions to the extent necessary to eliminate each and every impediment under any Antitrust Law that may be asserted by any Government Authority or any other Person in opposition to the consummation of any of the Transactions, so as to enable the Parties to consummate the Transactions as soon as reasonably practicable, but in any event not later than the Outside Date. In furtherance of this obligation, and subject in all respects to the other provisions of this Section 5.04(c), Buyer shall, and shall cause its Subsidiaries to: (i) offer, negotiate, effect, and agree to, by consent decree, hold separate order or otherwise, any sale, divestiture, license, or other disposition of or restriction on, the Company, any of the Company Subsidiaries, Buyer's or Buyer's Subsidiaries' assets or businesses; provided, however, that any such sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action on the Company or the Company Subsidiaries is conditioned on the occurrence of, and shall become effective only from and after, the Closing Date; and (ii) take any and all actions to avoid and, if necessary, defend any threatened or initiated litigation under any Antitrust Law that would prevent or delay consummation of the Transactions. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 5.04 or any other provision of this Agreement shall require or obligate (x) Buyer's Affiliates, the Sponsor, the Prosus Subscriber, their respective Affiliates and any investment funds or investment vehicles affiliated with, or managed or advised by, Buyer's Affiliates, the Sponsor, the Prosus Subscriber or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Buyer's Affiliates, Sponsor or of any such investment fund or investment vehicle to take any action in connection with the sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action that limits in any respect such Person's or entity's freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of such Person or entity or any of such entity's Subsidiaries or Affiliates, or any interest therein and (y) Buyer to (and the Company and the Company Subsidiaries shall not, without the prior written consent of Buyer) take any action with respect to the assets of the Company or the Company Subsidiaries in connection with any sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action that limits in any respect the Company's or such Company Subsidiary's, as applicable, freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of the Company's or such Company Subsidiary's, as applicable, or any interest therein, other than sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action that would not cause a material impact on the Business or the Company and the Company Subsidiaries, taken as a whole.

(d) Buyer shall promptly notify the Company of any oral or written communication it or any of its Representatives receives from any Government Authority relating to the matters that are the subject of this Section 5.04, permit the Company and its Representatives to review in advance, and Buyer shall consider in good faith the views of the Company and its Representatives with respect to, any communication relating to the matters that are the subject of this Section 5.04 proposed to be made by Buyer to any Government Authority and provide the Company with copies of all substantive correspondence, filings or other communications between Buyer or any of its Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters that are the subject of this Section 5.04, provided, however, that materials proposed to be submitted in response to any such Government Authority communication may be redacted: (i) to remove references concerning the valuation of the Business; (ii) as necessary to comply with applicable Law; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. Buyer agrees to provide the Company and its Representatives the opportunity, on reasonable advance notice, to participate in any substantive meeting or discussion with any Government Authority in respect of any such filings, investigation or other inquiry, to the extent permitted by such Government Authority. Subject to the Confidentiality Agreements, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods. Further, subject to the Confidentiality Agreements, the Company shall reasonably cooperate with Buyer in promptly exchanging information, providing assistance, and furnishing information or documentation to any Governmental Authority as Buyer may reasonably request in connection with obtaining any required antitrust or other approvals for the transactions contemplated in the PIPE Subscription Agreement. Nothing in this Section 5.04(d) shall be applicable to Tax matters.

(e) Actions or agreements required of Buyer pursuant to this Section 5.04 shall under no circumstances be considered a Material Adverse Effect.

Section 5.05. Third Party Consents. Each Party agrees to cooperate and use commercially reasonable efforts to obtain any other consents and approvals from any third person other than a Government Authority that may be required in connection with any Transaction (the "**Third Party Consents**"). Notwithstanding anything in this Agreement to the contrary, the Company, Buyer and their respective Affiliates shall not be required to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise) to any third party to obtain any such Third Party Consent. For the avoidance of doubt, no representation, warranty or covenant of the Company contained in any Transaction Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on (a) the failure to obtain any Third Party Consents (other than as a result of a breach by the Company of this Section 5.05) or (b) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Third Party Consents.

Section 5.06. [Reserved].

Section 5.07. Cooperation. Without limiting any covenant contained in this Article V, including the obligations of the Company and Buyer with respect to the notifications, filings and applications described in Section 5.04, which obligations shall control to the extent of any conflict with the succeeding provisions of this Section 5.07, during the Pre-Closing Period, (a) the Company and Buyer shall, and shall cause their respective Affiliates to, (i) refrain from taking any actions that would reasonably be expected to impair, delay or impede the Closing and (ii) without limiting the foregoing or modifying the Parties' respective obligations pursuant to Section 5.04, use commercially reasonable efforts to cause all Closing Conditions of the other Party to be met as promptly as practicable and in any event on or before the Outside Date and (b) each Party shall keep the other Party reasonably apprised of the status of the matters relating to the completion of the Transactions, the PIPE Transaction, including with respect to the negotiations relating to the satisfaction of the Closing Conditions of the other Party. Notwithstanding the foregoing, commercially reasonable efforts shall not include any obligation to, and nothing in this Section 5.07 shall require Buyer to, (x) issue any shares of Buyer Class A Common Stock, any warrants exercisable for shares of Buyer Class A Common Stock or any other equity interests of Buyer or its Subsidiaries or (y) incur, guarantee or otherwise become liable for any indebtedness; provided, that the foregoing shall not limit or otherwise apply to Buyer's obligations to issue or otherwise become liable for the Per Share Merger Consideration, the indebtedness to be issued to holders of Buyer Class C Common Stock pursuant to Section 2.06(d) and any issuance as contemplated by any PIPE Subscription Agreement, in each case, in accordance with the terms of this Agreement or the PIPE Subscription Agreement, as applicable.

Section 5.08. Employee Matters.

(a) Continuing Employees. Buyer agrees that for a period of at least twelve (12) months following the Closing Date, each Continuing Employee shall be entitled to receive, while in the employ of Buyer or its Affiliates, salary, wages and cash incentive compensation opportunities that, in each case, is no less favorable than the salary, wages and cash incentive compensation opportunities as were provided to such Continuing Employee immediately prior to the Agreement Date by the Company or the applicable Company Subsidiary. Buyer shall, and shall cause its Affiliates to provide, for a period of at least twelve (12) months following the Closing Date, each Continuing Employee with employee benefits (excluding long-term incentive, equity and equity-based compensation and severance benefits) that are, in the aggregate, no less favorable than the employee benefits provided to such Continuing Employee immediately prior to the Agreement Date.

(b) Credit for Service. Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to credit Continuing Employees for service earned on and prior to the Closing Date with the Company, the Company Subsidiaries or predecessors, in addition to service earned with Buyer and its Affiliates on or after the Closing Date, for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Continuing Employees on or after the Closing Date (but not for benefit accruals or participation eligibility under any defined benefit pension plan or plan providing post-retirement medical benefits, subsidized early retirement benefits, or any other similar benefits); provided, however, that nothing herein shall result in a duplication of benefits with respect to the Continuing Employees.

(c) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Continuing Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Continuing Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Continuing Employees, deductibles, co-insurance, co-pays and out-of-pocket expenses paid by Continuing Employees and their respective spouses and dependents under the health plans of the Company and the Company Subsidiaries in the calendar year in which the Closing Date occurs.

(d) No Third Party Beneficiaries. Other than Buyer's obligations as set forth under this Article V, the Parties acknowledge and agree that nothing in this Agreement, including in this Section 5.08, is intended to and shall not (i) create any third party rights, (ii) amend any employee benefit plan, program, policy or arrangement, (iii) require Buyer or any of its Affiliates or the Company or its Affiliates to continue any employee benefit plan, program, policy or arrangement beyond the time when it otherwise lawfully could be terminated or modified or as otherwise required herein or (iv) provide any Covered Employee or any Continuing Employee with any rights to continued employment.

Section 5.09. Existing Credit Agreement Amendments.

(a) Prior to the Closing, the Company shall, and shall cause each of its Subsidiaries to, and shall use its reasonable best efforts to direct its and their respective Representatives to as soon as reasonably practicable after (and not prior to) the receipt of a written request from Buyer to do so, request an amendment or amendments to any of the Existing Credit Agreements, or any Distribution Consent on the terms and conditions specified by Buyer in compliance with such Existing Credit Agreement, to amend or otherwise modify the terms of such Existing Credit Agreement to address any changes in corporate structure resulting from Buyer's decision to cause Software Luxembourg Intermediate S.à r.l. (and its Subsidiaries, as applicable) to distribute all of the equity interests it holds in Skillsoft to the Surviving Corporation, in each case of such amendments or modifications, with effect as of and subject to the occurrence of the Closing (any such amendments or modifications, a "**Debt Amendment**"). The Company and its Subsidiaries shall not be required to take any action in respect of any Debt Amendment until Buyer shall have provided the Company with drafts of the material agreements required in connection with such Debt Amendment (collectively, the "**Debt Amendment Documents**"), including, to the extent applicable, drafts of any proposed amendments to previously executed Debt Amendment Documents. The Company shall use reasonable best efforts to provide to Buyer, and shall cause each of its Subsidiaries to use its reasonable best efforts to provide, and direct its and their respective Representatives to provide cooperation and assistance reasonably requested by Buyer in connection with obtaining the Debt Amendments and subject to (x) any governing body of the Company's and any of its Subsidiaries' fiduciary or other duties or (y) applicable law, executing any Debt Amendment Documents necessary to obtain such Debt Amendment; *provided*, that the effectiveness of any such Debt Amendment Documents (or the amendments contemplated thereby) shall be expressly conditioned on the Closing and subject to receipt of any required Distribution Consent. Buyer shall promptly provide such information as is reasonably requested by the Company.

(b) In connection with any Debt Amendment, Buyer may select one or more arrangers and other agents to provide assistance in connection therewith and the Company shall, and shall cause its Subsidiaries to, enter into customary agreements with such parties so selected.

Section 5.10. No Claim Against the Trust Account. The Company acknowledges that Buyer is a blank check company with the power and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving the Company and one or more businesses or assets. The Company acknowledges that it has read Buyer's final prospectus, dated June 26, 2019, and other SEC Reports, the Buyer Organizational Documents, and the Trust Agreement and understands that Buyer has established the Trust Account described therein for the benefit of the Buyer Stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. The Company further acknowledges and agrees that Buyer's sole assets consist of the cash proceeds of Buyer's initial public offering and private placements of its securities, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public stockholders. The Company further acknowledges that, if the Transactions are not consummated by October 1, 2021, or, in the event of termination of this Agreement, another Business Combination, is not consummated by July 1, 2021, or such later date as approved by the Buyer Stockholders to complete a Business Combination, Buyer will be obligated to return to the Buyer Stockholders the amounts being held in the Trust Account. Accordingly, the Company (on behalf of itself and its Affiliates) hereby waives any past, present or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and Buyer to collect from the Trust Account any monies that may be owed to them by Buyer or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever, including any willful breach of this Agreement. This Section 5.10 shall survive the termination of this Agreement for any reason.

Section 5.11. Conduct of Buyer Prior to the Closing. During the Pre-Closing Period, except as set forth on Schedule 5.11 or as contemplated by this Agreement or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), Buyer shall not and each shall not permit any of its Subsidiaries to:

(i) other than to adopt the Buyer A&R Charter Amendment, Buyer Second A&R Charter, change, modify or amend the Trust Agreement or the Buyer Organizational Documents;

(ii) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, Buyer; (B) split, combine or reclassify any capital stock of, or other equity interests in, Buyer; or (C) other than as required by Buyer's Organizational Documents in order to consummate the Transactions (including the redemption of any shares of Buyer Common Stock required by the Redemption Offer), repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, Buyer;

(iii) enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Buyer other than wholly-owned Subsidiaries;

(iv) waive, release, compromise, settle or satisfy any pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any Liability, other than (x) in the ordinary course of business consistent with past practice, (y) that otherwise do not require payment in an amount that exceeds, in the aggregate, the amount set forth on Schedule 5.11(iv) or (z) that relates directly or indirectly to this Agreement or the Transactions (including any class action or derivative litigation) that do not require payment of damages in an amount that exceeds, in the aggregate, the amount set forth on Schedule 5.11(iv);

(v) incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any indebtedness for borrowed money other than such indebtedness that would not be prohibited by any Existing Credit Agreement (in each case, after giving effect to the applicable Signing Date Amendment) if such indebtedness was to be incurred by the Surviving Corporation following the consummation of the Closing;

(vi) (A) offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any capital stock of, or other equity interests in, Buyer or any of its Subsidiaries or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock or equity interests, other than (i) in connection with the exercise of any Buyer Warrants outstanding on the Agreement Date, (ii) the Transactions or (iii) Buyer Class A Common Stock or any warrants exercisable for shares of Buyer Class A Common Stock 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, subject to the limitations set forth in Schedule 5.11(vi)) or (B) amend, modify or waive any of the terms or rights set forth in, any Buyer Warrant or the Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein or

(vii) fail to timely file any material Tax Return required to be filed (after taking into account any extensions) by the applicable entity, prepare any material Tax Return on a basis inconsistent with past practice, fail to timely pay any material Tax that is due and payable by the applicable entity, surrender any claim for a refund of a material amount of Taxes, enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local, or non-U.S. law) with respect to a material amount of Taxes, make or change any material Tax election or adopt or change any material Tax accounting method, file any amendment to a material Tax Return, enter into any agreement with a Government Authority with respect to material Taxes, settle or compromise any claim or assessment by a Government Authority in respect of material Taxes, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of material Taxes, or enter into any material Tax sharing or similar agreement (other than any agreement not primarily related to Taxes entered into in the ordinary course of business).

Section 5.12. Company Shareholder Approval; Other Actions.

(a) The Company agrees to use reasonable best efforts to provide to Buyer, as promptly as practicable following the Agreement Date, such financial and other information regarding the Company, the Company Subsidiaries, and the Business required to be included in the Registration Statement and/or the Joint Proxy Statement/Prospectus. The Company shall be available to, and the Company and the Company Subsidiaries shall use reasonable best efforts to make their officers and employees available to, in each case, during normal business hours and upon reasonable advanced notice, Buyer and its counsel in connection with (i) the drafting of the Registration Statement, the Buyer Board Report and the Joint Proxy Statement/Prospectus and (ii) responding in a timely manner to comments on the Registration Statement or the Joint Proxy Statement from the SEC. Without limiting the generality of the foregoing, the Company shall reasonably cooperate with Buyer in connection with the preparation for inclusion in the Registration Statement and the Joint Proxy Statement/Prospectus of pro forma financial statements that comply with the requirements of Regulation S-X under the rules and regulations of the SEC (as interpreted by the staff of the SEC).

(b) From and after the Mailing Date, the Company will give Buyer prompt written notice of any action taken or not taken by the Company or the Company Subsidiaries or of any development regarding the Company or the Company Subsidiaries, in any such case, to the Knowledge of the Company, that would cause the Registration Statement or the Joint Proxy Statement/Prospectus to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading; provided, that, if any such action shall be taken or fail to be taken or such development shall otherwise occur, Buyer and the Company shall cooperate fully to cause an amendment or supplement to be made promptly to the Registration Statement and/or the Joint Proxy Statement/Prospectus, such that the Registration Statement and the Joint Proxy Statement/Prospectus no longer contains an untrue statement of a material fact or omits a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading; provided, further, that no information received by Buyer pursuant to this Section 5.12 shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the party who disclosed such information, and no such information shall be deemed to change, supplement or amend the Disclosure Schedules.

(c) As promptly as practicable after the Agreement Date and no later than one (1) month before the Company Shareholder Approval, the Company shall obtain and deliver or otherwise make available to its shareholders signed versions of (i) the Auditor Report, (ii) a report from the Company issued in accordance with Article 1021-5 of the Luxembourg Companies' Law (the "**Company Board Report**"), (iii) interim balance sheets of the Company and Buyer for the period ending August 31, 2020 and (iv) the Joint Merger Proposal.

(d) As promptly as practicable after the SEC Clearance Date, the Company shall solicit the Company Shareholder Approval by calling a special meeting of the holders of Company Shares in accordance with Article 1021-3 of the Luxembourg Companies' Law to be effective at the Effective Time subject to satisfaction of the various conditions of this Agreement. The Company Shareholder Approval shall include the approval of (i) the adoption and approval of this Agreement and the approval of the Merger in accordance with the terms of the Joint Merger Proposal and this Agreement, (ii) the approval of the amendment and restatement of Buyer's certificate of incorporation substantially in the form of the Buyer Second A&R Charter and each change therein that is required to be separately approved, in each case, which shall be taken on a precatory basis to the extent permitted by applicable Law and (iii) the approval of any other proposals reasonably agreed by Buyer and the Company to be necessary under applicable law to effect the Merger, in each case of clauses (i) and (ii) above, by the holders of at least two-thirds of the value of the outstanding Company Shares; provided, however, that any such approvals referred to in the foregoing clauses (i) and (ii) shall be unbundled into separate proposals to the extent required by applicable Law. Without the prior written consent of Buyer, the proposals set forth in clauses (i) and (ii) above shall be the only matters (other than procedural matters) which the Company shall propose to be acted on by the holders of Company Shares at the special meeting. As promptly as practicable after the SEC Clearance Date, the Company shall cause the Joint Proxy Statement/Prospectus to be mailed to its shareholders of record, along with the Letter of Transmittal. The Company shall, through the Company Board, include the Company Board Recommendation in the Joint Proxy Statement/Prospectus together with a formal convening notice and voting form compliant with the requirements of Luxembourg law and the organizational documents of the Company for the shareholders to attend and vote at the general meeting called for the Company Shareholder Approval.

(e) Buyer agrees to use reasonable best efforts to provide to the Company, as promptly as practicable following the Agreement Date, such financial and other information regarding Buyer and its Affiliates required to be included in the Company Board Report. Buyer shall be available to, and Buyer shall use reasonable best efforts to make its Affiliates, officers and employees available to, in each case, during normal business hours and upon reasonable advanced notice, the Company and its counsel in connection with the drafting of the Company Board Report. As promptly as practicable following the execution and delivery of this Agreement, and no later than one (1) month before the Company Shareholder Approval, Buyer shall obtain and deliver to the Company a signed version of a report explaining the terms of the Merger in accordance with Article 1021-5 of the Luxembourg Companies' Law (the "**Buyer Board Report**").

Section 5.13. Buyer NYSE Listing. From the Agreement Date through the Closing, Buyer shall use commercially reasonable efforts to ensure Buyer remains listed as a public company on, and for shares of Buyer Common Stock to be listed on, the NYSE.

Section 5.14. Buyer Public Filings. From the Agreement Date through the Closing, Buyer will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

Section 5.15. Preparation of Registration Statement and Joint Proxy Statement/Prospectus; Special Meeting

(a) As promptly as practicable following the execution and delivery of this Agreement, Buyer shall use reasonable best efforts to prepare and file with the SEC a Registration Statement on Form S-4 with respect to registration of the shares of Buyer Class A Common Stock and Buyer Class C Common Stock to be issued in connection with the Merger (the "**Registration Statement**"), which Registration Statement shall include a joint proxy statement of Buyer to be used for the Special Meeting to approve the Proposals and setting forth the Redemption Offer and of the Company to be used in connection with the special meeting of the Company's shareholders for the purpose of obtaining the Company Shareholder Approval (the "**Joint Proxy Statement**") and a prospectus with respect to the shares of Buyer Class A Common Stock and Buyer Class C Common Stock to be offered and issued to holders of Company Shares in connection with the Merger (the "**Joint Proxy Statement/Prospectus**"), in all cases in accordance with and as required by the Buyer Organizational Documents, applicable Law, and the rules and regulations of the NYSE. Buyer shall file the Joint Proxy Statement/Prospectus on Form 424B3, in each case in accordance with the rules and regulations of the Exchange Act. Buyer, on the one hand, and the Company, on the other hand, shall furnish all information concerning such Person(s) to the other as may be reasonably requested in connection with the preparation, filing and distribution (as applicable) of the Registration Statement and the Joint Proxy Statement/Prospectus.

(b) Buyer shall promptly notify the Company upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Registration Statement or the Joint Proxy Statement, and shall promptly provide the Company with copies of all correspondence between it and its Representatives, on the one hand, and the SEC, on the other hand. Each of Buyer and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC or its staff with respect to the Registration Statement or the Joint Proxy Statement and any amendment to the Registration Statement or the Joint Proxy Statement filed in response thereto. Buyer shall use reasonable best efforts to respond as promptly as practicable to any comments of the SEC with respect to the Registration Statement or the Joint Proxy Statement. Buyer, on the one hand, and the Company, on the other hand, shall furnish all information concerning such Person(s) to the other as may be reasonably requested in connection with the response to any comments of the SEC with respect to the Registration Statement or the Joint Proxy Statement. If any of the Parties becomes aware that any information contained in the Registration Statement or the Joint Proxy Statement/Prospectus shall have become false or misleading in any material respect or that the Registration Statement or the Joint Proxy Statement/Prospectus is required to be amended in order to comply with applicable Law, then (i) such Party shall promptly inform the other Party and (ii) Buyer shall use reasonable best efforts to prepare an amendment or supplement to the Registration Statement or the Joint Proxy Statement/Prospectus. Buyer shall use reasonable best efforts to cause the Joint Proxy Statement as so amended or supplemented to be filed with the SEC and to be disseminated to Buyer Stockholders, in each case, pursuant to applicable Law and subject to the terms and conditions of this Agreement and the Buyer Organizational Documents. Notwithstanding the foregoing, prior to filing or mailing the Registration Statement or the Joint Proxy Statement/Prospectus (or any amendment or supplement thereto, as applicable) or responding to any comments of the SEC with respect thereto, Buyer (i) shall provide the Company an opportunity to review and comment on such document or response, and (ii) shall give reasonable and good faith consideration to all comments reasonably proposed by the Company with respect thereto.

(c) Buyer agrees to include provisions in the Joint Proxy Statement/Prospectus and to take reasonable action related thereto, with respect to (i) the adoption and approval of this Agreement, (ii) the approval of the Merger (the proposals in (i) and (ii) collectively, the "**Business Combination Proposals**"), (iii) the approval of the issuance of the shares of Buyer Class A Common Stock and Buyer Class C Common Stock in connection with the Merger (the "**Share Issuance Proposal**"), (iv) the approval of the issuance of shares of Buyer Class A Common Stock or warrants exercisable for shares of Buyer Class A Common Stock pursuant to the PIPE Subscription Agreement or other subscription agreements entered into prior to the Special Meeting (in accordance with Section 5.11(vi)) (but only if inclusion of any such issuance pursuant to such other subscription agreements in accordance with Section 5.11(vi) would not reasonably be expected to materially delay the effectiveness of the Registration Statement or the Special Meeting after the Mailing Date), in each case, to the extent required under the NYSE Listed Companies Manual (the "**PIPE Issuance Proposals**"), (v) the approval of the amendment of Buyer's certificate of incorporation substantially in the form of the Buyer A&R Charter Amendment and each change therein that is required to be separately approved (the "**First Charter Amendment Proposal**"), (vi) the approval of the amendment and restatement of Buyer's certificate of incorporation substantially in the form of the Buyer Second A&R Charter and each change therein that is required to be separately approved (the "**Second Charter Amendment Proposal**"), (vii) to the extent required by applicable Law or otherwise as is deemed advisable by the Buyer Board, the election to the Buyer Board of the Post-Closing Board effective as of the Closing (subject to any limitation imposed under applicable Laws and NYSE listing requirements, the "**Director Election Proposal**"), (viii) the approval of the adoption of the Incentive Equity Plan (the "**Incentive Plan Proposal**"), and (ix) the approval of any other proposals reasonably agreed by Buyer and the Company to be necessary or appropriate in connection with the consummation of the Merger (collectively, the "**Proposals**", and the Proposals other than the Proposals set forth in clauses (vii) and (ix), the "**Required Proposals**"). Without the prior written consent of the Company, the Proposals shall be the only matters (other than procedural matters) which Buyer shall propose to be acted on by the Buyer Stockholders at the Special Meeting.

(d) Buyer shall use reasonable best efforts to, as promptly as practicable (and in any event, within five (5) calendar days after the SEC Clearance Date), (i) cause the Joint Proxy Statement/Prospectus to be mailed to the Buyer Stockholders in compliance with applicable Law, (ii) establish the record date for, duly call, give notice of, convene and hold the Special Meeting in accordance with the DGCL for a date no later than thirty (30) Business Days following the SEC Clearance Date and (iii) solicit proxies from the Buyer Stockholders to vote in accordance with the recommendation of the Buyer Board with respect to each of the Proposals. Buyer shall, through the board of directors of Buyer, recommend to the Buyer Stockholders that they approve the Proposals (the "**Buyer Board Recommendation**") and shall include the Buyer Board Recommendation in the Joint Proxy Statement/Prospectus, unless the Buyer Board shall have changed the recommendation in accordance with this Section 5.15(d). The Buyer Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, the Buyer Board Recommendation (a "**Buyer Change in Recommendation**"); provided, that the Buyer Board may make an Buyer Change in Recommendation and include such Buyer Change in Recommendation in the Joint Proxy Statement/Prospectus if it determines in good faith, after consultation with its outside legal counsel, that a failure to make a Buyer Change in Recommendation would be inconsistent with its fiduciary duties under applicable Law. Notwithstanding the foregoing provisions of this Section 5.15(d), if on a date for which the Special Meeting is scheduled, Buyer has not received proxies representing a sufficient number of shares of Buyer Common Stock to obtain the Buyer Stockholder Approval, whether or not a quorum is present, Buyer shall have the right, subject to Article X, to make one or more successive postponements or adjournments of the Special Meeting.

(e) Prior to the Special Meeting and the Closing, Buyer shall prepare such additional reports required under the Exchange Act in connection with the Closing and the consummation of the Transactions, the PIPE Transaction and if applicable any other transaction permitted under Section 5.11 and Section 5.15. The Company shall furnish to Buyer all information concerning the Company as may be reasonably requested in connection with the preparation and filing of any such additional reports. Buyer shall provide the Company an opportunity to review and comment on any such additional reports and shall give reasonable and good faith consideration to all comments reasonably proposed by the Company with respect thereto.

Section 5.16. Exclusivity.

(a) During the Pre-Closing Period, the Company shall not and shall not authorize or permit any of its Affiliates or Representatives to take, whether directly or indirectly, any action to (i) make or negotiate any offer or proposal involving any third party to, (A) issue, sell or otherwise transfer any interest in the Company or any of the Company Subsidiaries or all or any material portion of its or their Assets, or (B) enter into any definitive agreement with respect to, or otherwise effect, any Other Sale (as defined in the Amended and Restated Articles of Incorporation of the Company, filed on August 27, 2020) other than with Buyer or any of its Affiliates, recapitalization, refinancing, merger or other similar transaction involving the Company or the Company Subsidiaries (any of the foregoing hereinafter referred to as an "**Alternative Proposal**"), (ii) solicit any inquiries or proposals regarding any Alternative Proposal, (iii) initiate any discussions with or provide any non-public information or data to any third party that would encourage, facilitate or further any effort or attempt to make or implement an Alternative Proposal, or (iv) enter into any agreement with respect to any Alternative Proposal made by any third party; provided, however, that nothing in the foregoing clause shall restrict the Company or its Affiliates or Representatives during the Pre-Closing Period from disclosing to its shareholders any unsolicited proposal received in connection with any Alternative Proposal to the extent required by their obligations under applicable Law. The Company shall, and shall cause their respective Affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any Person conducted prior to the Agreement Date with respect to, or which is reasonably likely to give rise to or result in, an Alternative Proposal.

(b) During the Pre-Closing Period, Buyer shall not take, nor shall it permit any of its Subsidiaries or Representatives to take, whether directly or indirectly, any action to solicit, initiate, continue or engage in discussions or negotiations with, or enter into any agreement with, or encourage, respond, provide information to or commence due diligence with respect to, any Person (other than the Company, the Company Subsidiaries and/or any of their Affiliates or Representatives), concerning, relating to or which is intended or is reasonably likely to give rise to or result in, any offer, inquiry, proposal or indication of interest, written or oral relating to (x) any Initial Business Combination or (y) any other Business Combination that would reasonably be expected to (i) adversely impact the ability of either Party to consummate the Transactions, (ii) materially delay the consummation of the Transactions (it being understood that any delay of greater than ten (10) Business Days shall be deemed to be material) or (iii) violate or otherwise breach the limitations set forth in Section 5.11, in each case, other than with the Company, the Company Subsidiaries and their respective Affiliates and Representatives (each, a "**Business Combination Proposal**"); and provided, that Buyer shall provide the Company with written notice at least two (2) Business Days prior to its or any of its Subsidiary's entry into any definitive agreement with respect to any Business Combination permitted by this Section 5.16, which notice shall put forth the material terms of the transaction and identifies the third-parties party thereto. Buyer shall, and shall cause its Subsidiaries and Representatives to, immediately cease any and all existing discussions or negotiations with any Person conducted prior to the Agreement Date with respect to, or which is reasonably likely to give rise to or result in, Business Combination Proposal. Notwithstanding anything to the contrary, the foregoing shall not restrict Buyer's Affiliates (including the Sponsor) that are not Subsidiaries of Buyer in any way with respect to pursuit of a Business Combination or a Business Combination Proposal for such Affiliates' other investment vehicles other than Buyer or its Subsidiaries.

Section 5.17. [Reserved].

Section 5.18. Obligations of the Company Subsidiaries. To the extent that this Agreement requires the Company or any of the Company Subsidiaries to take any action, the Company shall cause any such Company Subsidiary to take such action.

Section 5.19 No Stock Transactions. From and after the date of this Agreement until the Effective Time, except as otherwise contemplated by this Agreement, none of the Company or any of its Subsidiaries shall engage in any transactions involving the securities of Buyer without the prior consent of Buyer.

Section 5.20 Incentive Equity Plan. Buyer shall approve, and subject to the Buyer Stockholder Approval, adopt, a management incentive equity plan, the proposed form and terms of which shall be prepared and delivered by Buyer to the Company and shall be mutually agreed by Buyer and the Company prior to the Mailing Date (the "**Incentive Equity Plan**").

ARTICLE VI

POST-CLOSING COVENANTS

Section 6.01. [Reserved].

Section 6.02. Directors' and Officers' Indemnification and Exculpation.

(a) Buyer agrees that following the Closing and prior to the sixth (6^{th}) anniversary of the Closing Date all rights of the individuals who on or prior to the Closing Date were directors, officers, managers or employees (in all of their capacities) of the Company or any Company Subsidiary (collectively, the "**D&O Indemnified Parties**") to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing Date as provided in the certificate of incorporation, bylaws, or comparable organizational documents of the Company or such Company Subsidiary, as applicable, as now in effect, and any indemnification agreement, as now in effect by and between a D&O Indemnified Party and the Company or any Company Subsidiary, shall survive the Closing Date and shall continue in full force and effect against the Company or the applicable Company Subsidiary in accordance with the terms of such agreement. Following the Closing and prior to the sixth (6^{th}) anniversary of the Closing Date, such rights shall not be amended or otherwise modified in any manner that would adversely affect the rights of the D&O Indemnified Parties, unless such modification is required by Law.

(b) For a period of six (6) years from the Effective Time, Buyer shall, or shall cause one or more of its Subsidiaries to, maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by the Company's or its Subsidiaries' directors' and officers' liability Insurance Policies on terms not less favorable than the terms of such current insurance coverage, except that in no event shall Buyer or its Subsidiaries be required to pay an annual premium for such insurance in excess of 300% of the aggregate annual premium payable by the Company and its Subsidiaries for such Insurance Policy for the year ended January 31, 2020; provided, however, that (i) Buyer may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six-year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 6.02(b) shall be continued in respect of such claim until the final disposition thereof.

(c) The provisions of this Section 6.02 are intended to be for the benefit of and shall be enforceable by, each D&O Indemnified Party, his or her successors and heirs and his or her legal representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by Contract or otherwise. The obligations of Buyer under this Section 6.02 shall not be amended, terminated or modified in such a manner as to adversely affect any D&O Indemnified Party (including such Person's successors, heirs and legal representatives) to whom this Section 6.02 applies without the written consent of the affected D&O Indemnified Party (it being expressly agreed that the D&O Indemnified Parties to whom this Section 6.02 applies shall be third-party beneficiaries of this Section 6.02), and this Section 6.02 shall be enforceable by such D&O Indemnified Parties and their respective successors, heirs and legal representatives and shall be binding on all successors and assigns of Buyer and each Company Subsidiary.

(d) Notwithstanding anything contained in this Agreement to the contrary, this Section 6.02 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Buyer and the Surviving Corporation and all successors and assigns of Buyer and the Surviving Corporation. If Buyer or, following the Closing and prior to the sixth (6^{th}) anniversary of the Closing Date, any Company Subsidiary, or any of their respective successors or assigns, (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in such case, Buyer shall use commercially reasonable efforts to cause proper provisions to be made so that the successors and assigns of Buyer or such Company Subsidiary or any of their respective successors or assigns, as the case may be, shall assume all of the obligations set forth in this Section 6.02.

Section 6.03. Books and Records. Once the Merger has been definitively completed, the original copies of the Company's deeds of incorporation and the amendments thereto, together with the accounting ledgers, shareholders' register(s), supporting documents for the ownership of the Company's Shares, and any contracts, archives, exhibits, or other documents relating to the assets and rights transferred as part of the Merger will be delivered to the Buyer.

Section 6.04. Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective controlled Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquaintances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the Transactions as may be reasonably requested by the other Party.

ARTICLE VII

[RESERVED]

Section 7.01. [Reserved].

ARTICLE VIII

TAX MATTERS

Section 8.01. Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Buyer shall be liable for and shall pay any Transfer Taxes attributable to the Transactions. The Party required by Law to file a Tax Return with respect to such Transfer Taxes shall timely prepare, with the other Parties' cooperation, and file such Tax Return.

Section 8.02. Tax Cooperation. The Company and Buyer shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Company or any of the Company Subsidiaries as is reasonably necessary for the filing of all Tax Returns, the making of any election related to Taxes, the preparation for, or the prosecution or defense of, any Tax claim.

ARTICLE IX

CONDITIONS TO CLOSING

Section 9.01. Conditions to Obligations of the Parties. The obligations of the Parties to consummate the Merger shall be subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in writing by both Parties:

(a) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and all other Required Approvals shall have been obtained or, if applicable, shall have expired, shall have been waived by the applicable Government Authority or shall have been terminated.

(b) No Order. There shall be no Order in existence that prohibits the consummation of the Transactions.

(c) Net Tangible Assets. Buyer shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) remaining after the Redemption Offer is completed.

(d) Registration Statement. The Registration Statement shall have become effective in accordance with the provisions of the Securities Act, no stop order shall have been issued by the SEC which remains in effect with respect to the Registration Statement, and no proceeding seeking such a stop order shall have been threatened or initiated by the SEC which remains pending.

(e) Buyer Stockholder Approval. The Buyer Stockholder Approval shall have been obtained.

(f) Company Shareholder Approval. The Company Shareholder Approval shall have been obtained.

(g) NYSE. The Buyer Common Stock to be issued in connection with the Merger shall have been approved for listing on NYSE, subject only to official notice of issuance thereof.

(h) Redemption Offer Completion. The Redemption Offer shall have been completed in accordance with the terms hereof and the Joint Proxy Statement/Prospectus.

(i) Auditor Report. The Luxembourg Auditor shall have delivered the Auditor Report.

(j) Available Closing Date Cash. The Available Closing Date Cash shall not be less than $644,000,000.

Section 9.02. Conditions to Obligations of the Company. The obligation of the Company to consummate the Merger shall be subject to the satisfaction or waiver by the Company in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) all representations and warranties of Buyer (other than Section 4.14 (Capitalization)) contained in this Agreement shall be true and correct in all respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to materially impair or delay the ability of Buyer to consummate the Transactions or otherwise perform its obligations under the Buyer Transaction Agreements; provided, however, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" in such representations and warranties;

(ii) the representations and warranties of Buyer contained in Section 4.14 (Capitalization) shall be true and correct other than *de minimis* inaccuracies, as of the Agreement Date and as of the Closing Date, as if made anew at and as of that time;

(iii) the covenants contained in this Agreement required to be complied with by Buyer on or before the Closing shall have been complied with in all material respects; and

(iv) the Company shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the matters set forth in the foregoing clauses (i), (ii) and (iii).

(b) Sponsor Agreement. Since the Agreement Date, there shall not have occurred any amendment or modification to the Sponsor Support Agreement, other than as consented to in writing by the Company.

Section 9.03. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Merger shall be subject to the satisfaction or waiver by Buyer in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) all representations and warranties of the Company contained in this Agreement (other than the representations and warranties of the Company described in Sections 9.03(a)(ii), (iii) and (iv)) shall be true and correct as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; provided, however, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" or "Material Adverse Effect" in such representations and warranties;

(ii) each of the representations and warranties of the Company contained in Section 3.01 (Due Incorporation and Due Authorization), Section 3.16 (Brokers) and Section 3.20 (Affiliate Agreements), in each case shall be true and correct in all material respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date);

(iii) each of the representations and warranties of the Company contained in Section 3.07(b) (No Material Adverse Effect) shall be true and correct in all respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time;

(iv) the representations and warranties of the Company contained in Section 3.03 (Capitalization) shall be true and correct other than *de minimis* inaccuracies, as of the Agreement Date and as of the Closing Date, as if made at and as of that time;

(v) the covenants contained in this Agreement required to be complied with by the Company on or before the Closing shall have been complied with in all material respects; and

(vi) Buyer shall have received a certificate signed by an authorized officer of the Company, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) through (v).

(b) No "Event of Default". As at the Effective Time, there shall be no existing "Event of Default" (as defined under any Existing Credit Agreement).

(c) Material Adverse Effect. Since the Agreement Date, there shall not have occurred any Material Adverse Effect.

Section 9.04. Frustration of Closing Conditions. Neither the Company nor Buyer may rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was caused by such Party's failure to act in good faith, to use commercially reasonable efforts to cause the Closing Conditions of each such other Party to be satisfied, or to satisfy its obligations set forth in Section 5.07.

Section 9.05. Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article IX that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE X

TERMINATION

Section 10.01. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated before the Closing and the transactions contemplated hereby abandoned:

(a) by the mutual written consent of the Company and Buyer;

(b) by the Company, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 9.02(a) not to be satisfied and such breach is not waived by the Company and (i) is curable and is not cured by Buyer prior to the earlier to occur of (A) twenty (20) Business Days after receipt by Buyer of the Company's notice of its intent to terminate, and (B) the Outside Date or (ii) is incapable of being cured prior to the Outside Date; provided, however, that the Company is not then in material breach of this Agreement;

(c) by Buyer, if the Company shall have breached any representation or warranty or failed to comply with any covenant applicable to the Company that would cause any Closing Condition set forth in Section 9.03(a) not to be satisfied and such breach is not waived by Buyer and (i) is curable and is not cured by the Company prior to the earlier to occur of (A) twenty (20) Business Days after receipt by the Company of Buyer's notice of its intent to terminate, and (B) the Outside Date or (ii) is incapable of being cured prior to the Outside Date; provided, however, that Buyer is not then in material breach of this Agreement;

(d) by the Company, if a Buyer Change in Recommendation shall have occurred prior to the Special Meeting;

(e) unless otherwise agreed by the Parties, by the Company or Buyer, if the Closing shall not have occurred by the date that is eight (8) months following the Agreement Date (the "**Outside Date**"); provided, however, that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties or covenants contained in this Agreement by Buyer or the Company, then the Party that failed to fulfill such obligations or breached the Agreement may not terminate this Agreement pursuant to this Section 10.1(e);

(f) by the Company or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order that permanently enjoins the consummation of the Merger and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 10.01(f) shall not be available to the Company or Buyer whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or other action;

(g) by the Company or Buyer, if the Buyer Stockholder Approval is not obtained at the Special Meeting (subject to any adjournment or recess of the meeting); or

(h) by Buyer, if the Company Shareholder Approval is not obtained at the special meeting of the holders of Company Shares described in Section 5.12(d) (subject to any adjournment or recess of the meeting).

Section 10.02. Notice of Termination. If either Buyer or the Company desires to terminate this Agreement pursuant to Section 10.01, such Party shall give written notice of such termination to the other Party.

Section 10.03. Effect of Termination. If this Agreement is terminated pursuant to Section 10.01, this Agreement shall thereupon become null and void and of no further force and effect and there shall be no Liability on the part of any Party to another Party, except that (i) the provisions of Section 5.03 (Confidentiality), Section 5.10 (No Claims Against Trust Account), Section 10.01 (Termination), this Section 10.03 and Article XI (Miscellaneous) shall remain in full force and effect and (ii) nothing in this Section 10.03 shall be deemed to (A) release any Party from any Liability for any breach by such Party of any term of this Agreement prior to the date of termination for any knowing and intentional breach of this Agreement or in the case of intentional fraud (with the specific intent to deceive and mislead) or (B) impair the right of any Party to compel specific performance by any other Party of such other Party's obligations under this Agreement prior to the valid termination of this Agreement; provided, further, that nothing in this Section 10.03 shall, in any way, limit the Company's waiver against the Trust Account as set forth in Section 5.10.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Rules of Construction. The following rules of construction shall govern the interpretation of this Agreement:

(a) references to "applicable" Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of New York; references to any statute, rule, regulation or form (including in the definition thereof) shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(b) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken by Thursday); if the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(c) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(d) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms "Article," "Section," "subsection," "subclause," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(e) (i) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits thereto, (ii) the terms "thereof," "therein," "thereby," "thereto" and derivative or similar words refer to this Agreement to which the context refers, including the Schedules and Exhibits thereto, (iii) the terms "include," "includes," "including" and words of similar import when used in this Agreement mean "including, without limitation" unless otherwise specified, (iv) the term "any" means "any and all" and (v) the term "or" shall not be exclusive and shall mean "and/or";

(f) (i) references to "days" means calendar days unless Business Days are expressly specified, (ii) references to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)) and (iii) references to "$" mean U.S. dollars;

(g) references to any Person includes such Person's successors and permitted assigns;

(h) whenever this Agreement requires the Company or any of its Subsidiaries to take any action, such requirement shall be deemed to involve an undertaking on the part of the Company to take such action, or to cause its applicable Subsidiary/ies to take such action;

(i) unless the context otherwise requires, 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";

(j) the term "ordinary course of business" means ordinary course of business consistent with past practice;

(k) any reference to a Schedule to this Agreement shall refer to a schedule included in either Buyer's Disclosure Schedule or the Company's Disclosure Schedule; and

(l) each Party has participated in the negotiation and drafting of this Agreement, and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement; the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Further, prior drafts of this Agreement or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

Section 11.02. Expenses. Except as otherwise specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor and accounting fees and expenses, incurred in connection with the Transaction Agreements, the PIPE Subscription Agreement and the Transactions, irrespective of when incurred or whether or not the Closing occurs.

Section 11.03. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 11.03):

If to the Company, to:

Software Luxembourg Holding S.A.
48, Boulevard Grande-Duchesse Charlotte
L-1330 Luxembourg
Grand-Duché de Luxembourg
Attention: Board of directors
E-mail: Greg.Porto@skillsoft.com

with copies (which will not constitute notice) to:

Skillsoft Corporation
300 Innovative Way, Suite 201
Nashua, New Hampshire 03602
Attention: Greg Porto
E-mail: Greg.Porto@skillsoft.com

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Jackie Cohen
Gavin Westerman
Mariel E. Cruz
E-mail: Jackie.Cohen@weil.com
Gavin.Westerman@weil.com
Mariel.Cruz@weil.com

If to Buyer, to:

Churchill Capital Corp. II
640 Fifth Avenue, 12th Floor
New York, NY 10019
Attention: Michael S. Klein
E-mail: Michael.klein@mkleinandcompany.com

with a copy (which will not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Kenneth M. Schneider
Ross A. Fieldston
E-mail: kschneider@pauweiss.com
rfieldston@paulweiss.com

Section 11.04. Survival. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Effective Time in accordance with their terms), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Effective Time.

Section 11.05. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. No Party nor any Affiliate or Representative of such Party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of the Transaction Agreements or the Transactions, except for communications that have been previously approved by the other applicable Party or consistent with previous public announcements made pursuant to this Section 11.05, without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by applicable Law. Notwithstanding anything contained in this Agreement to the contrary, each Party and its Affiliates may make announcements and may provide information regarding this Agreement and the Transactions to their respective owners, their Affiliates, and its and their respective directors, officers, employees, managers, advisors, direct and indirect investors and prospective investors without the consent of any other Parties hereto.

Section 11.06. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Section 11.07. Assignment. This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other Party; provided, however, that any Party may assign this Agreement and any or all rights and obligations under this Agreement to any of its controlled Affiliates; provided, further, that no such assignment pursuant to the foregoing proviso shall release any assigning Party from any Liability under this Agreement. Any attempted assignment in violation of this Section 11.07 shall be void *ab initio.*

Section 11.08. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the D&O Indemnified Parties pursuant to Section 6.02(a), the Nonparty Affiliates pursuant to Section 11.17, or as otherwise expressly set forth in this Agreement, nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

Section 11.09. Entire Agreement. This Agreement (including the Disclosure Schedules), the Confidentiality Agreements and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 11.10. Amendments. This Agreement (including all exhibits and schedules hereto) may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

Section 11.11. Waiver. At any time before the Closing, either of the Company or Buyer may (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any covenant, agreement or condition contained in this Agreement but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure; provided, that any such waiver shall be in a written instrument duly executed by the waiving Party. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 11.12. Governing Law. This Agreement, and any Action that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a "**Transaction Dispute**"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 11.13. Dispute Resolution; Consent to Jurisdiction.

(a) The Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any Delaware state court sitting in New Castle County) and any appellate court from any of such courts, for the resolution of any Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 11.03 (as may be updated from time to time in accordance with Section 11.03) of any process required by any such court, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 11.14. **WAIVER OF JURY TRIAL**. To the maximum extent permitted by Law, each Party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each Party certifies and acknowledges that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver voluntarily and (c) such waiver constitutes a material inducement upon which such Party is relying and will rely in entering into the this Agreement. Each Party may file an original counterpart or a copy of this Section 11.14 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

Section 11.15. Admissibility into Evidence. All offers of compromise or settlement among the Parties or their Representatives in connection with the attempted resolution of any Transaction Dispute (a) shall be deemed to have been delivered in furtherance of a Transaction Dispute settlement, (b) shall be exempt from discovery and production and (c) shall not be admissible into evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Transaction Dispute.

Section 11.16. Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

Section 11.17. Non-Recourse. All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their successors and assigns ("**Contracting Parties**"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants or representative of, and any financial advisor or lender to or other financing source of, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to or other financing source of, any of the foregoing ("**Nonparty Affiliates**"), shall have any Liability (whether in Contract or in tort, in law or in equity) for any claims, obligations, Liabilities, Actions or causes of action arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, obligations, Liabilities, Actions and causes of action against any such Nonparty Affiliates. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement (it being expressly agreed that the Nonparty Affiliates to whom this Section 11.17 applies shall be third-party beneficiaries of this Section 11.17).

Section 11.18. Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of the Company set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither the Company nor any of their Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Any matter, information or item disclosed in the Disclosure Schedules, under any specific representation or warranty or Schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other Schedule or section of the Disclosure Schedule to the extent it is reasonably apparent from the face of such disclosure that such disclosure is applicable to such other Schedule(s) or section(s). The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (a) an admission of any Liability by the Company or its Affiliates to any third party, (b) an admission that any breach or violation of applicable Laws or any contract or agreement to which the Company or any of its Affiliates is a party exists or has actually occurred, (c) an admission that such item is outside the ordinary course of business or not consistent with past practice, or (d) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, or would reasonably be expected to have a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled Schedules corresponding to the Sections of this Agreement.

Section 11.19. Provision Respecting Legal Representation. Each Party to this Agreement agrees, on its own behalf and on behalf of its Affiliates and Representatives, that Weil, Gotshal & Manges LLP may serve as counsel to the Company, on the one hand, and any Company Subsidiary, on the other hand, in connection with the negotiation, preparation, execution and delivery of the Transaction Agreements and the consummation of the Transactions, and that, following consummation of the Transactions, Weil, Gotshal & Manges LLP may serve as counsel to either of the Company or any Affiliate or Representative of either of the Company, in connection with any litigation, claim or obligation arising out of or relating to the Transactions and the Transaction Agreements notwithstanding such prior representation of any Company Subsidiary and each Party consents thereto and waives any conflict of interest arising therefrom, and each Party shall cause its Affiliates and Representatives to consent to waive any conflict of interest arising from such representation.

Section 11.20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and Buyer have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

THE COMPANY:

SOFTWARE LUXEMBOURG HOLDING S.A.

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

BUYER:

CHURCHILL CAPITAL CORP II

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

EXHIBIT A

Definitions

"**Action**" means any action, suit, arbitration, investigation or proceeding by or before any Government Authority.

"**Affiliate**" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement (a) none of the Company or Charterhouse General Partners (IX) Limited shall be deemed an Affiliate of Buyer, nor, after the Closing, of the Surviving Corporation or any Company Subsidiary and (b) after the Closing, the Surviving Corporation shall be deemed an Affiliate of each of the Company Subsidiaries (and vice versa).

"**Anti-Corruption Laws**" means any applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial), including Laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any official, employee, or representative of a Government Authority, political party, political party official, candidate for public office, public international organization, or any instrumentality of any of the aforementioned (including government-owned or government-controlled businesses), or any non-governmental commercial entity to obtain or retain business or secure an improper advantage, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all national and international Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"**Antitrust Laws**" means any Laws applicable to Buyer, the Company or any Company Subsidiary under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Applicable Majority**" means the affirmative vote, in each case assuming a quorum is present, of the holders of: in relation to the (i) Business Combination Proposals, the Share Issuance Proposal, the PIPE Issuance Proposals and the Incentive Plan Proposal, in each case, a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, cast at the Special Meeting, (ii) First Charter Amendment Proposal and the Second Charter Amendment Proposal, in each case, (A) a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class and (B) a majority of the outstanding shares of Buyer Class B Common Stock, voting separately as a single class and (iii) to the extent required by applicable Law or deemed advisable by the Buyer Board, the Director Election Proposal, a plurality of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, cast at the Special Meeting.

"**Assets**" means the assets and properties that are owned, leased or licensed by the Company and any Company Subsidiary.

"**Available Closing Date Cash**" means, as of immediately prior to or at the time of the Closing, an aggregate amount equal to the result of (without duplication) (a) the cash available to be released from the Trust Account to Buyer after deduction of all funds required to be paid in respect of redemptions of Buyer Common Stock pursuant to the Redemption Offer, *plus* (b) any cash on the balance sheet or otherwise in the bank accounts of Buyer (which shall include any proceeds pursuant to any commitment to subscribe for shares of Buyer Class A Common Stock or warrants exercisable into shares of Buyer Class A Common Stock prior to or concurrently with the Closing), *plus* (c) Available Company Closing Date Cash.

"**Available Company Closing Date Cash**" means, as of immediately prior to or at the time of the Closing, the aggregate amount of cash deposited in the bank accounts of the Company and the Company Subsidiaries, other than restricted cash set forth in the Company's consolidated balance sheet with respect to the Company's Subsidiaries' Amended and Restated Receivables Purchase Agreement, dated December 20, 2018, by and among Skillsoft Corporation, SumTotal Systems, LLC, Mindleaders, Inc., Skillsoft Canada, Ltd., SumTotal Systems Canada Ltd., Skillsoft U.K. Limited, SumTotal Systems U.K. Limited and Skillsoft Receivables Financing LLC.

"**Bankruptcy and Equity Exception**" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law).

"**Business**" means the business of the Company and the Company Subsidiaries, including the business of providing enterprise software and technology related to (a) learning content (including but not limited to courses, videos, books and other learning assets); (b) intelligent learning experience platforms; and (c) talent development technology platforms.

"**Business Combination**" has the meaning ascribed to such term in the Certificate of Incorporation.

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which commercial banks in New York City, New York or in the Grand Duchy of Luxembourg are required or authorized by Law to be closed.

"**Business Information Systems**" has the meaning set forth in Section 3.10(i).

"**Business Intellectual Property**" means the Business Registrable IP, Intellectual Property included in the Business Technology, and all other Intellectual Property to the extent owned or purported to be by the Company or any of the Company Subsidiaries.

"**Business Registrable IP**" means patents, patent applications, registered Trademarks, applications for registered Trademarks, copyright registrations and Internet domain names owned or purported to be owned by the Company or any Company Subsidiary.

"**Business Technology**" means all Software and Technology to the extent owned or purported to be owned by the Company or any of the Company Subsidiaries.

"**Buyer Class A Common Stock**" means shares of Class A common stock of Buyer, par value $0.0001 per share.

"**Buyer Class B Common Stock**" means shares of Class B common stock of Buyer, par value $0.0001 per share.

"**Buyer Class C Common Stock**" means redeemable shares of Class B common stock of Buyer, par value $0.0001 per share.

"**Buyer Common Stock**" means, collectively, the Buyer Class A Common Stock and the Buyer Class B Common Stock.

"**Buyer Organizational Documents**" means the Certificate of Incorporation and Buyer's bylaws.

"**Buyer Stockholder**" means a holder of Buyer Common Stock.

"**Buyer Stockholder Approval**" has the meaning set forth in Section 4.02(b).

"**Buyer Transaction Agreements**" means this Agreement and each other Transaction Agreement to which Buyer is named as a party on the signature pages thereto.

"**Buyer Transaction Costs**" means the amount equal to (x) all fees and disbursements of Buyer or the Sponsor for outside counsel and fees and expenses of Buyer or the Sponsor or for any other agents, advisors, consultants, experts and financial advisors employed by or on behalf of Buyer or the Sponsor, in each case, in connection with the Transactions and any other transactions or potential transactions leading up to the Transactions, including any deferred underwriting commissions and taxes payable on interest earned on the funds in the Trust Account *less* (y) the amount of any such expenses previously paid by Buyer.

"**Buyer Warrant**" means a warrant entitling the holder to purchase one share of Buyer Class A Common Stock per warrant.

"**California Consumer Privacy Act**" ("**CCPA**") means Cal. Civ. Code § 1798.100, et seq.

"**CapEx Budget**" means the capital expenditures budget set forth in the financial projections shared with Buyer on September 11, 2020.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Government Authority.

"**Certificate of Incorporation**" means the Amended and Restated Certificate of Incorporation of Buyer, filed with the Secretary of State of the State of Delaware on June 26, 2019.

"**Change**" has the meaning set forth in the definition of "Material Adverse Effect".

"**Class A First Lien Exchange Ratio**" means a number, the numerator of which is 24,000,000 and the denominator of which is equal to the aggregate number of Company Class A Shares outstanding as of immediately prior to the Closing.

"**Class A Second Lien Exchange Ratio**" means a number, the numerator of which is 4,500,000 and the denominator of which is equal to the aggregate number of Company Class B Shares outstanding as of immediately prior to the Closing.

"**Class C Exchange Ratio**" means a number, the numerator of which is 3,840,000 and the denominator of which is equal to the aggregate number of Company Class A Shares outstanding as of immediately prior to the Closing.

"**Class C Redemption Amount**" means an amount equal to $505,000,000 in cash.

"**Closing Conditions**" means the conditions to the respective obligations of the Parties to consummate the Transactions, in each case, as set forth in Article IX.

"**Closing Date**" has the meaning set forth in Section 2.03.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Company Board Recommendation**" means a recommendation of the Company Board that the plan of merger set forth in this Agreement and the Joint Merger Proposal be adopted by the shareholders of the Company.

"**Company Class A Share**" means a Class A share of the Company.

"**Company Class B Share**" means a Class B share of the Company.

"**Company Share**" means a Company Class A Share and/or a Company Class B Share.

"**Company Transaction Agreements**" means this Agreement and each other Transaction Agreement to which the Company or its Subsidiaries is a party.

"**Company Transaction Costs**" means the amount equal to all fees and disbursements of the Company for outside counsel and fees and expenses of any other agents, advisors, consultants, experts and financial advisors employed or engaged by the Company, in each case, solely to the extent such fees and expenses were incurred by or on behalf of the Company in connection with the preparation, negotiation and execution of this Agreement, the Support Agreements and the consummation of Transactions and are expected to remain unpaid as of the close of business on the Business Day immediately preceding the Closing Date.

"**Confidential Information**" has the meaning ascribed to it in the Confidentiality Agreement and the Tripartite Confidentiality Agreement, as applicable.

"**Confidentiality Agreement**" means the Confidentiality Agreement, dated January 20, 2020, by and between Pointwell and Buyer.

"**Confidentiality Agreements**" means both of the Confidentiality Agreement and the Tripartite Confidentiality Agreement.

"**Consent**" means any consent, approval or authorization.

"**Continuing Employee**" means any Covered Employee who continues his or her employment with Buyer or any of its Affiliates (including, for the avoidance of doubt, the Company Subsidiaries) immediately following the Closing Date.

"**Contract**" means any legally binding written contract, agreement, subcontract, undertaking, indenture, note, bond, mortgage, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien).

"**Control**" means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms "Controlled by," "Controlled," "under common Control with" and "Controlling" shall have correlative meanings.

"**Converting Stockholder**" means a Buyer Stockholder who demands that Buyer convert its Buyer Common Stock into cash in connection with the Transactions and in accordance with the Buyer Organizational Documents.

"**Covered Employee**" means any employee of the Company or any Company Subsidiary as of immediately prior to the Closing.

"**Debt**" means, at any time and with respect to any Person: (a) all indebtedness of such Person for borrowed money; (b) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals and deferred compensation items arising in the ordinary course of business); (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (d) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (e) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities, in each case only to the extent drawn; (f) all Debt of others referred to in clauses (a) through (f) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or purchase such Debt or to advance or supply funds for the payment or purchase of such Debt; (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt; (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered); or (iv) otherwise to assure a creditor against loss in respect of such Debt; and (g) all Debt referred to in clauses (a) through (f) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any lien upon or in property owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt.

"**Disclosure Schedules**" means the disclosure schedules dated as of the Agreement Date, which form a part of this Agreement.

"**Distribution Consent**" means any amendment, consent, waiver or modification required to be approved or executed by certain or all of the lenders under each Existing Credit Agreement to effect any Debt Amendment requested by Buyer in accordance with and for the purposes specified in Section 5.09.

"**Employee Plans**" means all employee benefit plans (within the meaning of Section 3(3) of ERISA), and each other retirement, profit-sharing, welfare benefit, bonus, stock option, stock purchase, restricted stock, equity-based, incentive, fringe benefit, deferred compensation, employment, consulting, retention, termination, severance, separation, change-in-control or transaction programs, arrangements or agreements, in each case pursuant to which the Company or any of the Company Subsidiaries sponsors, maintains or contributes to for the benefit of Covered Employees, other than statutorily required plans or arrangements.

"**Environmental Law**" means any applicable U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law (including common law) promulgated by a Government Authority relating to pollution or protection of the environment.

"**Environmental Permit**" means any Permit that is required by a Government Authority under any Environmental Law and necessary to the operation of the Business as of the Agreement Date.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exhibits**" means the exhibits dated as of the Agreement Date (and as may be amended from time to time in accordance herewith) which form a part of this Agreement.

"**Existing Credit Agreements**" means the Existing First Out Credit Agreement and the Existing Second Out Credit Agreement.

"**Existing First Out Credit Agreement**" means that certain Senior Secured Term Loan Credit Agreement, dated as of August 27, 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, the lenders from time to time party thereto and Wilmington Savings Fund Society FSB, as the administrative agent and collateral agent.

"**Existing First Out Credit Agreement Amendment**" means that certain Amendment No. 1 to the Existing First Out Credit Agreement, dated as of October 12, 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, and the lenders party thereto constituting the "Required Lenders" thereunder.

"**Existing Second Out Credit Agreement**" means that certain Senior Secured Second Out Term Loan Credit Agreement, dated as of August 27, 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, the lenders from time to time party thereto and Wilmington Savings Fund Society FSB, as the administrative agent and collateral agent.

"**Existing Second Out Credit Agreement Amendment**" means that certain Amendment No. 1 to the Existing Second Out Credit Agreement, dated as of October 12, 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, and the lenders party thereto constituting the "Required Lenders" thereunder.

"**Expense Reimbursement Letter**" means that certain letter agreement dated June 15, 2020 regarding the expense reimbursement payable to Buyer and its affiliates in connection with the Transactions, as amended on August 15, 2020 and September 16, 2020 and as may be further amended from time to time.

"**FFCRA**" means the Family First Coronavirus Response Act (Pub. L. 116-127) and any administrative or other guidance published with respect thereto by any Government Authority.

"**Foreign Plan**" means each Employee Plan maintained outside the jurisdiction of the United States that provides benefits in respect of any current or former employee, individual consultant, individual independent contractor, officer or director of the Company or any Company Subsidiary that is primarily based outside the United States.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Government Authority**" means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

"**Hazardous Materials**" means any substance, material or waste that is defined or regulated as "hazardous," "toxic," a "pollutant," a "contaminant" or words of similar meaning and regulatory effect under any applicable Environmental Law.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Initial Business Combination**" means a Business Combination that would result in the balance of the funds in the Trust Account to be disbursed in accordance with the Trust Agreement and the Certificate of Incorporation.

"**Insurance Policies**" means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of the Company and the Company Subsidiaries (in each case, including self-insurance and insurance from Affiliates).

"**Intellectual Property**" means any and all of the following intellectual property rights arising under the Laws of the U.S. or any other country: (a) patents and patent applications, including any such rights granted upon any reissue, reexamination, renewal, division, extension, provisional, continuation, or continuation-in-part; (b) copyrights, moral rights, mask work rights, works of authorship, database rights and design rights, whether or not registered, and registrations and applications for registration thereof; (c) Trademarks; (d) Trade Secrets; (e) Internet domain names; and (f) all other intellectual property rights relating to Software or Technology.

"**International Trade Laws**" means any of the following: (a) any Laws concerning the importation of merchandise or items (including technology, services, and software), including but not limited to those administered by U.S. Customs and Border Protection or the U.S. Department of Commerce, (b) any Laws concerning the exportation or re-exportation of items (including technology, services, and software), including but not limited to those administered by the U.S. Department of Commerce or the U.S. Department of State, or (c) any economic sanctions administered by the United States (including but not limited to those administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") and the U.S. State Department), the United Nations, Canada, the European Union, or the United Kingdom.

"**IRS**" means the U.S. Internal Revenue Service.

"**Knowledge of the Company**" means the actual knowledge as of the Agreement Date of the Persons listed on Schedule 1.01 following reasonable inquiry.

"**Law**" means any U.S. federal, state or local, or non-U.S., statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law (including common law) promulgated by a Government Authority.

"**Leased Real Property**" means any real property that is leased, subleased or licensed by the Company or any Company Subsidiary as lessee, sublessee or licensee, in each case, granting the Company or any Company Subsidiary a right of use or occupancy in such real property.

"**Liabilities**" means any liability, Debt, guarantee, claim, demand, expense, commitment or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including all costs and expenses related thereto.

"**Lien**" means any mortgage, deed of trust, charge, pledge, hypothecation, security interest, encumbrance, restriction, right of first offer or refusal, claim or lien.

"**Mailing Date**" means the date upon which Buyer shall have mailed the definitive Joint Proxy Statement/Prospectus, as filed with the SEC, to the Buyer Stockholders.

"**Material Adverse Effect**" means any fact, event, change, effect, development, circumstance, or occurrence (each, a "**Change**") that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (a) the business, operations, properties, assets or financial condition of the Business; *provided*, that, none of the following, either alone or in combination, will constitute a Material Adverse Effect: (i) any Change in the United States or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (ii) any Change that generally affects any industry in which the Business operates; (iii) general business or economic conditions in any of the geographical areas in which any of the Company, the Company Subsidiaries or the Business operates; (iv) national or international political or social conditions, including any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, whether commenced before or after the Agreement Date and whether or not pursuant to the declaration of a national emergency or war; (v) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, cyberattack, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, and any global health conditions (including any epidemic, pandemic, or other outbreak of illness, including as a result of the COVID-19 virus or other virus or disease, or any actions by a Government Authority related to the foregoing); (vi) any actions taken by Buyer or its Affiliates or specifically permitted to be taken or omitted by the Company or its Affiliates pursuant to this Agreement or any other Transaction Agreement or actions taken or omitted to be taken by the Company or its Affiliates at the request or with the consent of Buyer (provided, that the exceptions in this clause (vi) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 3.04 and, to the extent related thereto, the condition inSection 9.02(a)); (vii) any Changes in applicable Laws or GAAP (or other relevant accounting rules); (viii) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions (provided, that the exceptions in this clause (viii) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 3.04 and, to the extent related thereto, the condition inSection 9.02(a)); or (ix) any effects or Changes arising from or related to the breach of this Agreement by Buyer; provided further, that the exceptions set forth in clauses (i) through (v) of this definition shall not be regarded as exceptions solely to the extent that any such described Change has a disproportionately adverse impact on the Business as compared to other companies similarly situated in the industries in which the Business operates or (b) the ability of the Company and the Company Subsidiaries to timely consummate the Transactions.

"**NYSE**" means the New York Stock Exchange.

"**Open Source Software**" means any Software licensed and distributed under a license listed by the Open Source Initiative as an approved license at https://opensource.org/licenses/alphabetical and that satisfies the "Open Source Definition" provided by the Open Source Initiative at https://opensource.org/osd as of the date of this Agreement, or a license listed by the Free Software Foundation as a free software license at https://www.gnu.org/licenses/license-list.html#SoftwareLicenses and that satisfies the "Free Software Definition" provided by the Free Software Foundation at https://www.gnu.org/philosophy/free-sw.en.html as of the date of this Agreement.

"**Operating Budget**" means the operating budget set forth in the financial projections shared with Buyer on October 12, 2020.

"**Order**" means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

"**Permits**" means all permits, licenses, authorizations, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Government Authority under applicable Law, in each case, necessary for the operation of the Business.

"**Permitted Liens**" means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet delinquent or that are being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty, in each case that have been properly accrued in the applicable Financial Statements and for which adequate reserves have been established in accordance with GAAP, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed or permitted by Law in the ordinary course of business that are not yet delinquent or that are being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty and for which adequate reserves have been established in accordance with GAAP, (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security, (d) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances not materially interfering with the ordinary conduct of the Business, (e) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority, (f) Liens not created by the Company or the Company Subsidiaries that affect the underlying fee, lessor, licensor or sublessor interest of any Leased Real Property or real property over which the Company (with respect to the Business) or the Company Subsidiaries have easement or other property rights, (g) Liens incurred in the ordinary course of business securing Liabilities that are not material to the Assets taken as whole, (h) Liens created by or through, or resulting from any facts or circumstances relating to, Buyer or its Affiliates, (i) Liens arising out of, under or in connection with this Agreement or the other Transaction Agreements, (j) Liens securing debt disclosed on the Financial Statements, (k) right, terms or conditions in any leases, subleases, licenses or occupancy agreements made available to Buyer, including title of a lessor under a capital or operating lease, (l) in the case of Intellectual Property, non-exclusive licenses, sublicenses, options to license, covenants or other grants and gaps in the chain of title evident from the publicly-available records of the applicable Government Authority maintain such records, and (m) other Liens that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

"**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.

"**Personal Data**" means any information in any media that relates to an identified or identifiable individual person.

"**Prosus Subscriber**" means MIH Ventures B.V.

"**PIPE Transaction**" means the transactions contemplated by the PIPE Subscription Agreement.

"Pre-Closing Period" means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms.

"**Representative**" of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

"**Required Approvals**" means the approvals of the Government Authorities set forth on Schedule 9.01(a).

"**SEC**" means the United States Securities and Exchange Commission.

"**SEC Clearance Date**" means the date on which the SEC has declared the Registration Statement effective and has confirmed that it has no further comments on the Joint Proxy Statement/Prospectus.

"**SEC Reports**" has the meaning set forth in Section 4.09.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Securities Laws**" means the securities laws of state, federal or foreign entity and the rules and regulations promulgated thereunder.

"**Service Provider**" means any Covered Employee and any director, consultant or independent contractor of any Company Subsidiary, in each case who is an individual, as of immediately prior to the Closing.

"**Signing Date Amendments**" mean collectively, the Existing First Out Credit Agreement Amendment and the Existing Second Out Credit Agreement Amendment.

"**Software**" means all (a) computer programs, including all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (c) all documentation including user manuals and other training documentation relating to any of the foregoing.

"**Special Meeting**" means a meeting of the Buyer Stockholders to be held for the purpose of approving the Proposals.

"**Sponsor**" means Churchill Sponsor II LLC, a Delaware limited liability company.

"**Subsidiary**" of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person, and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control.

"**Tax**" or "**Taxes**" means any and all U.S. federal, state, local, non-U.S. and other taxes, (and levies, fees, imposts, duties, and similar governmental charges in the nature of taxes), including income, real property, excise, property, sales or use, goods and services, value added, gross receipts, ad valorem, profits, license, branch, withholding, payroll, employment, unemployment, net worth, capital gains, capital stock, transfer, gains, stamp, social security (or similar), compensation, utility, severance, production, premium, windfall profits, occupation and franchise taxes and customs duties, together with any interest, fines, assessments, penalties and additions to tax imposed by any Taxing Authority in connection therewith or with respect thereto.

"**Tax Contest**" means any audit, suit, assessment, investigation, or claim, by, or administrative or judicial proceeding with, a Government Authority with respect to any Tax.

"**Tax Returns**" means all returns, reports, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Taxing Authority relating to Taxes, including any schedule or attachment thereto or amendment thereof.

"**Taxing Authority**" means any federal, state, local or foreign jurisdiction imposing Taxes and the Government Authorities, if any, charged with the collection of such Taxes for such jurisdiction.

"**Technology**" means, collectively, all technology, designs, procedures, models, discoveries, processes, techniques, ideas, know-how, research and development, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship in any media, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein.

"**Trade Secrets**" means confidential and proprietary information and trade secrets, including know how, ideas, methods, techniques, and inventions (whether or not patentable), and customer, vendor, and prospect lists.

"**Trademarks**" means trademarks, service marks, trade names, service names, trade dress, logos and other identifiers of same, including all goodwill associated therewith, and all common law rights, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

"**Trading Day**" means any day on which shares of Buyer Common Stock are actually traded on the principal securities exchange or securities market on which shares of Buyer Common Stock are then traded.

"**Transaction Agreements**" means this Agreement, the Joint Merger Proposal, the Company Support Agreements, the Sponsor Support Agreement, the Stockholders Agreement, the Registration Rights Agreement(s), the Board Reports, the Auditor Report, and any other agreements, instruments or documents required to be delivered at the Closing, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

"**Transactions**" means the transactions contemplated by this Agreement, including the Class C Common Stock Redemption, and the transactions contemplated by the other Transaction Agreements, in each case, solely in connection with the Initial Business Combination.

"**Transfer Taxes**" means all sales, use, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT), recording, documentary, filing, permit or authorization, leasing, license, lease, service, service use, severance, franchise, profits, gains, property registration, and similar non-income Taxes, motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto.

"**Treasury Regulations**" means the Treasury regulations promulgated under the Code.

"**Tripartite Confidentiality Agreement**" means that certain confidentiality agreement, dated October 7, 2020, by and among Buyer, the Company, and Global Knowledge Training LLC.

"**Trust Account**" has the meaning set forth in Section 4.06(a).

"**Trust Agreement**" has the meaning set forth in Section 4.06(a).

"**Trustee**" has the meaning set forth in Section 4.06(a).

"**U.S.**" means the United States of America.

"**VWAP**" means, for any security as of any date(s), the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such date(s) shall be the fair market value per share on such date(s) as reasonably determined by Buyer.

"**WARN Act**" has the meaning set forth in Section 3.13(k).

"**Warrant Agreement**" means that certain Warrant Agreement, dated as of June 26, 2019, between Buyer and Continental Stock Transfer & Trust Company, a New York corporation as warrant agent.

Term	Section
Agreement	Preamble
Agreement Date	Preamble
Alternative Proposal	5.16(a)
Audited Pointwell Financial Statements	3.06(a)
Auditor Report	Recitals
Board Confirmation	2.04
Business Combination Proposals	5.15(c)
Business Information Systems	3.10(j)
Buyer	Preamble
Buyer A&R Bylaws	Recitals
Buyer A&R Charter Amendment	Recitals
Buyer Board	Recitals
Buyer Board Recommendation	5.15(d)
Buyer Board Report	Recitals
Buyer Change in Recommendation	5.15(d)
Buyer Recommendation	Recitals
Buyer Second A&R Charter	Recitals
Buyer Stockholder Approval	4.02(b)
Certificate of Merger	2.04
Class C Common Stock Redemption	2.06(d)
Class C Redemption Amount	2.06(d)
Closing	2.03
Closing Date	2.03
Company	Preamble
Company Affiliate Agreement	3.20
Company Board	Recitals
Company Board Report	Recitals
Company Shareholder Approval	Recitals
Company Subsidiaries	Recitals
Company Support Agreements	Recitals
Contracting Parties	11.17
COVID-19 Response	5.01(i)
D&O Indemnified Parties	6.02(a)
DGCL	Recitals
Director Election Proposal	5.15(c)
Effective Time	2.04
Exchange Fund	2.09(b)
Excluded Share	2.06(a)(iii)
Financial Statements	3.06(a)
First Charter Amendment Proposal	5.15(c)
Incentive Plan Proposal	5.15(c)
Joint Merger Proposal	Recitals
Joint Proxy Statement	5.15(a)
Joint Proxy Statement/Prospectus	5.15(a)

Term	Section
Letter of Transmittal	2.09(c)(i)
Luxembourg Auditor	Recitals
Luxembourg Companies' Law	Recitals
Material Contracts	3.12(a)
Material Permits	3.22
Merger	Recitals
Nonparty Affiliates	11.17
Outside Date	10.01(e)
Parties	Preamble
Per Class A Share Merger Consideration	2.06(a)(i)
Per Class B Share Merger Consideration	2.06(a)(ii)
Per Share Merger Consideration	2.06(a)(ii)
Pointwell	3.06(a)
Post-Emergence Financial Statements	3.06(a)
Proposals	5.15(c)
Registration Statement	5.15(a)
SEC Reports	4.09(a)
Second Charter Amendment Proposal	5.15(c)
Share Issuance Proposal	5.15(c)
Sponsor Support Agreement	Recitals
Surviving Corporation	2.01
Third Party Consents	5.05
Transaction Dispute	11.12
Trust Account	4.06(a)
Trust Agreement	4.06(a)
Trustee	4.06(a)
Unaudited Pointwell Financial Statements	3.06(a)
WARN Act	3.13(k)

EXHIBIT B

Joint Merger Proposal

EXHIBIT C

Form of Company Support Agreement

AGREED FORM

SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of October [●], 2020, is entered into by and among Churchill Capital Corp II, a Delaware corporation ("Acquiror") in its capacity as a shareholder of the Company, Software Luxembourg Holding S.A., a Luxembourg 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 (the "Company") and [●], a [●] (the "Shareholder").

RECITALS

WHEREAS, the Acquiror and the Shareholder are shareholders of the Company.

WHEREAS, concurrently herewith, Acquiror and the Company are entering into an Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"; capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement) and in a Luxembourg law governed joint merger proposal (the "Joint Merger Proposal"), pursuant to which (and subject to the terms and conditions set forth therein) the Company will merge with and into the Acquiror, with the Acquiror surviving the merger (the "Merger");

WHEREAS, following the date hereof, Acquiror intends to file with the SEC a registration statement on Form S-4 in connection with the matters set forth in, and as more fully described in, the Merger Agreement (the "Registration Statement");

WHEREAS, as of the date hereof, the Shareholder is the record owner (and shareholder of the Company) or "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act")) (a "Beneficial Owner") of and, subject to the terms of the Shareholders' Agreement (as defined below), is entitled to dispose of and vote the Class A and/or Class B shares of the Company set forth on Exhibit A hereto, each with a nominal value of US$0.01 per share (the "Owned Shares");

WHEREAS, each of the parties hereto has determined that it is in its best interests to enter into this Agreement; and

WHEREAS, as a condition and inducement to the willingness of Acquiror to enter into the Merger Agreement and the Joint Merger Proposal, the Acquiror and the Shareholder are entering into this Agreement in the presence of the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Acquiror and the Shareholder hereby agree as follows:

1. Agreement to Vote. Prior to the Termination Date, the Shareholder, solely in its capacity as a shareholder of the Company, irrevocably and unconditionally agrees that, at any general meeting of the shareholders of the Company held after the effectiveness of the Registration Statement containing the proxy statement pertaining thereto (whether annual, ordinary or extraordinary and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) (any such meeting, a "Shareholders' Meeting"), in accordance with article 450-2 of the Luxembourg Law of 10 August 1915 on commercial companies, as amended, the Shareholder shall, and shall cause any other holder of record of any of the Shareholder's Owned Shares and any securities convertible into or exercisable or exchangeable for Class A shares, Class B shares or any other shares of the Company that the Shareholder becomes the beneficial owner or owner of record of after the date of this Agreement, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities (such shares together with the Owned Shares, the "Covered Shares") to:

(a) if and when such Shareholders' Meeting is held, appear or validly appoint a representative to attend and vote at such meeting or otherwise cause the Shareholder's Covered Shares to be counted as present thereat for the purpose of establishing a quorum, including by way of delivery in a timely manner of a duly executed correspondence voting form or proxy;

(b) vote, or cause to be voted at such Shareholders' Meeting (or validly execute and return and cause any consent or consents to be granted with respect to, including any correspondence voting form or proxy requested or required for such purpose), all of the Shareholder's Covered Shares owned as of the date of such meeting (or the date that any written consent is executed by the Shareholder) in favor of (i) the Merger and the adoption of the Merger Agreement and the Joint Merger Proposal, (ii) the approval of the amendment and restatement of Acquiror's certificate of incorporation substantially in the form of the Buyer Second A&R Charter attached as Exhibit H to the Merger Agreement and (iii) the approval of any other proposals reasonably necessary under applicable Law to effect the Merger (such voting proposals, the "Merger Approval Proposals"); and

(c) vote, or cause to be voted at such Shareholders' Meeting (or validly execute and return and cause any consent or consents to be granted with respect to, including any correspondence voting form or proxy requested or required for such purpose) all of the Shareholder's Covered Shares against any Alternative Proposal and any other action that would reasonably be expected to directly and materially impede, interfere with, delay, postpone or adversely affect the Merger (including, subject to Section 6(e), voting against any amendment to (i) that certain Shareholders' Agreement of the Company, dated as of August 27, 2020, by and among the Company and each stockholder of the Company party thereto (the "Shareholders' Agreement") and (ii) the Amended and Restated Articles of Incorporation of the Company, dated as of August 27, 2020 that, in each case, adversely affects or delays the Merger) or any of the other transactions contemplated by the Merger Agreement and the Joint Merger Proposal or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Merger Agreement or the Joint Merger Proposal or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Stockholder contained in this Agreement.

The obligations of the Shareholder specified in this Section 1 are unconditional so long as the Merger Agreement has not been terminated in accordance with its terms (i) whether or not the Merger, the Merger Agreement, the Joint Merger Proposal or any action described above is recommended by the Company's board of directors, (ii) regardless of the opinion contained in the Auditor Report and (iii) to the extent permitted by applicable Law, the Company shall disregard any vote of the Shareholder that is made in breach of the obligations set out in this Section 1.

2. No Inconsistent Agreements. The Shareholder hereby covenants and agrees that the Shareholder shall not, at any time prior to the Termination Date, (a) enter into any voting agreement or voting trust with respect to any of the Shareholder's Covered Shares that is inconsistent with the Shareholder's obligations pursuant to this Agreement, (b) grant a proxy or power of attorney with respect to any of the Shareholder's Covered Shares that is inconsistent with the Shareholder's obligations pursuant to this Agreement; provided, however, that the Shareholder may appoint a representative to attend and vote at any general meeting, or (c) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

3 . Termination. This Agreement shall terminate upon the earliest of (a) the Effective Time, (b) the termination of the Merger Agreement in accordance with its terms, (c) the time this Agreement is terminated upon the mutual written agreement of Acquiror and the Shareholder, and (d) the election of the Shareholder in its sole discretion to terminate this Agreement following any amendment, supplement, waiver or other modification of any term or provision of the Merger Agreement or the Joint Merger Proposal that reduces or changes the form of consideration payable pursuant to the Merger Agreement or the Joint Merger Proposal (the earliest such date under clause (a), (b), (c) and (d) being referred to herein as the "Termination Date"); provided, that the provisions set forth in Sections 12 to 24 shall survive the termination of this Agreement; provided further, that termination of this Agreement shall not relieve any party hereto from any liability for any willful breach of, or actual intentional fraud in connection with, this Agreement prior to such termination.

4. Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to Acquiror and the Company as to itself as follows:

(a) The Shareholder is the record owner (and shareholder of the Company) or a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Covered Shares, free and clear of Liens other than Liens (i) as created by this Agreement, (ii) to which the Covered Shares and Shareholder are subject pursuant to the articles of association the Company, and (iii) to which the Covered Shares and Shareholder are subject pursuant to the Shareholders' Agreement. As of the date hereof, other than the Owned Shares, the Shareholder does not own beneficially or of record any shares of the Company (or any securities convertible into shares of the Company) or any interest therein.

(b) The Shareholder (i) except as provided in this Agreement and the Shareholders' Agreement, has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Shareholder's Covered Shares, (ii) except for the Shareholders' Agreement, has not entered into any voting agreement or voting trust with respect to any of the Shareholder's Covered Shares that is inconsistent with the Shareholder's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of the Shareholder's Covered Shares that is inconsistent with the Shareholder's obligations pursuant to this Agreement and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would reasonably be expected to interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

(c) The Shareholder (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization, and (ii) has all requisite corporate or other power and authority and has taken all corporate or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Shareholder and constitutes a valid and binding agreement of the Shareholder enforceable against the Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act or any publication and filings to be made in connection with the Joint Merger Proposal, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Shareholder from, or to be given by the Shareholder to, or be made by the Shareholder with, any Governmental Authority in connection with the execution, delivery and performance by the Shareholder of this Agreement, or the consummation of the transactions contemplated hereby.

(e) The execution, delivery and performance of this Agreement by the Shareholder do not, and the consummation of the transactions contemplated hereby will not, constitute or result in (i) a breach or violation of, or a default under, the limited liability company agreement or similar governing or organizational documents of the Shareholder, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of the Shareholder pursuant to any Contract binding upon the Shareholder or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 4(d), under any applicable Law to which the Shareholder is subject or (iii) any change in the rights or obligations of any party under any Contract legally binding upon the Shareholder, except, in the case of clause (ii) or (iii) directly above, (x) for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Shareholder's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby and (y) for the Shareholder's obligations pursuant to the Shareholders' Agreement.

(f) As of the date of this Agreement, there is no action, proceeding or investigation pending against the Shareholder or, to the knowledge of the Shareholder, threatened against the Shareholder that questions the beneficial or record ownership of the Shareholder's Owned Shares, the validity of this Agreement or the performance by the Shareholder of its obligations under this Agreement.

(g) The Shareholder understands and acknowledges that Acquiror is entering into the Merger Agreement and the Joint Merger Proposal in reliance upon the Shareholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of the Shareholder contained herein.

(h) Except as disclosed on Schedule 3.16 of the Disclosure Schedules pursuant to the Merger Agreement, the Shareholder has not entered into any arrangement with any investment banker, broker, finder or other intermediary regarding any broker's, finder's, financial advisor's or other similar fee or commission for which Acquiror or the Company is or will be liable in connection with the transactions contemplated hereby.

(i) The Shareholder has the authority to cause each registered shareholder of the Company that is the record owner of the Covered Shares set forth on Exhibit A hereto to comply with all of the obligations under this Agreement.

(j) Each registered shareholder of the Company that is the record owner of the Company's shares with respect to which the Shareholder is a Beneficial Owner is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D, as presently in effect.

The Parties hereto acknowledge that all representations, warranties, covenants and other agreements made by any Shareholder that is a separately managed account of an investment manager identified on the signature block for such Shareholder (the "Manager") are being made only with respect to the assets managed by such Manager on behalf of such Shareholder, and shall not apply to (or be deemed to be made in relation to) any assets or interests that may be beneficially owned by such Shareholder that are not held through accounts managed by such Manager. Notwithstanding anything to the contrary in the foregoing sentence, the Parties hereto acknowledge and agree that all representations, warranties, covenants and other agreements made by any Shareholder in this Agreement are made with no exception with respect to, and shall apply in full to, all Covered Shares of such Shareholder.

5. Representations and Warranties of the Acquiror. The Acquiror hereby represents and warrants to the Shareholder as follows:

(a) The Acquiror (i) is a legal entity duly organized, validly existing and in good standing under the Laws of the state of Delaware, and (ii) has all requisite corporate power and authority and has taken all corporate action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Acquiror and constitutes a valid and binding agreement of the Acquiror enforceable against the Acquiror in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act and the consents and approvals described in Section 4.04 of the Merger Agreement, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Acquiror from, or to be given by the Acquiror to, or be made by the Acquiror with, any Governmental Authority in connection with the execution, delivery and performance by the Acquiror of this Agreement, the consummation of the transactions contemplated hereby.

(c) The execution, delivery and performance of this Agreement by the Acquiror do not, and the consummation of the transactions contemplated hereby will not, constitute or result in (i) a breach or violation of, or a default under, the Acquiror Organizational Documents, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of the Acquiror pursuant to any Contract binding upon the Shareholder or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 5(b), under any applicable Law to which the Acquiror is subject or (iii) any change in the rights or obligations of any party under any Contract legally binding upon the Acquiror, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Acquiror's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

6. Certain Covenants of the Shareholder. Except in accordance with the terms of this Agreement, the Shareholder hereby covenants and agrees as follows:

(a) No Solicitation. Subject to Section 6(b) hereof, prior to the Termination Date, the Shareholder shall not, and shall cause its Affiliates and subsidiaries acting on its behalf not to and shall use its reasonable best efforts to cause its and their respective Representatives acting on its or their respective behalf not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes any, or would reasonably be expected to result in or lead to, Alternative Proposal, (ii) engage in, continue or otherwise participate in any negotiations concerning, or provide access to its properties, books and records or any confidential information or data to, any Person relating to any proposal, offer, inquiry or request for information that constitutes any, or would reasonably be expected to result in or lead to, Alternative Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Alternative Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement, merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Alternative Proposal or (v) resolve or agree to do any of the foregoing. The Shareholder agrees that immediately following the execution of this Agreement it shall, and shall cause each of its Affiliates and subsidiaries and shall use its reasonable best efforts to cause its and their Representatives acting on its or their respective behalf to, cease any solicitations or negotiations with any Person (other than the Parties and their respective Representatives acting on its or their respective behalf) conducted heretofore in connection with an Alternative Proposal or any inquiry or request for information that would reasonably be expected to lead to, or result in, an Alternative Proposal. The Shareholder shall promptly notify (and in any event within three Business Days), in writing, Acquiror of the receipt by the Shareholder in such capacity of any written proposal or written offer that constitutes an Alternative Proposal. "Alternative Proposal" has the meaning ascribed to such term in the Merger Agreement, and means any offer or proposal involving any third party to, (A) issue, sell or otherwise transfer any interest in the Company or any of the Company Subsidiaries or all or any material portion of its or their assets, or (B) enter into any definitive agreement with respect to, or otherwise effect, any Other Sale (as defined in the Amended and Restated Articles of Incorporation of the Company, filed on August 27, 2020) other than with Buyer or any of its Affiliates, recapitalization, refinancing, merger or other similar transaction involving the Company or the Company Subsidiaries. For the avoidance of doubt, any Transfer or purported Transfer of Covered Shares that is permitted under the terms of Section 6(c) shall not constitute an Alternative Proposal for the purposes of this Section 6(a).

(b) Company Actions. Notwithstanding anything in this Agreement to the contrary, (i) the Shareholder shall not be responsible for the actions of the Company or its board of directors (or any committee thereof), any Subsidiary of the Company, or any officers, directors (in their capacity as such), employees, professional advisors and other stockholders of any of the foregoing (the "Company Related Parties"), including with respect to any of the matters contemplated by Section 6(a), (ii) the Shareholder makes no representations or warranties with respect to the actions of any of the Company Related Parties and (iii) any breach by the Company of its obligations under Section 5.16(a) of the Merger Agreement shall not be considered a breach of Section 6(a) (it being understood for the avoidance of doubt that the Shareholder shall remain responsible for any breach by it or its Representatives acting on its behalf (other than any such Representative that is a Company Related Party) of Section 6(a)).

(c) Transfers of Covered Shares. Prior to the Termination Date, the Shareholder hereby agrees not to, directly or indirectly, (i) sell, transfer, pledge, encumber, assign, hedge, swap, convert or otherwise dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise), either voluntarily or involuntarily (collectively, "Transfer"), or enter into any Contract or option with respect to the Transfer of any of the Shareholder's Covered Shares; provided, however, that nothing herein shall prohibit any Transfer if, as a precondition to such Transfer, (i) the transferee agrees in a writing, such writing to be substantially in the form of this Agreement or otherwise reasonably satisfactory in form and substance to Acquiror, to assume all of the obligations of the Shareholder under, and be bound by all of the terms of, this Agreement, (ii) for any Transfer occurring between the date hereof until the effectiveness of the Registration Statement, the transferee is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D, as presently in effect, (iii) for any Transfer occurring between the date hereof until the effectiveness of the Registration Statement, upon completion of the contemplated Transfer, the transferee will be, and, to the extent that the Shareholder continues to be a Beneficial Owner of the Company's shares, the Shareholder will be, a Beneficial Owner of 5% or more of the voting equity securities of the Company and (iv) the contemplated Transfer will not prevent the transferee, and, to the extent that the Shareholder continues to be a Beneficial Owner of the Company's shares, the Shareholder, from being able to issue, execute and deliver a Drag-Along Notice (as defined in the Shareholders' Agreement) or render such Drag-Along Notice ineffective in any way; provided, further, that any Transfer permitted under this Section 6(c) shall relieve the Shareholder of its obligations under this Agreement in respect of the Covered Shares so Transferred. Any transferee permitted under the preceding sentence shall hold the Covered Shares subject to all the provisions of this Agreement and shall execute a joinder to the Shareholders' Agreement upon the consummation of such Transfer. Any Transfer in violation of this Section 6(c) with respect to the Shareholder's Covered Shares shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*. Upon the consummation of any Transfer effected in compliance with this Section 6(c), the shares so transferred shall cease to be Covered Shares of the Shareholder (and, for the avoidance of doubt, shall at such time instead be "Covered Shares" of such transferee pursuant to the terms of the transferee's written agreement to assume all obligations of the Shareholder under, and be bound by all of the terms of, this Agreement).

(d) Record of this Agreement. The Shareholder hereby authorizes the Company to maintain a copy of this Agreement at the registered office of the Company.

(e) Other Actions. Prior to the Termination Date, the Shareholder shall, in each case in accordance with the Company's Organizational Documents and applicable Law, (i) approve the Merger, (ii) exercise all rights available to such Shareholder under Section 5(a) of the Shareholders' Agreement in respect of the Merger Approval Proposals and (iii) as promptly as practicable following the effectiveness of the Registration Statement under the Securities Act and in connection with the mailing of the Joint Proxy Statement/Prospectus to the holders of Company Shares, issue, execute and deliver a Drag-Along Notice to the Company in accordance with and pursuant to Section 5(a)(ii) of the Shareholders' Agreement and enforce (and take all actions that are reasonably necessary to enforce) its rights under Section 5 of the Shareholders' Agreement against all Drag-Along Shareholders (as defined in the Shareholders' Agreement) including using commercially reasonable efforts to cause such Drag-Along Shareholders to take all actions (including executing documents) in connection with the consummation of the Merger as the Company may reasonably request, including voting in favor of all of the Merger Approval Proposals. This Section 6(e) shall in no event require the Shareholder to deliver a Drag-Along Notice to the Company fewer than three (3) Business Days following the effectiveness of the Registration Statement.

7 . Further Assurances. From time to time, at Acquiror's request and without further consideration, the Shareholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested by the Company or Acquiror to effect the actions and consummate the transactions contemplated by this Agreement. The Shareholder further agrees not to commence or participate in, and to take all actions necessary reasonably within the Shareholder's control to opt out of any class in any class action with respect to, any action or claim, derivative or otherwise, against Acquiror, Acquiror's Affiliates, the Sponsor or the Company or any of their respective successors and assigns or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of fiduciary duty of any person in connection with the evaluation, negotiation or entry into this Agreement or the Merger Agreement (including such claims relating to the amount of the Per Share Merger Consideration, the Class A First Lien Exchange Ratio, the Class A Second Lien Exchange Ratio or the Class C Exchange Ratio).

8 . Disclosure. The Shareholder hereby authorizes the Company and Acquiror to publish and disclose in any announcement or disclosure required by the SEC the Shareholder's identity and ownership of the Covered Shares and the nature of the Shareholder's obligations under this Agreement; provided, that prior to any such publication or disclosure the Company and Acquiror have provided the Shareholder with a reasonable opportunity to review and comment upon such announcement or disclosure, which comments the Company and Acquiror will consider in good faith; provided further, that no such opportunity for review and comment referred to in the foregoing proviso shall be provided to Shareholder in connection with any announcement or disclosure generally describing that certain of the Company's shareholders have entered into agreements relating to the obligations set forth in this Agreement and/or generally describing the nature of the Shareholder's obligations under this Agreement without specifically identifying the Shareholder.

9. Changes in Share Capital. In the event of a stock split, stock dividend or distribution, or any change in the Company's share capital by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

10. Amendment and Modification. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the parties hereto in the same manner as this Agreement and which makes reference to this Agreement.

11. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

12. Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

if to the Shareholder, to it at:

[●]
[●]
[●]
Attn: [●]
E-mail: [●]

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

[●]
[●]
[●]
Attn: [●]
E-mail: [●]

if to Acquiror, to it at:

640 Fifth Avenue, 12th Floor
New York, NY 10019
Attn: [●]
E-mail: [●]

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Kenneth M. Schneider
Ross A. Fieldston
E-mail: kschneider@pauweiss.com
rfieldston@paulweiss.com

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Acquiror any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares of the Shareholder. All rights, ownership and economic benefits of and relating to the Covered Shares of the Shareholder shall remain vested in and belong to the Shareholder, and Acquiror shall have no authority to direct the Shareholder in the voting or disposition of any of the Shareholder's Covered Shares, except as otherwise provided herein.

14. Entire Agreement. This Agreement, the Shareholders' Agreement, the Merger Agreement and the Joint Merger Proposal constitute the entire agreement among the parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto relating to the transactions contemplated hereby. To the extent there is any discrepancy between the terms of the Shareholders' Agreement and this Agreement, this Agreement shall, to the fullest extent permitted by applicable Law, prevail. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties except as expressly set forth or referenced in this Agreement and the Merger Agreement.

15. No Third-Party Beneficiaries. The Shareholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror and the Company, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto.

16. Governing Law and Venue; Jurisdiction; Waiver of Jury Trial

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the Grand-Duchy of Luxembourg, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(b) Any Action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in the District Court of the City of Luxembourg (*Tribunal d'arrondissement de et à Luxembourg*), and each of the parties irrevocably submits to the exclusive jurisdiction of such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 16.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Assignment; Successors. Subject to Section 6(c), no party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 17 shall be null and void, *ab initio.*

18. Trust Account Waiver. Notwithstanding anything to the contrary set forth herein, the Shareholder acknowledges that it has read the Investment Management Trust Agreement, dated June 26, 2019, by and between the Acquiror and Continental Stock Transfer & Trust Company, and understands that the Acquiror has established the trust account described therein (the "Trust Account") for the benefit of the Acquiror's public stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. The Shareholder further acknowledges and agrees that the Acquiror's sole assets consist of the cash proceeds of the Acquiror's initial public offering and private placements of its securities, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public stockholders. Accordingly, the Shareholder (on behalf of itself and its affiliates) hereby waives any past, present or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and the Acquiror to collect from the Trust Account any monies that may be owed to them by the Acquiror or any of its affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever, including, without limitation, for any knowing and intentional material breach by any of the parties to this Support Agreement of any of its representations or warranties as set forth in this Support Agreement, or such party's material breach of any of its covenants or other agreements set forth in this Support Agreement, which material breach constitutes, or is a consequence of, a purposeful act or failure to act by such party with the knowledge that the taking of such act or failure to take such act would cause a material breach of this Support Agreement. For the avoidance of doubt, nothing herein shall or is intended to preclude any of the Shareholder's rights to receive the Per Share Merger Consideration as contemplated by and in accordance with the Merger Agreement at the Effective Time. This Section 18 shall survive the termination of this Support Agreement for any reason.

19. Enforcement. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. Each of the Acquiror and of the Shareholder waives its right (if any) to claim the benefit of the provisions of article 1142 of the Luxembourg Civil Code and acknowledges and agrees that the other party shall be entitled to the remedy of specific performance (*exécution en nature*) of its obligations under this Agreement. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, prior to the valid termination of this Agreement in accordance with Section 3, this being in addition to any other remedy to which they may otherwise be entitled to under this Agreement, and (b) the right to specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and/or to enforce specifically the terms and provisions of this Agreement in accordance with this Section 19 shall not be required to provide any bond or other security in connection with any such injunction.

2 0 . Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law.

2 1 . Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Interpretation and Construction. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

2 3 . Capacity as a Shareholder. Notwithstanding anything herein to the contrary, the Shareholder signs this Agreement solely in the Shareholder's capacity as a stockholder of the Company, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions of any affiliate, employee or designee of the Shareholder or any of its affiliates in his or her capacity, if applicable, as a lender, creditor, officer or director of the Company or any other Person.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

CHURCHILL CAPITAL CORP II

By:
Name:
Title:

[Signature Page to Support Agreement]

SHAREHOLDER

[●]

By:
Name:
Title:

[Signature Page to Support Agreement]

IN THE PRESENCE OF:

SOFTWARE LUXEMBOURG HOLDING S.A.

By:
Name:
Title:

[Signature Page to Support Agreement]

Exhibit A

EXHIBIT D

Sponsor Support Agreement

AGREED FORM

October 12, 2020

Churchill Capital Corp II
640 Fifth Avenue, 12th Floor
New York, New York 10019

Software Luxembourg Holding S.A.
48, Boulevard Grande-Duchesse Charlotte
L-1330 Luxembourg
Grand Duchy of Luxembourg

Re: Sponsor Agreement

Ladies and Gentlemen:

This letter (this "***Sponsor Agreement***") is being delivered to you in accordance with that Agreement and Plan of Merger, dated as of the date hereof, by and among Churchill Capital Corp II, a Delaware corporation (the "***Acquiror***"), 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 (the "***Company***"), and the other parties thereto (the "***Merger Agreement***") and the other transactions relating thereto (the "***Business Combination***") and hereby amends and restates in its entirety that certain letter, dated June 26, 2019, from Churchill Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), and the undersigned individuals, each of whom is a member of the Acquiror's board of directors and/or management team (each, an "***Insider***" and collectively, the "***Insiders***"), to the Acquiror (the "***Prior Letter Agreement***"). Certain capitalized terms used herein are defined in paragraph 5 hereof. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

The Sponsor is currently, and as of the Closing will be, the record owner of all of the outstanding Founder Shares and outstanding Private Placement Warrants, with the Sponsor's ownership as of the date hereof detailed on Schedule A hereto.

In order to induce the Company and Acquiror to enter into the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and each Insider hereby agrees with the Acquiror and, at all times prior to any valid termination of the Merger Agreement, the Company as follows:

1. The Sponsor and each Insider irrevocably agrees that it, he or she shall:

   a. vote any Common Stock and Founder Shares owned by it, him or her (all such common stock, the "***Covered Shares***") in favor of the Business Combination and each other proposal related to the Business Combination included on the agenda for the special meeting of stockholders relating to the Business Combination and any other special meeting of Acquiror's stockholders called for the purpose of soliciting stockholder approval in connection with the consummation of the Business Combination (each such meeting, a "***Stockholders Meeting***");

   b. when such Stockholders Meeting is held, appear at such meeting or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

c. vote (or execute and return an action by written consent), or cause to be voted at such Stockholders Meeting, or validly execute and return and cause such consent to be granted with respect to, all of such Covered Shares against any Business Combination Proposal and any other action that would reasonably be expected to materially impede, interfere with, delay, postpone or adversely affect the Business Combination or any of the other transactions contemplated by the Merger Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of Acquiror under the Merger Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Sponsor or the Insiders contained in this Sponsor Agreement; and

d. not redeem any Covered Shares owned by it, him or her in connection with such stockholder approval.

Prior to any valid termination of the Merger Agreement, the Sponsor and each Insider shall take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary under Acquiror's organizational documents and applicable Laws, or reasonably requested by Acquiror, to consummate the Business Combination and the other transactions contemplated by the Merger Agreement on the terms and subject to the conditions set forth therein.

The obligations of the Sponsor specified in this paragraph 1 shall apply whether or not the Business Combination or any action described above is recommended by the board of directors of the Acquiror and whether or not the board of directors of the Acquiror has effected a Buyer Change in Recommendation.

2. The Sponsor and each Insider hereby agrees and acknowledges that: (i) Acquiror and, prior to any valid termination of the Merger Agreement, the Company would be irreparably injured in the event of a breach by the Sponsor or any Insider of its, his or her obligations under this Sponsor Agreement; (ii) monetary damages may not be an adequate remedy for such breach; (iii) the non-breaching party shall be entitled to seek an injunction, specific performance, or other equitable relief, to prevent breaches of this Sponsor Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy that such party may have in law or in equity; and (iv) the right to seek specific enforcement is an integral part of the transactions contemplated by this Sponsor Agreement and without that right, Acquiror and the Company would not have entered into this Sponsor Agreement.

3. (a) The Sponsor and each Insider agree that it, he or she shall not:

(i) Transfer any Founder Shares (or shares of Common Stock issuable upon conversion thereof) until the earlier of (A) one year after the completion of the Business Combination or (B) subsequent to the Business Combination, (x) if the closing price of the 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 Business Combination or (y) the date on which the Acquiror completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Acquiror's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property (the "***Founder Shares Lock-up Period***"); or

(ii) Transfer any Private Placement Warrants (or shares of Common Stock issued or issuable upon the exercise of the Private Placement Warrants), until 30 days after the completion of the Business Combination (the "***Private Placement Warrants Lock-up Period***" and, together with the Founder Shares Lock-up Period, the "***Lock-up Periods***").

(b) Notwithstanding the provisions set forth in paragraphs 3(a)(i) and 3(a)(ii), Transfers of the Founder Shares, Private Placement Warrants and shares of Common Stock issued or issuable upon the exercise or conversion of the Private Placement Warrants or the Founder Shares and that are held by the Sponsor, any Insider or any of their permitted transferees (that have complied with this paragraph 3(b)), are permitted (A) to the Acquiror's officers or directors, any affiliates or family members of any of the Acquiror's officers or directors, any members of the Sponsor, or any affiliates of the Sponsor; (B) in the case of an individual, transfers by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, or to a charitable organization; (C) in the case of an individual, transfers by virtue of laws of descent and distribution upon death of the individual; (D) in the case of an individual, transfers pursuant to a qualified domestic relations order; (E) transfers by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the securities were originally purchased; provided, however, that in the case of clauses (A) through (E), these permitted transferees must enter into a written agreement agreeing to be bound by this Sponsor Agreement (x) prior to the consummation of the Business Combination, with the Acquiror and the Company and (y) from and after the consummation of the Business Combination, with the Acquiror.

(c) The Sponsor and each Insider acknowledge and agree as follows:

(i) Section 4.3(b)(i) of Acquiror's amended and restated certificate of incorporation (the "***Acquiror Charter***") provides that each share of Class B Common Stock shall automatically convert into one share of Class A Common Stock (the "***Initial Conversion Ratio***") at the time of the Business Combination, and (B) Section 4.3(b)(ii) of the Acquiror Charter provides that the Initial Conversion Ratio shall be adjusted (the "***Adjustment***") in the event that additional shares of Common Stock are issued in excess of the amounts offered in Acquiror's initial public offering of securities; and

(ii) as of and conditioned upon the Closing, the Sponsor and each Insider hereby irrevocably relinquishes and waives any and all rights the Sponsor and each Insider has or will have under Section 4.3(b)(ii) of the Acquiror Charter to receive shares of Common Stock in excess of the number issuable at the Initial Conversion Ratio upon conversion of the existing shares of Class B Common Stock held by him, her or it, as applicable, in connection with the Closing as a result of any Adjustment.

4. The Sponsor and each Insider has full right and power, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Sponsor Agreement.

5. As used herein, (i) "***Beneficially Own***" has the meaning ascribed to it in Section 13(d) of the Securities Exchange Act; (ii) "***Founder Shares***" shall mean the shares of Class B common stock, par value $0.0001 per share, and the shares of Common Stock issuable upon conversion of such shares in connection with the Closing; (iii) "***Private Placement Warrants***" shall mean the warrants to purchase up to 15,800,000 shares of Common Stock of the Acquiror that the Sponsor purchased in a private placement that shall occur simultaneously with the consummation of the Public Offering; (iv) "***Common Stock***" shall mean the Acquiror's Class A common stock, par value $0.0001 per share; and (v) "***Transfer***" shall mean the (a) 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, (b) 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 (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

6. This Sponsor Agreement and the other agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby, including, without limitation, with respect to the Sponsor, each Insider and the Prior Letter Agreement. This Sponsor Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by the Acquiror and the other parties charged with such change, amendment, modification or waiver, it being acknowledged and agreed that the Company's execution of such an instrument will not be required after any valid termination of the Merger Agreement.

7. No party hereto may, except as set forth herein, assign either this Sponsor Agreement or any of its rights, interests, or obligations hereunder, other than in conjunction with transfers permitted by paragraph 3, without the prior written consent of the other parties (except that, following any valid termination of the Merger Agreement, no consent from the Company shall be required). Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Sponsor Agreement shall be binding on the Sponsor, each Insider, the Acquiror and the Company and their respective successors, heirs, personal representatives and assigns and permitted transferees.

8. Nothing in this Sponsor Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Sponsor Agreement or of any covenant, condition, stipulation, promise or agreement hereof. All covenants, conditions, stipulations, promises and agreements contained in this Sponsor Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors, heirs, personal representatives and assigns and permitted transferees.

9. This Sponsor Agreement may be executed in any number of original, electronic or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

10. This Sponsor Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Sponsor Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Sponsor Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

11. This Sponsor Agreement, and all claims or causes of action based upon, arising out of, or related to this Sponsor Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. Any Action based upon, arising out of or related to this Sponsor Agreement or the transactions contemplated hereby may be brought in federal and state courts located in the Borough of Manhattan in the State of New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Sponsor Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this paragraph. The prevailing party in any such Action (as determined by a court of competent jurisdiction) shall be entitled to be reimbursed by the non-prevailing party for its reasonable expenses, including reasonable attorneys' fees, incurred with respect to such Action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SPONSOR AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Any notice, consent or request to be given in connection with any of the terms or provisions of this Sponsor Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 11.03 of the Merger Agreement to the applicable party at its principal place of business.

13. This Sponsor Agreement shall terminate on the earlier of (a) the liquidation of the Acquiror and (b) the expiration of the Lock-up Periods. In the event of a valid termination of the Merger Agreement, this Sponsor Agreement shall be of no force and effect and shall revert to the Prior Letter Agreement. No such termination or reversion shall relieve the Sponsor, each Insider, the Acquiror or the Company from any liability resulting from a breach of this Sponsor Agreement occurring prior to such termination or reversion.

14. The Sponsor and each Insider hereby represents and warrants (severally and not jointly as to itself, himself or herself only) to Acquiror and the Company as follows: (i) if such Person is not an individual, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and the execution, delivery and performance of this Sponsor Agreement and the consummation of the transactions contemplated hereby are within the Sponsor's limited liability company powers and have been duly authorized by all necessary limited liability company actions on the part of the Sponsor; (ii) if such Person is an individual, such Person has full legal capacity, right and authority to execute and deliver this Sponsor Agreement and to perform his or her obligations hereunder; (iii) this Sponsor Agreement has been duly executed and delivered by such Person and, assuming due authorization, execution and delivery by the other parties to this Sponsor Agreement, this Sponsor Agreement constitutes a legally valid and binding obligation of such Person, enforceable against such Person in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies); (iv) the execution and delivery of this Sponsor Agreement by such Person does not, and the performance by such Person of his, her or its obligations hereunder will not, (A) if such Person is not an individual, conflict with or result in a violation of the organizational documents of such Person, or (B) require any consent or approval that has not been given or other action that has not been taken by any third party (including under any Contract binding upon such Person or such Person's Founder Shares or Private Placement Warrants, as applicable), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Person of his, her or its obligations under this Sponsor Agreement; (v) there are no Actions pending against such Person or, to the knowledge of such Person, threatened against such Person, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Person of its, his or her obligations under this Sponsor Agreement; (vi) except for fees described on Schedule 4.08 of the Merger Agreement, no financial advisor, investment banker, broker, finder or other similar intermediary is entitled to any fee or commission from such Person, Acquiror, any of its Subsidiaries or any of their respective Affiliates in connection with the Merger Agreement or this Sponsor Agreement or any of the respective transactions contemplated thereby and hereby, in each case, based upon any arrangement or agreement made by or, to the knowledge of such Person, on behalf of such Person, for which Acquiror, the Company or any of their respective Affiliates would have any obligations or liabilities of any kind or nature; (vii) such Person has had the opportunity to read the Merger Agreement and this Sponsor Agreement and has had the opportunity to consult with its tax and legal advisors; (viii) such Person has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Person's obligations hereunder; (ix) such Person has good title to all such Founder Shares and Private Placement Warrants, and there exist no Liens or any other limitation or restriction (including, without limitation, any restriction on the right to vote, sell or otherwise dispose of such Founder Shares or Private Placement Warrants (other than transfer restrictions under the Securities Act)) affecting any such Founder Shares or Private Placement Warrants, other than pursuant to (A) this Sponsor Agreement, (B) the certificate of incorporation of the Acquiror, (C) the Merger Agreement, (D) the Registration Rights Agreement, dated as of June 26, 2019, by and among the Acquiror and certain security holders, or (E) any applicable securities laws; and (x) the Founder Shares and Private Placement Warrants identified on Schedule A are the only Founder Shares or Private Placement Warrants owned of record or Beneficially Owned by the Sponsor and the Insiders as of the date hereof, and none of such Founder Shares or Private Placement Warrants is subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Founder Shares or Private Placement Warrants, except as provided in this Sponsor Agreement.

15. If, and as often as, there are any changes in the Acquiror, the Founder Shares or the Private Placement Warrants by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Sponsor Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to Acquiror, Acquiror's successor or the surviving entity of such transaction, the Founder Shares and Private Placement Warrants, each as so changed.

16. Each of the parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto.

[signature page follows]

Sincerely,

CHURCHILL SPONSOR II LLC

By: _____
Name: Jay Taragin
Title: Chief Financial Officer

_____
Michael Klein

_____
Peter Seibold

_____
Mark Klein

_____
Malcolm S. McDermid

_____
Glenn August

_____
Karen G. Mills

_____
Jeremy Paul Abson

_____
Dena Brumpton

Acknowledged and Agreed:

CHURCHILL CAPITAL CORP II

By: _____
Name: Peter Seibold
Title: Chief Financial Officer

Acknowledged and Agreed:

SOFTWARE LUXEMBOURG HOLDING S.A.

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

Schedule A

Sponsor Ownership of Securities

Sponsor	Founder Shares	Private Placement Warrants
Churchill Sponsor II LLC	17,250,000	15,800,000
Total	**17,250,000**	**15,800,000**

Insider Ownership of Securities

Insider	Founder Shares	Private Placement Warrants
Michael Klein	0	0
Peter Seibold	0	0
Mark Klein	0	0
Malcom S. McDermid	0	0
Glenn August	0	0
Karen G. Mills	0	0
Jeremy Paul Abson	0	0
Dena Brumpton	0	0
Total	**0**	**0**

EXHIBIT E

Stockholders Agreement

AGREED FORM

STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT (as it may be amended, supplemented or restated from time to time in accordance with its terms, the "Stockholders Agreement"), dated as of October 12, 2020 (the "Effective Date"), is made by and among (i) Churchill Capital Corp II, a Delaware corporation ("PubCo"); (ii) Churchill Sponsor II LLC, a Delaware limited liability company; and (iii) the Person identified on the signature page hereto under the heading "Founder Holder" (the "Founder Holder"); Each of PubCo, the Sponsor and the Founder Holder may be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, PubCo has entered into that certain Agreement and Plan of Merger, dated as of the Effective Date (as it may be amended, supplemented or restated from time to time in accordance with the terms of such agreement, the "Merger Agreement"), by and among PubCo and Software Luxembourg Holding S.A., in connection with the initial business combination (the "Business Combination") set forth in the Merger Agreement;

WHEREAS, following the closing of the Merger, Churchill Sponsor II LLC will Beneficially Own (as defined herein) Company Stock (as defined herein); and

WHEREAS, on the Effective Date, the Parties desire to set forth their agreement with respect to governance and certain other matters, in each case in accordance with the terms and conditions of this Stockholders Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Stockholders Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Stockholders Agreement, the following terms shall have the following meanings:

"Action" means any action, suit, charge, litigation, arbitration, or other proceeding at law or in equity (whether civil, criminal or administrative) by or before any Governmental Entity.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no Party shall be deemed an Affiliate of PubCo or any of its subsidiaries for purposes of this Stockholders Agreement.

"Beneficially Own" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of PubCo.

"Business Combination" has the meaning set forth in the Recitals.

"Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the State of New York.

"Bylaws" means the bylaws of PubCo, as in effect on the Closing Date, as the same may be amended from time to time.

"Certificate of Incorporation" means the certificate of incorporation of PubCo, as in effect on the Closing Date, as the same may be amended from time to time.

"Closing" has the meaning given to such term in the Merger Agreement.

"Closing Date" has the meaning given to such term in the Merger Agreement.

"Common Stock" means shares of the Class A common stock, par value $0.0001 per share, of PubCo.

"Effective Date" has the meaning set forth in the Preamble.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, as the same shall be in effect from time to time.

"Founder Holder" has the meaning set forth in the Preamble.

"Governmental Entity" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

"Laws" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations, and rulings of a Governmental Entity, including common law. All references to "Laws" shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

"Merger Agreement" has the meaning set forth in the Recitals.

"Necessary Action" means, with respect to any Party and a specified result, all actions (to the extent such actions are not prohibited by applicable Law and within such Party's control, and in the case of any action that requires a vote or other action on the part of the Board to the extent such action is consistent with fiduciary duties that PubCo's directors may have in such capacity) necessary to cause such result, including (a) calling special meetings of stockholders, (b) voting or providing a written consent or proxy, if applicable in each case, with respect to shares of Common Stock, (c) causing the adoption of stockholders' resolutions and amendments to the Organizational Documents, (d) executing agreements and instruments, (e) making, or causing to be made, with Governmental Entities, all filings, registrations or similar actions that are required to achieve such result and (f) nominating or appointing certain Persons (including to fill vacancies) to the Board in connection with the annual or special meeting of stockholders of PubCo.

"Organizational Documents" means the Certificate of Incorporation and the Bylaws.

"Party" has the meaning set forth in the Preamble.

"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 Common Stock held or Beneficially Owned by such Person, including shares of Common Stock to which such Person has been granted a valid proxy, as of such date and the denominator of which is the aggregate number of shares of Common Stock issued and outstanding as of such date.

"Person" means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

"PubCo" has the meaning set forth in the Preamble.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person acting on behalf of such Person.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, as the same shall be in effect from time to time.

"Sponsor" means Churchill Sponsor II LLC, or, upon its dissolution, the Founder Holder.

"Sponsor Director" has the meaning set forth in Section 2.1(a).

"Sponsor Indemnitees" has the meaning set forth in Section 3.10(a).

"Stockholders Agreement" has the meaning set forth in the Preamble.

"subsidiaries" of any Person include such Person's direct and indirect subsidiaries.

"Trading Day" means a day on which the New York Stock Exchange or such other principal United States securities exchange on which the Common Stock is listed, quoted or admitted to trading and is open for the transaction of business (unless such trading shall have been suspended for the entire day).

Section 1.2 Interpretive Provisions. For all purposes of this Stockholders Agreement, except as otherwise provided in this Stockholders Agreement or unless the context otherwise requires:

(a) the meanings of defined terms are applicable to the singular as well as the plural forms of such terms.

(b) the words "hereof", "herein", "hereunder" and words of similar import, when used in this Stockholders Agreement, refer to this Stockholders Agreement as a whole and not to any particular provision of this Stockholders Agreement.

(c) references in this Stockholders Agreement to any Law shall be deemed also to refer to such Law, and all rules and regulations promulgated thereunder.

(d) whenever the words "include", "includes" or "including" are used in this Stockholders Agreement, they shall mean "without limitation."

(e) the captions and headings of this Stockholders Agreement are for convenience of reference only and shall not affect the interpretation of this Stockholders Agreement.

(f) pronouns of any gender or neuter shall include, as appropriate, the other pronoun forms.

ARTICLE II
GOVERNANCE

Section 2.1 Board of Directors.

(a) Composition of the Board. PubCo agrees to take all Necessary Action to cause the Board to (x) initially be comprised of seven (7) directors identified by PubCo in accordance with the terms of the Merger Agreement (the "Initial Directors") and (y) from and after the first annual meeting of PubCo following the Closing, be comprised of a total of nine (9) directors. At and following the Closing, PubCo agrees to take all Necessary Action to cause the Board to be divided into three classes of directors, with each class serving for staggered three-year terms. The initial term of the Class I directors shall expire immediately following PubCo's 2021 annual meeting of stockholders at which directors are elected. The initial term of the Class II directors shall expire immediately following PubCo's 2022 annual meeting of stockholders at which directors are elected. The initial term of the Class III directors shall expire immediately following PubCo's 2023 annual meeting at which directors are elected.

(b) Sponsor Representation. PubCo shall take all Necessary Action so as to cause to be nominated for election to the Board at each annual or special meeting at which the stockholders will vote on the election of directors ("Board Election Meeting"), two (2) individuals designated by the Sponsor; provided, that in the event that the Sponsor's Percentage Interest is less than (i) five percent (5%), Sponsor shall only have the right to designate one (1) individual for election to the Board and (ii) one percent (1%), Sponsor shall not have the right to designate any individual for election to the Board (each such Person nominated by the Sponsor, a "Sponsor Director"). Notwithstanding the foregoing, the number of individuals that the Sponsor shall have the right to cause PubCo to nominate at each Board Election Meeting will be reduced by the number of Sponsor Directors then serving on the Board and whose terms in office are not expiring at such Board Election Meeting.

(c) Vacancies. If a vacancy on the Board is caused by the death, retirement, resignation or removal of any Sponsor Director and the Sponsor would be entitled to cause PubCo to nominate a Sponsor Director in respect of such vacancy as of such time pursuant to Section 2.1(b), then PubCo shall take all Necessary Action to cause the Board to fill such vacancy as promptly as practicable (and in any event prior to the next meeting or action of the Board or applicable committee) with an individual designated by the Sponsor. Notwithstanding anything to the contrary contained in this Section 2.1(c), the Sponsor shall not have the right to designate a replacement director, and PubCo shall not be required to take any action to cause any vacancy to be filled by any such designee, to the extent that appointment of such designee to the Board would result in a number of directors designated by the Sponsor in excess of the number of directors that the Sponsor is then entitled to cause PubCo to nominate for membership on the Board pursuant to Section 2.1(b). Any such designated replacement who becomes a member of the Board shall be deemed to be a Sponsor Director for all purposes under this Agreement.

(d) Committees. In accordance with PubCo's Organizational Documents, (i) the Board shall establish and maintain committees of the Board for (x) Audit, (y) Compensation and (z) Nominating and Corporate Governance, and (ii) the Board may from time to time by resolution establish and maintain other committees of the Board. Subject to applicable Laws and stock exchange regulations, and subject to requisite independence requirements applicable to such committee, for so long as the Sponsor's Percentage Interest is greater than five percent (5%), PubCo shall take, and the Sponsor agrees with PubCo to take, all Necessary Action to have at least one (1) Sponsor Director appointed to serve on each committee of the Board.

(e) Compensation and Benefits. For so long as any Sponsor Director serves as a director of PubCo, (i) PubCo shall provide such Sponsor Director with the same expense reimbursement, benefits, indemnity, exculpation and other arrangements provided to the other directors of PubCo, including, but not limited to: (A) coverage under directors' and officers' insurance policies maintained by PubCo or any of its subsidiaries and (B) any reimbursement of reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof, including travel, lodging and meal expenses and (ii) PubCo shall not amend, alter or repeal any right to indemnification, advancement of expenses or exculpation provided in the Organizational Documents, indemnification agreement or otherwise that covers or benefits any Sponsor Director (except to the extent such amendment or alteration permits PubCo to provide broader indemnification, advancement of expenses or exculpation rights than permitted prior thereto).

Section 2.2 PubCo Cooperation. PubCo shall (and shall cause its subsidiaries to) cooperate in facilitating the nomination and designation rights described in Section 2.1(a), including (i) taking all Necessary Action to nominate each Sponsor Director as part of the slate that is included in any proxy statement (or similar document) of PubCo in respect of any Board Election Meeting (other than, if applicable, when no Sponsor Director is allocated to the class of directors to be elected at such meeting), (ii) providing the highest level of support for the election of each such Sponsor Director as PubCo provides to any other individual standing for election as a director as part of PubCo's slate of nominees, (iii) not nominating for any election a number of director candidates (inclusive of Sponsor Directors standing for election) that exceeds the number of directorships to be elected in such election.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Assignment; Successors and Assigns; No Third Party Beneficiaries.

(a) Except as otherwise permitted pursuant to this Stockholders Agreement, no Party may assign such Party's rights and obligations under this Stockholders Agreement, in whole or in part, without the prior written consent of the other Parties. Any such assignee may not again assign those rights, other than in accordance with this Article III. Any attempted assignment of rights or obligations in violation of thisArticle III shall be null and void.

(b) All of the terms and provisions of this Stockholders Agreement shall be binding upon the Parties and their respective successors, assigns, heirs and Representatives, but shall inure to the benefit of and be enforceable by the successors, assigns, heirs and Representatives of any Party only to the extent that they are permitted successors, assigns, heirs and Representatives pursuant to the terms of this Stockholders Agreement.

(c) Nothing in this Stockholders Agreement, express or implied, is intended to confer upon any Party, other than the Parties and their respective permitted successors, assigns, heirs and Representatives, any rights or remedies under this Stockholders Agreement or otherwise create any third party beneficiary hereto, except that the Sponsor Directors shall be third party beneficiaries of Section 2.1(e), the Covered Persons shall be third party beneficiaries ofSection 3.9, the Sponsor Indemnities and Indemnitee-Related Entities shall be third party beneficiaries of Section 3.10 and the Related Persons shall be third party beneficiaries of the Section 3.11, in each case entitle to enforce this Stockholders Agreement insofar as such Sections relate to such Persons.

Section 3.2 Termination. This Agreement shall not be effective until the Closing. Following the Closing, this Agreement shall terminate at such time as the Sponsor is no longer entitled to any rights pursuant to Article II of this Agreement except for the provisions set forth inSection 2.1(e), this Section 3.2 and Section 3.10. Notwithstanding anything herein to the contrary, in the event the Merger Agreement terminates in accordance with its terms prior to the Closing, this Stockholders Agreement shall automatically terminate and be of no further force or effect, without any further action required by the Parties.

Section 3.3 Severability. If any provision of this Stockholders Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Stockholders Agreement, to the extent permitted by Law shall remain in full force and effect.

Section 3.4 Entire Agreement; Amendments; No Waiver.

(a) This Stockholders Agreement, together with the Exhibit to this Stockholders Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions, whether oral or written, relating to such subject matter in any way and there are no warranties, representations or other agreements among the Parties in connection with such subject matter except as set forth in this Stockholders Agreement and therein.

(b) The terms and provisions of this Agreement may be modified or amended only with the written approval of the PubCo and the Sponsor.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Stockholders Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 3.5 Counterparts; Electronic Delivery. This Stockholders Agreement and any other agreements, certificates, instruments and documents delivered pursuant to this Stockholders Agreement may be executed and delivered in one or more counterparts and by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No Party shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a contract and each Party forever waives any such defense. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Stockholders Agreement or any document to be signed in connection with this Stockholders Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 3.6 Notices. All notices, demands and other communications to be given or delivered under this Stockholders Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment) or received by email (with confirmation of transmission) prior to 5:00 p.m. eastern time on a Business Day and, if otherwise, on the next Business Day, (b) one (1) Business Day following sending by reputable overnight express courier (charges prepaid) or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing pursuant to the provisions of this Section 3.6, notices, demands and other communications shall be sent to the addresses indicated below

if to PubCo, prior to the Closing, to:

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

if to PubCo, following the Closing, to:

Skillsoft Corporation
300 Innovative Way, Suite 201
Nashua, New Hampshire 03602
Attention: Greg Porto
E-mail: Greg.Porto@skillsoft.com

if to the Sponsor, to:

640 Fifth Avenue, 12th Floor
New York, NY 10019
Attention: Michael S. Klein
Email: michael.klein@mkleinandcompany.com

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Kenneth M. Schneider and Ross A. Fieldston
E-mail: kschneider@paulweiss.com and rfieldston@paulweiss.com

Section 3.7 Governing Law; Waiver of Jury Trial; Jurisdiction. The Law of the State of Delaware shall govern (a) all Actions, claims or matters related to or arising from this Stockholders Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Stockholders Agreement, and the performance of the obligations imposed by this Stockholders Agreement, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS STOCKHOLDERS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS STOCKHOLDERS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS STOCKHOLDERS AGREEMENT AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES UNDER THIS STOCKHOLDERS AGREEMENT. THE PARTIES FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH SUCH PARTY'S LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES SUCH PARTY'S JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. Each of the Parties submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, only if such court lacks jurisdiction, the United States District Court for the District of Delaware (as applicable, the "Delaware Court") and the courts of appeal therefrom in any Action arising out of or relating to this Stockholders Agreement, agrees that all claims in respect of the Action shall be heard and determined only in the Delaware Court agrees not to bring any Action arising out of or relating to this Stockholders Agreement in any other courts. Each Party irrevocably consents to the service of process in any such Action by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party, at its address for notices as provided in Section 3.6 of this Stockholders Agreement, such service to become effective ten (10) days after such mailing, or in any other manner permitted by applicable Law. Each Party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any Action commenced hereunder or under any other documents contemplated hereby that such service of process was in any way invalid or ineffective. To the fullest extent permitted by applicable Law, each of the Parties hereby irrevocably waives any objection it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Stockholders Agreement in the Delaware Court and hereby further irrevocably waives and agrees not to plead or claim that the Delaware Court is not a convenient forum for any such Action. Each Party agrees that a final judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity, in any jurisdiction.

Section 3.8 Specific Performance. Each Party hereby agrees and acknowledges that money damages and remedies at law would not be a sufficient remedy if the Parties fail to comply with any of the obligations imposed on them by this Stockholders Agreement and that, in the event of any such failure, an aggrieved Party will be irreparably damaged and will not have an adequate remedy at Law. Any such Party shall, therefore, be entitled (in addition to any other remedy to which such Party may be entitled at Law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond, and if any Action should be brought in equity to enforce any of the provisions of this Stockholders Agreement, none of the Parties shall raise the defense that there is an adequate remedy at Law.

Section 3.9 Other Business Opportunities.

(a) The Parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) each of the Sponsor and the Founder Holders (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the Sponsor Directors (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 PubCo or any of its subsidiaries or deemed to be competing with PubCo 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 PubCo 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 PubCo 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 PubCo or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to PubCo or any of its subsidiaries and, notwithstanding any provision of this Stockholders Agreement to the contrary, shall not be liable to PubCo 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 PubCo 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 PubCo 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.

(b) PubCo hereby, to the fullest extent permitted by applicable law:

(i) confirms that none of the Sponsor or the Founder Holder or any of their respective Affiliates have any duty to PubCo or any of its subsidiaries other than the specific covenants and agreements set forth in this Stockholders Agreement;

(ii) acknowledges and agrees that (A) in the event of any conflict of interest between PubCo or any of its subsidiaries, on the one hand, and any of the Sponsor or the Founder Holder or any of their respective Affiliates, on the other hand, the Sponsor, the Founder Holder or applicable Affiliates may act in its best interest and (B) none of the Sponsor, the Founder Holder or any of their respective Affiliates or any Sponsor Director acting in his or her capacity as a director shall be obligated (1) to reveal to PubCo or any of its subsidiaries confidential information belonging to or relating to the business of the Sponsor, the Founder Holder or any of their respective Affiliates or (2) to take any action in its capacity as a direct or indirect stockholder of PubCo, as the case may be, that prefers the interest of PubCo or its subsidiaries over the interest of such Person in such capacity; and

(iii) waives any claim or cause of action against the Sponsor, the Founder Holder and any of their respective 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 3.9(b)(i) or Section 3.9(b)(ii).

(c) Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 3.9 shall not apply to any alleged claim or cause of action against any of the Sponsor or the Founder Holder based upon the breach or nonperformance by such Person of this Stockholders Agreement or any other agreement to which such Person is a party.

Section 3.10 [Reserved.]

Section 3.11 No Third Party Liabilities. This Stockholders Agreement may only be enforced against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to any of this Stockholders Agreement, or the negotiation, execution or performance of this Stockholders Agreement (including any representation or warranty made in or in connection with this Stockholders Agreement or as an inducement to enter into this Stockholders Agreement), may be made only against the Persons that are expressly identified as parties hereto, as applicable; and no past, present or future direct or indirect director, officer, employee, incorporator, member, partner, stockholder, Affiliate, portfolio company in which any such Party or any of its investment fund Affiliates have made a debt or equity investment (and vice versa), agent, attorney or Representative of any Party hereto (including any Person negotiating or executing this Stockholders Agreement on behalf of a Party hereto) (collectively, "Related Parties"), unless a Party to this Stockholders Agreement, shall have any liability or obligation with respect to this Stockholders Agreement or with respect any claim or cause of action (whether in contract or tort) that may arise out of or relate to this Stockholders Agreement, or the negotiation, execution or performance of this Stockholders Agreement (including a representation or warranty made in or in connection with this Stockholders Agreement or as an inducement to enter into this Stockholders Agreement).

Section 3.12 Adjustments. If there are any changes in the Common Stock as a result of stock split, stock dividend, combination or reclassification, or through merger, consolidation, recapitalization or other similar event, appropriate adjustment by the Parties shall be made in the provisions of this Stockholders Agreement, as may be required, so that the rights, privileges, duties and obligations under this Stockholders Agreement shall continue with respect to Common Stock as so changed.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each of the Parties has duly executed this Stockholders Agreement as of the Effective Date.

PUBCO:

CHURCHILL CAPITAL CORP II

By: _____
Name: Peter Seibold
Title: Chief Financial Officer

SPONSOR:

CHURCHILL SPONSOR II, LLC

By: _____
Name: Jay Taragin
Title: Chief Financial Officer

[Signature Page to Stockholders Agreement]

FOUNDER HOLDERS:

Michael Klein

[Signature Page to Stockholders Agreement]

EXHIBIT F

Registration Rights Agreement

AGREED FORM

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: _____
Name: Peter Seibold
Title: Chief Financial Officer

SOFTWARE LUXEMBOURG HOLDING S.A.

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

[Signature Page to Registration Rights Agreement]

HOLDERS:

CHURCHILL SPONSOR II LLC

By: _____

Name: Jay Taragin
Title: Chief Financial Officer

EXHIBIT G

Form of Prosus Subscription Agreement

EXHIBIT H

Buyer A&R Charter Amendment

AGREED FORM

CERTIFICATE OF AMENDMENT
TO
THE AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
CHURCHILL CAPITAL CORP II

Churchill Capital Corp II (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as from time to time amended (the "DGCL"), DOES HEREBY CERTIFY AS FOLLOWS:

1. This Certificate of Amendment (the "Certificate of Amendment") amends the provisions of the Corporation's Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on June 26, 2019 (the "Certificate of Incorporation").

2. Section 4.1 of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"Section 4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of $0.0001 per share, which the Corporation is authorized to issue is [●] shares, consisting of (a) [●] shares of common stock, including (i) [●] shares of Class A common stock (the "Class A Common Stock"), (ii) 20,000,000 shares of Class B common stock (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock") and (iii) 3,840,000 shares of Class C common stock (the "Class C Common Stock"), and (b) 1,000,000 shares of preferred stock (the 'Preferred Stock")."

3. Section 4.3(a)(i) of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"(i) Except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation and Section 9.9), the holders of shares of Common Stock shall exclusively possess all voting power with respect to the Corporation. For the avoidance of doubt, except as otherwise required by applicable law, holders of Class C Common Stock shall not be entitled to any voting power in respect of such shares."

4. Section 4.3(d) of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"(d) Liquidation, Dissolution or Winding Up of the Corporation. Subject to applicable law, the rights, if any, of the holders of any outstanding series of the Preferred Stock and the provisions of Article IX hereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Class A Common Stock (on an as converted basis with respect to the Class B Common Stock) held by them. The holders of shares of Class C Common Stock shall not be entitled to any distributions pursuant to this Section 4.3(d) and shall only be entitled to receive for each share of Class C Common Stock so held the Per Share Repurchase Amount pursuant to the Merger Agreement at and subject to the occurrence of the Class C Repurchase Effective Time (each such term as defined herein).

5. Section 4.3 of the Certificate of Incorporation is hereby amended by adding a new subparagraph (e) to the end thereof as follows:

"(e) Repurchase of Class C Common Stock. Immediately following the Effective Time as defined in and pursuant to that certain Agreement and Plan of Merger, dated as of [●], 2020 (the "Merger Agreement"), by and between Software Luxembourg Holding S.A. and the Corporation (the 'Class C Repurchase Effective Time"), the Corporation shall automatically and without the need for any further action by the Corporation or any holder of shares of Class C Common Stock, repurchase each share of Class C Common Stock then-outstanding for an aggregate redemption price per share of Class C Common Stock equal to (1) a cash purchase price equal to the quotient of (x) $505,000,000 divided by (y) the number of shares of Class C Common Stock then-outstanding (such amount, the "Per Share Cash Repurchase Amount") *plus* (2) indebtedness to be issued or caused to be issued by the Corporation or one of its subsidiaries under the Existing Second Out Credit Agreement, as amended by the Existing Second Out Credit Agreement Amendment (in each case, as defined in the Merger Agreement), equal to the quotient of (x) $20,000,000 divided by (y) the number of shares of Class C Common Stok then-outstanding (such amount, the "Per Share Debt Repurchase Amount" and, together with the Per Share Cash Repurchase Amount, the "Per Share Repurchase Amount"), in each case, pursuant to and subject to the terms of the Merger Agreement (the "Class C Repurchase"). With respect to each share of Class C Common Stock, upon payment by or on behalf of the Corporation of the Per Share Repurchase Amount, such share of Class C Common Stock shall cease to be outstanding as of the Class C Repurchase Effective Time, any and all rights of holders of shares of Class C Common Stock shall be extinguished and such shares of Class C Common Stock shall not be reissued, sold or transferred. After the Class C Repurchase Effective Time, the Corporation shall take all necessary action to cause the shares of Class C Common Stock so repurchased to be retired and thereupon to file a certificate of retirement in accordance with Section 243 of the DGCL."

6. The foregoing amendments were duly adopted in accordance with the provisions of Section 242 of the DGCL and shall become effective as of [●], Eastern time, on the date this Certificate of Amendment is filed with the Secretary of State of the State of Delaware.

7. All other provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized officer has executed this Certificate of Amendment as of this day of [●], 2020.

CHURCHILL CAPITAL CORP II

By: _____
Name:
Title:

EXHIBIT I

Buyer Second A&R Charter

AGREED FORM

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

[•]

*** * * * ***

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AGREED FORM

The present name of the corporation is [•] (the "Corporation"). The Corporation was incorporated under the name "HORNBLOWER ACQUISITION CORP" by the filing of the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware on April 11, 2019 ("Original Certificate"). An Amended and Restated Certificate of Incorporation, which amended the Original Certificate in its entirety, was filed with the Secretary of State of the State of Delaware on June 26, 2019, as amended by that certain Amendment No. 1 to the Amended and Restated Certificate of Incorporation, dated [__] (as so amended, the "Amended Certificate").

This Second Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), which restates and integrates and also further amends the provisions of the Corporation's Amended Certificate, as amended and restated, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

The Amended Certificate is being amended and restated in connection with the transactions contemplated by that certain Agreement and Plan of Merger, dated as of [____], 2020, by and between the Corporation and Software Luxembourg Holding S.A. (as amended, modified, supplemented or waived from time to time, the "Merger Agreement"). As part of the transactions contemplated by the Merger Agreement (the "Merger") and pursuant to the Amended Certificate, at the effective time of the Merger (i) all 17,250,000 shares of the Class B common stock of the Corporation were converted into shares of Class A common stock of the Corporation and (ii), immediately following the Effective Time pursuant to the Class C Repurchase (as defined below), all 3,840,000 shares of the Class C common stock of the Corporation will be repurchased by the Corporation, and, in each case, subsequently cease to be outstanding, such that, as of the effectiveness of this Certificate of Incorporation and the consummation of the Class C Repurchase, only Class A common stock remains outstanding. All Class A common stock issued and outstanding prior to the effectiveness of this Certificate of Incorporation and all Class A common stock issued as part of, or in connection with, the transactions contemplated by the Merger Agreement shall be Common Stock for all purposes of this Certificate of Incorporation.

The Certificate of Incorporation of the Corporation, as amended and restated, is hereby amended, integrated and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the Corporation is [•].

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 850 New Burton Road, Suite 201 in the City of Dover, County of Kent, 19904. The name of the registered agent of the Corporation in the State of Delaware at such address is Cogency Global Inc.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV
CAPITAL STOCK

The total number of shares of all classes of stock that the Corporation shall have authority to issue is [_____], which shall be divided into three classes as follows:

(i) [_____] shares of Class A common stock, par value $0.0001 per share ("Common Stock");

(ii) 3,840,000 shares of the Class C common stock, par value $0.0001 per share ("Class C Common Stock"); and

(iii) 10,000,000 shares of preferred stock, par value $0.0001 per share ("Preferred Stock").

A. Capital Stock.

1. The board of directors of the Corporation (the "Board of Directors") is hereby expressly authorized, by resolution or resolutions, at any time and from time to time, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix, without further stockholder approval, the number of shares constituting such series and the designation of such series, the powers (including voting powers), preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, of such series of Preferred Stock. The powers (including voting powers), preferences and relative, participating, optional and other special rights of, and the qualifications, limitations or restrictions thereof, of each series of Preferred Stock, if any, may differ from those of any and all other series at any time outstanding.

2. Each holder of record of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. Except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

3. Except as otherwise required by law, holders of Class C Common Stock shall not be entitled to any voting power in respect of such shares.

4. Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled to only such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any certificate of designation relating to such series of Preferred Stock).

5. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock with respect to the payment of dividends, dividends may be declared and paid ratably on the Common Stock out of the assets of the Corporation that are legally available for this purpose at such times and in such amounts as the Board of Directors in its discretion shall determine.

6. Upon the dissolution, liquidation or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock with respect to the distribution of assets of the Corporation upon such dissolution, liquidation or winding up of the Corporation, the holders of Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. The holders of shares of Class C Common Stock shall not be entitled to any distributions pursuant to this Section IV(A)(6) and shall only be entitled to receive for each share of Class C Common Stock so held the Per Share Repurchase Amount pursuant to the Merger Agreement at and subject to the occurrence of the Class C Repurchase Effective Time.

7. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

B. Repurchase of Class C Common Stock. Immediately following the Effective Time as defined in and pursuant to the Merger Agreement (the "Class C Repurchase Effective Time"), the Corporation shall automatically and without the need for any further action by the Corporation or any holder of shares of Class C Common Stock, repurchase each share of Class C Common Stock then-outstanding for an aggregate redemption price per share of Class C Common Stock equal to (1) a cash purchase price equal to the quotient of (x) $505,000,000 divided by (y) the number of shares of Class C Common Stock then-outstanding (such amount, the "Per Share Repurchase Cash Amount") plus (2) indebtedness to be issued or caused to be issued by the Corporation or one of its subsidiaries under the Existing Second Out Credit Agreement, as amended by the Existing Second Out Credit Agreement Amendment (in each case, as defined in the Merger Agreement), equal to the quotient of (x) $20,000,000 divided by (y) the number of shares of Class C Common Stock then-outstanding (such amount, the "Per Share Repurchase Debt Amount" and, together with the Per Share Repurchase Cash Amount, the "Per Share Repurchase Amount"), in each case, pursuant to and subject to the terms of the Merger Agreement (the "Class C Repurchase"). With respect to each share of Class C Common Stock, upon payment by or on behalf of the Corporation of the Per Share Repurchase Amount, such share of Class C Common Stock shall cease to be outstanding as of the Class C Repurchase Effective Time, any and all rights of holders of shares of Class C Common Stock shall be extinguished and such shares of Class C Common Stock shall not be reissued, sold or transferred. After the Class C Repurchase Effective Time, the Corporation shall take all necessary action to cause the shares of Class C Common Stock so repurchased to be retired and thereupon to file a certificate of retirement in accordance with Section 243 of the DGCL.

ARTICLE V
AMENDMENT OF THE CERTIFICATE OF INCORPORATION AND BYLAWS

A. The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock), in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL, and, except as set forth in Article VII and Article XI, all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article V. Notwithstanding anything to the contrary contained in this Certificate of Incorporation, any other vote that may be required from time to time by applicable law, applicable stock exchange rule or the terms of any series of Preferred Stock and, with respect to Article IX only, in addition to any vote required by that certain Subscription Agreement, dated as of October [●], 2020, by and among the Corporation and the [PIPE Holder] (the "Subscription Agreement"), no provision of Article VI, Article VII, Article IX, Article X, Article XI and this Article V may be altered, amended or repealed in any respect, nor may any provision or bylaw inconsistent therewith be adopted, unless, in addition to any other vote required by this Certificate of Incorporation or otherwise required by law, such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least fifty percent (50%) in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

B. The Board of Directors is expressly authorized to make, alter, amend, change, add to, rescind or repeal, in whole or in part, the bylaws of the Corporation (as in effect from time to time, the "Bylaws") without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation, that certain Stockholders Agreement of the Corporation, dated as of October [●], 2020, by and among the Corporation, Churchill Sponsor II LLC (the "Sponsor"), the Founder Holder (as defined therein) and any other parties thereto from time to time (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Stockholders Agreement"), or the Subscription Agreement. The affirmative vote of the holders of at least fifty percent (50%) in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to amend, alter, rescind, change, add or repeal, in whole or in part, any provision of the Bylaws or to adopt any provision inconsistent therewith; *provided, however*, that no Bylaw hereafter adopted by the stockholders shall invalidate any prior act of the Board of Directors that was valid at the time of such act prior to the adoption of such Bylaw.

ARTICLE VI
BOARD OF DIRECTORS

A. Except as otherwise provided in this Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Except as otherwise provided for or fixed pursuant to the Stockholders Agreement, the Subscription Agreement or any certificate of designation with respect to any series of Preferred Stock, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors; provided that any determination by the Board of Directors to increase or decrease the total number of directors shall require the approval of fifty percent (50%) of the directors present at a meeting at which a quorum is present. The directors (other than those directors elected by the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, as the case may be) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring immediately following the Corporation's annual meeting of stockholders for the calendar year ended December 31, 2021, Class II directors shall initially serve for a term expiring immediately following the Corporation's annual meeting of stockholders for the calendar year ended December 31, 2022 and Class III directors shall initially serve for a term expiring immediately following the Corporation's annual meeting of stockholders for the calendar year ended December 31, 2023. Commencing with the annual meeting of stockholders for the calendar year ended December 31, 2021, the directors of the class to be elected at each annual meeting shall be elected for a three year term. If the number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the number of directors remove or shorten the term of any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her earlier death, resignation, retirement, disqualification or removal from office. The Board of Directors is authorized to assign members of the Board of Directors already in office to their respective class.

B. Without limiting the rights of any party to the Stockholders Agreement or the rights of any party to the Subscription Agreement, any newly-created directorship on the Board of Directors that results from an increase in the number of directors and any vacancy occurring in the Board of Directors (whether by death, resignation, retirement, disqualification, removal or other cause) may be filled solely and exclusively by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

C. Without limiting the rights of any party to the Stockholders Agreement or the rights of any party to the Subscription Agreement, any or all of the directors (other than the directors elected by the holders of any series of Preferred Stock of the Corporation, voting separately as a series or together with one or more other such series, as the case may be) may be removed at any time for cause by the affirmative vote of a majority in voting power of all outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

D. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

E. During any period when the holders of any series of Preferred Stock have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to the provisions of such series of Preferred Stock, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, retirement, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

ARTICLE VII
LIMITATION OF DIRECTOR LIABILITY

A. To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty owed to the Corporation or its stockholders.

B. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation, nor, to the fullest extent permitted by the DGCL, any modification of law shall eliminate, reduce or otherwise adversely affect any right or protection of a current or former director of the Corporation existing at the time of such amendment, repeal, adoption or modification.

ARTICLE VIII
ANNUAL AND SPECIAL MEETINGS OF STOCKHOLDERS

A. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only by or at the direction of the Board of Directors or the Chairman of the Board of Directors, either on his or her own initiative or at the request of stockholders that beneficially own at least twenty-five percent (25%) in voting power of all the then-outstanding shares of stock of the Corporation.

B. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, on such date, and at such time as shall be fixed exclusively by resolution of the Board of Directors or a duly authorized committee thereof.

ARTICLE IX
COMPETITION AND CORPORATE OPPORTUNITIES

A. In recognition and anticipation that (i) certain directors, principals, officers, employees and/or other representatives of the Sponsor, the Founder Holder, [PIPE Holder] and each of their respective Affiliates (as defined below) may serve as directors, officers or agents of the Corporation, (ii) the Sponsor, the Founder Holder, [PIPE Holder] and each of their respective Affiliates, including (I) any portfolio company in which they or any of their respective investment fund Affiliates have made a debt or equity investment (and vice versa) or (II) any of their respective limited partners, non-managing members or other similar direct or indirect investors may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (iii) members of the Board of Directors who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates, including (I) any portfolio company in which they or any of their respective investment fund Affiliates have made a debt or equity investment (and vice versa) or (II) any of their respective limited partners, non-managing members or other similar direct or indirect investors may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article IX are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve the Sponsor, the Founder Holder, [PIPE Holder], any Non-Employee Directors or each of their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

B. None of (i) the Sponsor, (ii) the Founder Holder, (iii) [PIPE Holder] or (iv) any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Corporation in both his or her director and officer capacities) (the Persons (as defined below) identified in (i), (ii), (iii) and (iv) above, and in each case, its, his or her Affiliates, being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in and possessing interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business in which the Corporation or any of its subsidiaries now engages or proposes to engage or (2) competing with the Corporation 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, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted from time to time by the laws of the State of Delaware, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section (C) of this Article IX. Subject to said Section (C) of this Article IX, in the event that any Identified Person acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for itself, herself or himself, or any of its or his or her Affiliates, and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty (fiduciary, contractual or otherwise) to communicate or present such transaction or matter to the Corporation or any of its subsidiaries or stockholders, as the case may be and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any subsidiary of the Corporation for breach of any duty (fiduciary, contractual or otherwise) as a stockholder, director or officer of the Corporation by reason of the fact that such Identified Person, directly or indirectly, pursues or acquires such opportunity for itself, herself or himself, directs such opportunity to another Person or does not present such opportunity to the Corporation or any of its subsidiaries or stockholders (or its Affiliates).

C. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of this Corporation) if such opportunity is expressly offered to such person solely and exclusively in his or her capacity as a director or officer of the Corporation and such opportunity is one the Corporation is legally and contractually permitted to undertake, and the provisions of Section (B) of this Article IX shall not apply to any such corporate opportunity. This Section (C) of this Article IX shall not affect the Corporation's renunciation of such corporate opportunity in this Article IX or otherwise with respect to any other Identified Person.

D. In addition to and notwithstanding the foregoing provisions of this Article IX, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (i) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) is one in which the Corporation has no interest or reasonable expectancy.

E. For purposes of this Article IX, (i) "Affiliate" shall mean (a) in respect of the Sponsor, [PIPE Holder] or the Founder Holder, any Person that, directly or indirectly, is controlled by the Sponsor, [PIPE Holder] or the Founder Holder, as applicable, controls the Sponsor, [PIPE Holder] or the Founder Holder, as applicable, or is under common control with the Sponsor, [PIPE Holder] or the Founder Holder, as applicable, and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that is controlled by the Corporation), (b) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (c) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (ii) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

F. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

ARTICLE X
DGCL SECTION 203 AND BUSINESS COMBINATIONS

A. The Corporation will not be subject to Section 203 of the DGCL.

B. Notwithstanding Section X(A), the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's common stock is registered under Section 12(b) or 12(g) of the Exchange Act (as defined below), with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

1. prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder,

2. upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (i) persons who are directors and also officers of the Corporation or (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer or

3. at or subsequent to such time, the business combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty six and two-thirds percent (66 2/3%) of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

C. For purposes of this Article X, references to:

1. "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

2. "associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a twenty percent (20%) beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

3. "business combination," when used in reference to the Corporation and any interested stockholder, means:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder, or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Article X is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent (10%) or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; *provided, however*, that in no case under items (c)-(e) of this subsection (iii) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(v) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees or pledges (other than those expressly permitted in subsections (i)-(iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

4. "control," including the terms "controlling," "controlled by" and "under common control with," 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 the ownership of voting stock, by contract, or otherwise. A person who is the owner of twenty percent (20%) or more of the outstanding voting stock of the Corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article X, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

5. "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation at any time within the three (3) year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder, and the affiliates and associates of such person; *provided, however*, that the term "interested stockholder" shall not include (a) the Principal Stockholder or any "group" (within the meaning of Rule 13d-5 of the Exchange Act) that includes any Principal Stockholder or (b) any person whose ownership of shares in excess of the fifteen percent (15%) limitation set forth herein is the result of any action taken solely by the Corporation; provided that such person specified in this clause (b) shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

6. "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(i) beneficially owns such stock, directly or indirectly; or

(ii) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; *provided, however*, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; *provided, however*, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten or more persons; or

(iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

7. "person" means any individual, corporation, partnership, unincorporated association or other entity.

8. "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

9. "Principal Stockholder" means, collectively, (i) Churchill Capital Sponsor II LLC, (ii) M. Klein and Company, (iii) Michael S. Klein, and (iv) any affiliate or successor of a person referenced in clauses (i) through (iii) of this definition.

10. "voting stock" means stock of any class or series entitled to vote generally in the election of directors.

ARTICLE XI
INDEMNIFICATION

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") (whether or not such proceeding is initiated by or in the right of the Corporation), by reason of the fact that he or she is or was, or has agreed to become, a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving, or has agreed to serve, at the request of the Corporation as a director, officer, employee, agent or trustee of, or in a similar capacity with, another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is an alleged action or omission in an official capacity as a director, officer, employee, agent or trustee or in any other capacity (other than a personal capacity) while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by or on behalf of such indemnitee in connection with such proceeding and appeal therefrom (hereinafter an "indemnification"); *provided, however,* that, except as provided in Section XI(C) with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors. Any reference to an officer of the Corporation in this Article XI shall be deemed to refer exclusively to the Chief Executive Officer, Vice Chairman, President, Chief Financial Officer, General Counsel and Secretary of the Corporation appointed pursuant to the Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer, other officer of the Corporation appointed by the Board of Directors pursuant to the Bylaws or other person designated by the title of "Vice President" of the Corporation, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

B. Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section XI(A), an indemnitee shall also have the right to be paid by the Corporation the expenses incurred by the indemnitee in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article XI (which shall be governed by Section XI(C)) (hereinafter an "advancement of expenses"); *provided, however,* that, if the DGCL requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Section XI(A) and Section XI(B). As used in this Article XI, "expenses" shall include all attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a proceeding, or responding to, or objecting to, a request to provide discovery in any proceeding. Expenses also shall include expenses incurred in connection with any appeal resulting from any proceeding and any federal, state, local or foreign taxes imposed on the indemnitee as a result of the actual or deemed receipt of any payments under this Certificate of Incorporation, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by indemnitee or the amount of judgments or fines against indemnitee.

C. Right of Indemnitee to Bring Suit. If a claim under Section XI(A) or Section XI(B) is not paid in full by the Corporation within (i) 60 days after a written claim for indemnification has been received by the Corporation or (ii) 20 days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim for indemnification or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Corporation.

D. Indemnification Not Exclusive.

1. The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article XI, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article XI, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law (common or statutory) or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law (common or statutory), agreement, vote of stockholders or disinterested directors or otherwise, both as to action or omission in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action or omission in any other capacity.

2. Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director or officer of the Corporation at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article XI, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any right of subrogation or contribution by the indemnitee-related entities and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section XI(D)(2), entitled to enforce this Section XI(D)(2).

For purposes of this Section (D)(2) of Article XI, the following terms shall have the following meanings:

(i) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

(ii) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the indemnitee-related entities and the Corporation pursuant to Delaware law, any agreement or certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

E. Nature of Rights. The rights conferred upon indemnitees in this Article XI shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article XI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

F. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, limited liability company, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss, incurred by it or him or her in any such capacity, or arising out of his or her status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

G. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

H. Partial Indemnification. If an indemnitee is entitled under any provision of this Article XI to indemnification by the Corporation for some or a portion of the expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by or on behalf of such indemnitee in connection with any proceeding and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify indemnitee for the portion of such expenses, liabilities and losses to which indemnitee is entitled.

I. Savings Clause. If this Article XI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each indemnitee as to any expenses, liabilities and losses in connection with any proceeding, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article XI that shall not have been invalidated and to the fullest extent permitted by applicable law.

J. Amendment. No amendment, termination or repeal of this Article XI or of the relevant provisions of the DGCL or any other applicable laws shall affect or diminish in any way the rights of any indemnitee to indemnification under the provisions hereof with respect to any proceeding arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

ARTICLE XII
MISCELLANEOUS

A. Forum.

1. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation or any of their Affiliates to the Corporation or the Corporation's stockholders; (iii) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation or any of their Affiliates arising pursuant to any provision of the DGCL or the Corporation's Certificate of Incorporation or Bylaws (as either may be amended, restated, modified, supplemented or waived from time to time); (iv) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation or any of their Affiliates governed by the internal affairs doctrine; or (v) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL, shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). For the avoidance of doubt, this Section XII(A)(1) shall not apply to any action or proceeding asserting a claim under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act.

2. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

B. Consent to Jurisdiction. If any action the subject matter of which is within the scope of Section XII(A) above is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section XII(A) above (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

C. Severability. If any provision or provisions in the Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision or provisions in any other circumstance and of the remaining provisions in the Certificate of Incorporation and the application of such provision or provisions to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

D. Any person (as defined in Article X) purchasing or otherwise acquiring any security of the Corporation shall be deemed to have notice of and consented to this Article XII.

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IN WITNESS WHEREOF, [•] has caused this Second Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this [•] day of [•], 2020.

[•]

By: _____
Name:
Title:

EXHIBIT J

Buyer A&R Bylaws

AGREED FORM

AMENDED AND RESTATED
BYLAWS
OF

[●]

(Effective [●], 2020)

*** * * ***

ARTICLE I

Offices

Section 1.01 Registered Office. The registered office and registered agent of [●] (the "Corporation") shall be as set forth in the Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the board of directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

Section 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication, including by webcast as described in Section 2.10 of these Amended and Restated Bylaws (these "Bylaws"), in accordance with the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.02 Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Corporation's second amended and restated certificate of incorporation as then in effect (as the same may be amended from time to time, the "Certificate of Incorporation") and may be held either within or without the State of Delaware. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors.

Section 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in that certain Stockholders Agreement of the Corporation, dated as of October [●], 2020, by and among the Corporation, Churchill Sponsor II LLC (the "Sponsor"), the Founder Holder (as defined therein) and any other parties thereto from time to time (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Stockholders Agreement"), (b) as provided in that certain Subscription Agreement, dated as of October [●], 2020, by and among the Corporation and [PIPE Holder] (the "Subscription Agreement"), (c) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04, (d) by or at the direction of the Board of Directors or any authorized committee thereof or (e) by any stockholder of the Corporation who (i) was a stockholder of record at the time the notice provided for in this Section 2.03 was given, on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the meeting, (ii) is entitled to vote at the meeting and (iii) subject to Section 2.03(C)(4) and Section 2.03(C)(5), complies with the notice procedures set forth in these Bylaws as to such business or nomination. Section 2.03(A)(1)(e) shall be the exclusive means for a stockholder to make nominations (other than pursuant to Section 2.03(A)(1)(a)) and Section 2.03(A)(1)(b) or submit other business before an annual meeting of stockholders (other than pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

(2) For nominations of persons for election to the Board of Directors and the proposal of other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.03(A)(1)(e), the stockholder must have given timely notice thereof in writing and otherwise in proper form in accordance with this Section 2.03(A)(2) to the Secretary of the Corporation (the "Secretary"), and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action under applicable law. To be timely, a stockholder's notice shall be delivered to the Secretary not earlier than the Close of Business (as defined herein) on the 120th calendar day prior to the first anniversary of the preceding year's annual meeting nor later than the Close of Business on the 90th calendar day prior to the first anniversary of the date of the preceding year's annual meeting (which first anniversary date shall, for purposes of the Corporation's first annual meeting of stockholders held after the shares of the Corporation's common stock are first publicly traded (the "First Annual Meeting"), be deemed to be [●], 2021); *provided,* that in the event that the date of the annual meeting is more than 30 calendar days before or more than 70 calendar days after the anniversary date of the preceding year's annual meeting, or if no annual meeting was held in the preceding year (other than in connection with the First Annual Meeting), notice by the stockholder to be timely must be so delivered not earlier than the Close of Business on the 120th calendar day prior to the date of such annual meeting and not later than the Close of Business on the later of the 90th calendar day prior to the date of such annual meeting or the tenth calendar day following the calendar day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 calendar days prior to the first anniversary of the preceding year's annual meeting of stockholders, then a stockholder's notice required by this Section 2.03 shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary of the Corporation not later than the Close of Business on the tenth calendar day following the day on which such public announcement is first made by the Corporation.

(3) To be in proper form, a stockholder's notice delivered to the Secretary pursuant to this Section 2.03 must:

(a) set forth, as to each person whom the Noticing Stockholder (as defined herein) proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person (present and for the past five years), (iii) the Ownership Information (as defined herein) for such person and any member of the immediate family of such person, or any Affiliate or Associate (as such terms are defined herein) of such person, or any person acting in concert therewith, (iv) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (v) a complete and accurate description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings (whether written or oral) during the past three years, and any other material relationships, between or among the Holders and/or any Stockholder Associated Person (as such terms are defined herein), on the one hand, and each proposed nominee and any member of the immediate family of such proposed nominee, and his or her respective Affiliates and Associates, or others acting in concert therewith, on the other hand, including, without limitation all biographical and related party transaction and other information that would be required to be disclosed pursuant to the federal and state securities laws, including Rule 404 promulgated under Regulation S-K (the "Regulation S-K") under the Securities Act of 1933 (the "Securities Act") (or any successor provision), if any Holder and/or any Stockholder Associated Person were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant;

(b) if the notice relates to any business other than nominations of persons for election to the Board of Directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, (ii) the text, if any, of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), (iii) the reasons for conducting such business at the meeting and any material interest of each Holder and any Stockholder Associated Person in such business, and (iv) a description of all agreements, arrangements and understandings between each Holder and any Stockholder Associated Person and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

(c) set forth, as to the stockholder giving the notice (the "Noticing Stockholder") and the beneficial owner, if any, on whose behalf the nomination or proposal is made (collectively with the Noticing Stockholder, the "Holders" and each, a "Holder"): (i) the name and address as they appear on the Corporation's books and records of each Holder and the name and address of any Stockholder Associated Person, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by each Holder and any Stockholder Associated Person (*provided*, *however*, that for purposes of this Section 2.03(A)(3), any such person shall in all events be deemed to beneficially own any shares of the Corporation as to which such person has a right to acquire beneficial ownership of at any time in the future), (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived, in whole or in part, from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by each Holder and any Stockholder Associated Person and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (C) any proxy, contract, arrangement, understanding or relationship pursuant to which each Holder and any Stockholder Associated Person has a right to vote or has granted a right to vote any shares of any security of the Corporation, (D) any Short Interest held by each Holder and any Stockholder Associated Person presently or within the last 12 months in any security of the Corporation (for purposes of this Section 2.03 a person shall be deemed to have a "Short Interest" in a security if such person, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E) any agreement, arrangement or understanding (including any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) between and among each Holder, any Stockholder Associated Person, on the one hand, and any person acting in concert with any such person, on the other hand, with the intent or effect of which may be to transfer to or from any such person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation or to increase or decrease the voting power of any such person with respect to any security of the Corporation, (F) any direct or indirect legal, economic or financial interest (including Short Interest) of each Holder and any Stockholder Associated Person in the outcome of any vote to be taken at any annual or special meeting of stockholders of the Corporation or any other entity with respect to any matter that is substantially related, directly or indirectly, to any nomination or business proposed by any Holder under this Section 2.03, (G) any rights to dividends on the shares of the Corporation owned beneficially by each Holder and any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (H) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which any Holder and any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns any interest in a general partner or is the manager or managing member or, directly or indirectly, beneficially owns any interest in the manager or managing member of a limited liability company or similar entity, and (I) any performance-related fees (other than an asset-based fee) that each Holder and any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice (Sub-clauses (A) through (I) above of this Section 2.03(A)(3)(c)(ii) shall be referred, collectively, as the "Ownership Information"), (iii) a representation by the Noticing Stockholder that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting, will continue to be a stockholder of record of the Corporation entitled to vote at such meeting through the date of such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation as to whether any Holder and/or any Stockholder Associated Person intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination, (v) a certification that each Holder and any Stockholder Associated Person has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares or other securities of the Corporation and such person's acts or omissions as a stockholder of the Corporation, (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (vii) a representation as to the accuracy of the information set forth in the notice and (viii) with respect to each person nominated for election to the Board of Directors, include a completed and signed questionnaire, representation and agreement and any and all other information required by Section 2.03(D).

(4) A Noticing Stockholder shall further update and supplement its notice of any nomination or other business proposed to be brought before a meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.03(A) shall be true and correct (a) as of the record date for the meeting and (b) as of the date that is 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof. Such update and supplement shall be delivered to the Secretary not later than three Business Days (as defined herein) after the later of the record date or the date notice of the record date is first publicly announced (in the case of the update and supplement required to be made as of the record date for the meeting) and not later than seven Business Days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to the meeting), or any adjournment, recess, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of ten Business Days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof).

(5) The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any Holder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Corporation, including such other information as may be reasonably required by the Board of Directors, in its sole discretion, to determine (a) the eligibility of such proposed nominee to serve as a director of the Corporation, (b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (c) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting under Section 2.02. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General.

(1) Except as provided in Section 2.03(C)(4) and Section 2.03(C)(5), only such persons who are nominated in accordance with the procedures set forth in this Section 2.03, or the Stockholders Agreement or the Subscription Agreement, shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals; and (vi) restricting the use of cell phones, audio or video recording devices and similar devices at the meeting. The chairman of the meeting's rulings on procedural matters shall be final. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by law, if the Noticing Stockholder (or a qualified representative thereof) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the Noticing Stockholder, a person must be a duly authorized officer, manager or partner of such Noticing Stockholder or must be authorized by a writing executed by such Noticing Stockholder or an electronic transmission delivered by such Noticing Stockholder to act for such Noticing Stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, the meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) For purposes of these Bylaws,

(a) "Affiliate" shall mean, with respect to any specified person, any person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person, through one or more intermediaries or otherwise. The term "control" means the ownership of a majority of the voting securities of the applicable person or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the applicable person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto; *provided*, that, in no event shall the Corporation or any of its subsidiaries be considered an Affiliate of any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation nor shall any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation be considered to be an Affiliate of the Corporation or its subsidiaries.

(b) "Associate(s)" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act and the rules and regulations promulgated thereunder.

(c) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close.

(d) "Close of Business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day.

(e) "delivery" of any notice or materials by a stockholder as required to be "delivered" under this Section 2.03 shall be made by both (i) hand delivery, overnight courier service, or by certified or registered mail, return receipt required, in each case, to the Secretary at the principal executive offices of the Corporation, and (ii) electronic mail to the Secretary at [●] or such other email address for the Secretary as may be specified in the Corporation's proxy statement for the annual meeting of stockholders immediately preceding such delivery of notice or materials.

(f) "person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

(g) "public announcement" shall mean any method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public or the furnishing or filing of any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(h) "Stockholder Associated Person" shall mean as to any Holder (i) any person acting in concert with such Holder, (ii) any person controlling, controlled by or under common control with such Holder or any of their respective Affiliates and Associates, or person acting in concert therewith and (iii) any member of the immediate family of such Holder or an affiliate or associate of such Holder.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however,* that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.03(A) and Section 2.03(B). Nothing in these Bylaws shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or any other applicable federal or state securities law with respect to that stockholder's request to include proposals in the Corporation's proxy statement, or (b) the holders of any class or series of stock having a preference over the Common Stock (as defined in the Certificate of Incorporation) as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Stockholders Agreement remains in effect with respect to the Sponsor, the Sponsor's board designation rights shall not be subject to the notice procedures set forth in Section 2.03(A)(2), Section 2.03(A)(3), Section 2.03(A)(4), Section 2.03(A)(5), Section 2.03(B) or Section 2.03(D) with respect to any annual or special meeting of stockholders in respect of any matters that are contemplated by the Stockholders Agreement.

(5) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Subscription Agreement remains in effect with respect to [PIPE Holder], [PIPE Holder]'s board designation rights shall not be subject to the notice procedures set forth in Section 2.03(A)(2), Section 2.03(A)(3), Section 2.03(A)(4), Section 2.03(A)(5), Section 2.03(B) or Section 2.03(D) with respect to any annual or special meeting of stockholders in respect of any matters that are contemplated by the Subscription Agreement.

(D) Submission of Questionnaire; Representation and Agreement. To be eligible to be a nominee for election or re-election as a director of the Corporation pursuant to Section 2.03(A)(1)(e), a proposed nominee must deliver in writing (in accordance with the time periods prescribed for delivery of notice under this Section 2.03) to the Secretary (1) a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request), (2) an irrevocable, contingent resignation to the Board of Directors, in a form acceptable to the Board of Directors, and (3) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation and (d) in such person's individual capacity and on behalf of any Holder on whose behalf the nomination is being made, intends to serve a full term if elected as a director of the Corporation.

Section 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary of the Corporation to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 2.05 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.06 Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares of stock present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 2.07 Chairman of Meetings. The Chairman of the Board of Directors (the "Chairman of the Board"), if one is elected, or, in his or her absence or disability or refusal to act, the Chief Executive Officer of the Corporation (the "Chief Executive Officer"), or in the absence, disability or refusal to act of the Chairman of the Board and the Chief Executive Officer, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

Section 2.08 Secretary of Meetings. The Secretary shall act as secretary at all meetings of the stockholders. In the absence, disability or refusal to act of the Secretary, the chairman of the meeting shall appoint a person to act as secretary at such meetings.

Section 2.09 Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereon, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

Section 2.10 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(A) participate in a meeting of stockholders and

(B) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that

(1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(2) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings and

(3) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.11 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented and the number of votes entitled to be cast, in each case at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (v) certify their determination of the number of shares of capital stock of the Corporation represented and the number of votes entitled to be cast, in each case at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

Board of Directors

Section 3.01 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not, by the DGCL or the Certificate of Incorporation, directed or required to be exercised or done by the stockholders.

Section 3.02 Number and Term; Chairman. Subject to the Certificate of Incorporation, the Stockholders Agreement and the Subscription Agreement, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors; *provided* that any determination by the Board of Directors to increase or decrease the total number of directors shall require the approval of fifty percent (50%) of the directors present at a meeting at which a quorum is present. The term of each director shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders. The Board of Directors shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board is not present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of their members to preside over such meeting.

Section 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board, the Chief Executive Officer, the President of the Corporation (the "President") or the Secretary. The resignation shall take effect at the time or the happening of any event specified therein, and if no time or event is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.04 Removal. Directors of the Corporation may be removed in the manner provided in the Certificate of Incorporation and applicable law.

Section 3.05 Vacancies and Newly Created Directorships. Except as otherwise provided by law and subject to the Stockholders Agreement and the Subscription Agreement, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

Section 3.06 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chief Executive Officer, the President or the Chairman of the Board, and shall be called by the Chief Executive Officer, the President or the Secretary if directed by the Board of Directors and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board of Directors. At least 24 hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.07 Quorum, Voting and Adjournment. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

Section 3.08 Committees; Committee Rules. The Board of Directors may designate one or more committees, including but not limited to an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation and to include representatives, in the amount specified in the Stockholders Agreement, appointed by the Sponsor in accordance with the terms and subject to the conditions of the Stockholders Agreement (subject to applicable laws and stock exchange regulations, and unless waived by the Sponsor in its sole discretion). The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. The writing or writings or electronic transmission or transmissions shall be filed in the minutes of proceedings of the Board of Directors in accordance with applicable law.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

Section 4.01 Number. The officers of the Corporation shall include a Chief Executive Officer, a President and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect one or more Vice Chairmen and Vice Presidents, including one or more Executive Vice Presidents or Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

Section 4.02 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.03 Chief Executive Officer. The Chief Executive Officer shall have general executive charge, management, and control of the business and affairs of the Corporation in the ordinary course of its business, with all such powers as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. If the Board of Directors has not elected a Chairman of the Board or in the absence, inability or refusal to act of such elected person to act as the Chairman of the Board, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board, but only if the Chief Executive Officer is a director of the Corporation. He or she shall have power to sign all contracts and other instruments of the Corporation and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation.

Section 4.04 Vice Chairman. The Vice Chairman of the Corporation shall perform all duties as customarily pertain to that office, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The Vice Chairman of the Corporation shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers, employees and agents of the Corporation.

Section 4.05 President. The President shall have general responsibility for the management and control of the operations of the Corporation and shall perform all duties, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The President shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers (other than the Chief Executive Officer), employees and agents of the Corporation.

Section 4.06 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer, the President or the Board of Directors.

Section 4.07 Treasurer. The Treasurer, if any is elected, shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer, the President and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer, the President or the Board of Directors.

Section 4.08 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President or the Board of Directors.

Section 4.09 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer, the President or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer, the President or the Board of Directors.

Section 4.10 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.11 Contracts and Other Documents. The Chief Executive Officer, the President and the Secretary, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.12 Ownership of Stock of Another Corporation. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.13 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.14 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03 of these Bylaws.

Section 4.15 Vacancies. The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

Section 5.01 Shares With Certificates.

The shares of stock of the Corporation shall be uncertificated and shall not be represented by certificates, except to the extent as may be required by applicable law or as otherwise authorized by the Board of Directors.

If shares of stock of the Corporation shall be certificated, such certificates shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation (it being understood that each of the Chief Executive Officer, the Vice Chairman, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation. With respect to all uncertificated shares, the name of the holder of record of such uncertificated shares represented, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

Section 5.02 Shares Without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided that the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with any procedures adopted by the Corporation or its agent and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Corporation shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

Section 5.05 List of Stockholders Entitled To Vote. The Corporation shall prepare, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided, however,* if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten days prior to the meeting (a) on a reasonably accessible electronic network; *provided* that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

Section 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

Section 6.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Other forms of notice shall be deemed given as provided in the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Miscellaneous

Section 7.01 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 7.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 7.03 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

Section 7.04 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 7.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Section 7.06 [Intentionally Omitted].

Section 7.07 Severability. If any provision or provisions in these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision or provisions in any other circumstance and of the remaining provisions in these Bylaws and the application of such provision or provisions to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any security of the Corporation shall be deemed to have notice of and consented to this Section 7.07.

ARTICLE VIII

Amendments

Section 8.01 Amendments. The Board of Directors is authorized to make, repeal, alter, amend and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation, the Stockholders Agreement or the Subscription Agreement. Notwithstanding any other provisions of these Bylaws or any provision of law which might otherwise permit a lesser vote of the stockholders, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock (as defined in the Certificate of Incorporation)), these Bylaws or applicable law, the affirmative vote of the holders of at least fifty percent (50%) in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any provision of these Bylaws (including, without limitation, this Section 8.01) or to adopt any provision inconsistent herewith.

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EXHIBIT K

Form of Letter of Transmittal

AGREED FORM

Software Luxembourg Holding S.A.

LETTER OF TRANSMITTAL

Cancellation of Company Shares in consideration for issuance of Buyer Class A Common Stock and Buyer Class C Common Stock

IMPORTANT - PLEASE READ THE FOLLOWING LETTER AND THE INSTRUCTIONS CAREFULLY BEFORE SIGNING THE ENCLOSED LETTER OF TRANSMITTAL

YOU MUST EXECUTE AND DELIVER THIS LETTER OF TRANSMITTAL IN ORDER TO RECEIVE YOUR PORTION OF THE AGGREGATE MERGER CONSIDERATION DESCRIBED BELOW.

Ladies and Gentlemen:

The enclosed Letter of Transmittal is being delivered in connection with the planned merger (the "**Merger**") of 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 (the "**Company**"), with and into Churchill Capital Corp II, a Delaware corporation ("**Buyer**"), pursuant to that certain Agreement and Plan of Merger, dated as of October [●], 2020, by and between Buyer and the Company (as may be amended from time to time, the "**Merger Agreement**"), the General Corporation Law of the State of Delaware (the "**DGCL**"), 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 governed by the laws of the Grand Duchy of Luxembourg (the "**Joint Merger Proposal**"). Capitalized terms used and not defined in this letter have the respective meanings ascribed to them in the Merger Agreement. Copies of the Merger Agreement and the Joint Merger Proposal are attached as exhibits to the Joint Proxy Statement/Prospectus that is enclosed herewith. As a result of the Merger, at the Effective Time, by virtue of the Merger and without any further action on the part of any party or the holders of any securities of Buyer or the Company, each Company Share (other than Excluded Shares), including the undersigned's Company Shares listed in Box B of the enclosed Letter of Transmittal, will automatically be canceled in exchange for the right to receive as, if, and when payable pursuant to ARTICLE II of the Merger Agreement and in accordance with and subject to the terms of the Merger Agreement, the applicable Per Share Merger Consideration. The aggregate Per Share Merger Consideration shall comprise of (i) 24,000,000 shares of Buyer Class A Common Stock and 3,840,000 shares of Buyer Class C Common Stock, in each case, with respect to the Company Class A Shares and (ii) 4,500,000 shares of Buyer Class A Common Stock with respect to the Company Class B Shares, in each case in accordance with and subject to the terms of the Merger Agreement (the "**Merger Consideration**"). Immediately following the Effective Time, and without any further action on the part of any party or the holders of any securities of Buyer or the Company, Buyer will redeem all shares of Buyer Class C Common Stock issued to the holders of Company Class A Shares in connection with the Merger (the "**Class C Common Stock Redemption**") for an aggregate redemption price of (a) $505,000,000 to be distributed by the Exchange Agent and (b) Term Loans (as defined in and issued pursuant to the Existing Second Out Credit Agreement, as amended by the Existing Second Out Credit Agreement Amendment), in the aggregate principal amount equal to the sum of $20,000,000, issued by certain Subsidiaries of the Surviving Corporation (the "**New Term Loans**"), in each case, *pro rata* among the holders of such shares of Buyer Class C Common Stock issued in connection with the Merger.

No payment or distribution of Buyer Shares shall be made with respect to any Company Shares until (i) your delivery of a duly completed and validly executed Letter of Transmittal to [●] (the "Exchange Agent"), (ii) the Merger has been approved by the shareholders of each of the Parties and (iii) the Merger has become unconditional, in each case, in accordance with the Merger Agreement and the Joint Merger Proposal. The undersigned understands that payment for Company Shares, as applicable, will be made as promptly as practicable after (x) the execution and delivery of this Letter of Transmittal and the other documentation effecting the surrender of your Company Shares is made in acceptable form and (y) the Closing of the Merger. For the purpose of this letter, "**Existing Second Out Credit Agreement**" shall mean that certain Senior Secured Second Out Term Loan Credit Agreement, dated as of August 27, 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, the lenders from time to time party thereto and Wilmington Savings Fund Society FSB, as the administrative agent and collateral agent. and the "**Existing Second Out Credit Agreement Amendment**" shall mean that certain Amendment No. 1 to the Existing Second Out Credit Agreement, dated as of [●], 2020, by and among Software Luxembourg Intermediate S.à r.l., as holding, Software Luxembourg Intermediate S.à r.l., as the parent borrower, the other borrower party thereto, and the lenders party thereto constituting the "Required Lenders" thereunder.

In the event the Merger Agreement is validly terminated in accordance with its terms and the Closing does not occur, the Company Shares shall not be canceled in exchange for the right to receive the Merger Consideration (and, to the extent applicable, any amount in respect of the Class C Common Stock Redemption) and the enclosed Letter of Transmittal, this letter and the representations, warranties, covenants and agreements contained herein shall be deemed null and void.

By signing the enclosed Letter of Transmittal, you hereby waive, as of the Effective Time, any rights with respect to any Company Shares described in Box B of the enclosed Letter of Transmittal, except for the right to receive your applicable portion of the Merger Consideration (and, following the Effective Time, to the extent applicable, any amount in respect of the Class C Common Stock Redemption), in accordance with and subject to the terms of the Merger Agreement.

By signing the enclosed Letter of Transmittal, (a) to the extent you receive any shares of Buyer Class C Common Stock as part of your applicable portion of the Merger Consideration, you hereby irrevocably constitute and appoint the Exchange Agent as your true and lawful agent and attorney-in-fact with respect to such shares of Buyer Class C Common Stock, with full power of substitution, among other things, to cause your shares of Buyer Class C Common Stock to be redeemed by the Surviving Corporation in accordance with and subject to the terms of the Merger Agreement and (b) you agree that, upon the issuance of the New Term Loans, you (i) shall be deemed to be a "Lender" as defined in the Existing Second Out Credit Agreement, (ii) agree to be bound as a "Lender" by all of the terms, provisions and conditions contained in the Existing Second Out Credit Agreement and the other Credit Documents (as defined therein), (iii) agree to perform all of the obligations that are required to be performed by it as such under the Existing Second Out Credit Agreement and the other Credit Documents, (iv) shall be entitled to the benefits, rights and remedies as set forth in the Existing Second Out Credit Agreement and (v) agree to provide any additional documentation to evidence your status as a "Lender" or as required to be delivered by it pursuant to the terms of the Existing Second Out Credit Agreement or the other Credit Documents.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that you have full power and authority to submit, sell, assign and transfer the Company Shares listed in Box B of the enclosed Letter of Transmittal and that you, immediately prior to the Effective Time, had good and unencumbered title thereto, free and clear of all Liens, restrictions, charges and encumbrances (other than, to the extent that you are a signatory to any Company Support Agreement, pursuant thereto) and not subject to any adverse claims. You will, upon request, execute and deliver any additional documents reasonably requested by the Company, Buyer or the Exchange Agent that are necessary in connection with the surrender and cancellation of your Company Shares and the distribution of your applicable portion of the Merger Consideration.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that (i) you have had the opportunity to receive, read and understand the Merger Agreement and (ii) you have been given adequate opportunity to obtain any additional information or documents and to ask questions and receive answers about such information and documents.

By signing the enclosed Letter of Transmittal, you acknowledge that under U.S. federal income tax law, you may be subject to backup withholding tax on any cash paid to you in connection with the Merger and the Class C Common Stock Redemption, and that failure to provide a properly completed and signed Internal Revenue Service ("**IRS**") Form W-9 or the appropriate version of IRS Form W-8, as applicable, may result in backup withholding on any applicable payments made to you. **You should consult your own tax advisor to determine whether you are exempt from these backup withholding tax requirements and to determine the proper form to be used to avoid backup withholding tax.**

Additionally, in order to receive payments with respect to the New Term Loans, you must complete the deliver the administrative questionnaire attached hereto as Exhibit A and provide one of the following tax forms prior to such payment: W-9: Revised October 2018, W-8BEN-E: Revised July 2017, W-8IMY: Revised June 2017, W-8EXP: Revised July 2017 or W-8ECI: Revised July 2017.

The administrative questionnaire and tax forms will be forwarded to the administrative agent under the Existing Second Out Credit Agreement.

By signing the enclosed Letter of Transmittal, you acknowledge that Buyer, the Company, the Surviving Corporation and/or the Exchange Agent may withhold certain amounts from any amounts otherwise deliverable or payable to you under the Merger Agreement that may be required to be withheld under applicable Tax laws or other Laws, and that such withheld amounts shall be treated for all purposes under the Merger Agreement and the enclosed Letter of Transmittal as paid to the person(s) in respect of which such withholding was made.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that the mailing address, wire transfer information or information provided for special payment/delivery, as applicable, set forth in the enclosed Letter of Transmittal is true, correct and complete and, notwithstanding any limitations in the Merger Agreement, you hereby agree to indemnify and hold harmless Buyer, the Company, the Surviving Corporation, and their respective Affiliates, agents and Representatives from any claims by any person, including you, as to the delivery of the Company Shares (to the extent that the concept of "delivery" of the Company Shares is applicable under the Laws of the State of Delaware, and it being understood that the Luxembourg Companies' Law does not require a "delivery" of the Company Shares in the context or as a result of the Merger) to such mailing address or bank account or pursuant to such special payment/delivery instructions, as applicable, of any amounts to be paid to you, or on your behalf, in respect of your Company Shares (and, to the extent applicable, any Buyer Class C Common Stock). It is your obligation to notify the Exchange Agent of any change to the address, wire instructions or special payment/delivery instructions set forth herein.

By signing the enclosed Letter of Transmittal, you understand that your receipt of your applicable portion of the Merger Consideration (and, to the extent applicable, any amount in respect of the Class C Common Stock Redemption) shall be conditioned upon, and shall not occur unless and until, the Exchange Agent has received the enclosed Letter of Transmittal, duly completed and signed, together with all accompanying evidences of authority in form reasonably satisfactory to Buyer and any other required documents. By signing the enclosed Letter of Transmittal, you agree that, to the extent applicable, delivery of the Company Shares will be effected, and the risk of loss and title to such Company Shares will pass, only upon proper delivery thereof to the Exchange Agent. All questions as to validity, form and eligibility of any transfer of Company Shares hereunder, to the extent applicable, will be made by the reasonable determination of Buyer in consultation with the Company (which may delegate power in whole or in part to the Exchange Agent), which reasonable determination shall be final and binding on all parties. The Exchange Agent shall promptly take reasonable action to inform you of any defects that it is (in consultation with the Company and Buyer) unwilling to waive and may, but shall not be required to, take reasonable action to assist you to correct any such defects. You hereby covenant and agree that upon request, you will execute, complete and deliver any additional documents reasonably deemed by the Exchange Agent to be necessary to complete the proper transfer of your Company Shares (and, to the extent applicable, redemption of any Buyer Class C Common Stock immediately thereafter) in accordance with the terms and conditions of the Merger Agreement and this letter and the enclosed Letter of Transmittal.

If there is a conflict between any provision of this letter and/or the enclosed Letter of Transmittal and a provision in the Merger Agreement, each of this letter and/or the enclosed Letter of Transmittal and the Merger Agreement is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but to the extent, and only to the extent, of such conflict, the provision of the Merger Agreement shall control unless specifically provided otherwise therein.

You hereby acknowledge and agree that, subject to adjustment in accordance with the Merger Agreement, (i) each of Buyer and the Surviving Corporation can rely on the definition of each of (a) "Class A First Lien Exchange Ratio", (b) "Class A Second Lien Exchange Ratio" and (c) "Class C Exchange Ratio" as set forth on Exhibit A of the Merger Agreement as setting forth an accurate formula for calculating the Per Share Merger Consideration in the aggregate and shall have no liability for any errors or omissions therein, (ii) you irrevocably waive and release and covenant not to sue Buyer, the Company, the Surviving Corporation and their respective Affiliates from any and all liabilities arising from or related to the allocation of the Per Share Merger Consideration and any other amounts payable to you pursuant to the Merger Agreement (other than with respect to any liability arising from or related to you not receiving your applicable portion of the Merger Consideration or any other amounts payable to you in accordance with the Merger Agreement, in each case, following the satisfaction of all applicable requirements set forth herein and in the Merger Agreement) and (iii) in the event of a conflict between any provision of this letter and/or the enclosed Letter of Transmittal and the Merger Agreement, the Merger Agreement shall control unless specifically provided otherwise therein.

You hereby acknowledge and agree that by signing the enclosed Letter of Transmittal, in connection with and contingent upon the consummation of the Merger, you agree to, and consent to the termination in accordance with its terms of, that certain Shareholders' Agreement, dated as of August 27, 2020 (the "**Shareholders' Agreement**"), by and among the Company and all shareholders of the Company party thereto, effective as of the Effective Time. For the avoidance of doubt, the termination of the Shareholders' Agreement is conditional upon the Closing and effective as of the Effective Time.

You hereby acknowledge and agree that during the period commencing on the Closing Date and continuing to and including the date that is 180 days following the Closing Date (the "**Lock-Up Period**"), you shall not Transfer any Buyer Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive Buyer Common Stock, or any interest in any of the foregoing, whether now owned or hereinafter acquired, are owned directly by you (including holding as a custodian) or with respect to which you have beneficial ownership within the rules and regulations of the Securities and Exchange Commission (the "**Commission**") (collectively, the "**covered shares**"). For purposes of this paragraph, "**Transfer**" shall mean the (a) 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, (b) 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 (c) public announcement of any intention to effect any transaction specified in clause (a) or (b). The foregoing restriction is expressly agreed to preclude you from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the covered shares even if such covered shares would be disposed of by someone other than you. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the covered shares or with respect to any security that includes, relates to, or derives any significant part of its value from such covered shares. Notwithstanding the foregoing, you may Transfer covered shares (i) by will or intestacy, (ii) as a bona fide gift or gifts, including to charitable organizations, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this paragraph, "**immediate family**" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) to any immediate family member or other dependent, (v) as a distribution to your limited partners, members or stockholders, (vi) to your Affiliated investment fund or another Affiliated entity you or your Affiliates control or manage, (vii) to a nominee or custodian of a person to whom a disposition or transfer would be permissible under clauses (i) through (vi) above, (viii) pursuant to an order or decree of a governmental authority, (ix) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction in each case made to all holders of the covered shares involving a change of control transaction (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, your shares of Buyer Common Stock shall remain subject to the provisions of this paragraph, (x) to Buyer for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase shares or the vesting of any restricted stock awards granted by Buyer pursuant to employee benefit plans or arrangements which are set to expire or automatically vest during the Lock-Up Period, in each case on a "cashless" or "net exercise" basis, where any shares you receive upon any such exercise or vesting will be subject to the terms of this paragraph, or (xi) with the prior written consent of Buyer; provided that, in the case of each transfer or distribution pursuant to clauses (ii) through (vii) above, (I) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this paragraph; and (II) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (A) equity interests of such transferee or (B) such transferee's interests in the transferor. For the purpose of this paragraph, "**Affiliate**" shall mean, with respect to any specified person, any person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person, through one or more intermediaries or otherwise. You hereby agree and consent to the entry of stop transfer instructions with Buyer'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 your shares of Buyer Common Stock describing the foregoing restrictions.

Effective from and after the Effective Time, in accordance with the Merger Agreement, except to the extent otherwise set forth herein, you, on behalf of yourself and your past, present or future heirs, executors, administrators, predecessors-in-interest, successors, permitted assigns, equityholders, general or limited partners, Affiliates and Representatives (including, in each case, their past, present or future officers and directors) (each, a "**Releasing Party**"), hereby knowingly, voluntarily, irrevocably, unconditionally and forever acquits, releases and discharges, and covenants not to sue Buyer, the Company, the Surviving Corporation, their respective predecessors, successors, parents, subsidiaries and other Affiliates and their respective past, present or future owners, managers, members, general or limited partners, shareholders, fiduciaries (in their official and individual capacities), and Representatives (in their capacities as such) (each, a "**Released Party**" and, collectively, the "**Released Parties**"), from any and all liabilities, penalties, fines, judgments (at equity or at law, including statutory and common) and other losses (including damages, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever), in all cases, solely in respect of your Company Shares in the period commencing at the date on which you acquired your Company Shares and ending at the Effective Time (collectively, the **Released Matters**"); provided, that nothing contained herein shall constitute a release of claims or any other matter other than the Released Matters. This paragraph is for the benefit of the Released Parties and shall be enforceable by any of them directly against the Releasing Parties.

To the extent you are entitled to dissent or exercise appraisal of your shares pursuant to applicable Law, by submission of this Letter of Transmittal you on behalf of yourself and each of the Releasing Parties (i) forever waive all dissenter's and appraisal rights of such shares pursuant to any applicable Law, (ii) withdraw any written objections to the Merger and/or demands for appraisal, (iii) agree that the fair value of such shares is not more than the consideration payable pursuant to the Merger, and (iv) agree that the Company accept such withdrawal, if any, with respect to such shares, including, but not limited to, any such rights granted pursuant to any voting trust, shareholders agreement or other similar arrangement entered into by you or the Releasing Parties.

You hereby acknowledge California Civil Code Section 1542 ("**Section 1542**") and any similar statutes, which states as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Having read and understood Section 1542, you hereby waive the provisions of said statutes and assume all risks for claims heretofore or hereinafter arising, known or unknown, against any of the Released Parties relating to, arising out of or in connection with your relationship with the Company (whether in your capacity as a Stockholder, employee, officer or director of Company or any of its Affiliates or otherwise (including in respect of any rights of contribution or indemnification)) with respect to any facts or circumstances that existed on or prior to the Effective Time, whether known or unknown, to you, except as expressly set forth in the immediately preceding paragraph.

You hereby represent that you have not made any assignment or transfer of any claim or other matter covered by the Released Matters and have not filed any Action of any kind against any Released Party relating to any Released Matter, and you hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced or instituted, any Action of any kind against any Released Party, based upon any Released Matter. You hereby acknowledge and intend that this release shall be effective as a bar to each and every one of the claims hereinabove mentioned, and expressly consent that this release shall be given full force and effect in accordance with each and every express term or provision hereof, including those (i) relating to any claims hereinabove mentioned or implied or (ii) relating to unknown and unsuspected claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated claims).

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, your death or incapacity. All your obligations hereunder shall be binding upon your heirs, estates, executors, administrators, personal representatives, successors and permitted assigns. Nothing herein is intended to or will confer any rights or remedies on any person other than you or the parties to the Merger Agreement; *provided*, *however*, that, (x) the provisions hereof applicable to the Exchange Agent are intended, and shall be, for the benefit of the Exchange Agent as a third party beneficiary, (y) the provisions hereof applicable to the Released Parties are intended, and shall be, for the benefit of the Released Parties as a third party beneficiary and (z) the provisions hereof applicable to the Administrative Agent and Collateral Agent, and your acknowledgement of, and agreement to, the terms of the Existing Second Out Credit Agreement and the other Credit Agreements are intended, and shall be, for the benefit of the Administrative Agent and/or Collateral Agent as a third party beneficiary.

Unless agreed in writing by Buyer and the Company, your representations, warranties, acknowledgements, agreements, waivers and covenants set forth in this Letter of Transmittal will remain in full force and effect pursuant to its terms. Any modification to any term of this Letter of Transmittal by you requires the prior written consent of Buyer and the Company.

This Letter of Transmittal shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. You hereby agree that any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Letter of Transmittal or the Merger Agreement or the transactions contemplated hereby or thereby shall be brought in any federal or state court located in the State of Delaware, and you hereby irrevocably consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action and irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such action in any such court or that any such action brought in any such court has been brought in an inconvenient forum.

YOU HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER OF TRANSMITTAL OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Law. If any term or provision of this Letter of Transmittal shall for any reason and to any extent be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Letter of Transmittal or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, Buyer shall modify this Letter of Transmittal so that the transactions contemplated by this Letter of Transmittal consummated as originally contemplated to the greatest extent possible.

LETTER OF TRANSMITTAL

For delivery of shares of
capital stock of Software Luxembourg Holding, S.A. ("Company Shares")
pursuant to the Agreement and Plan of Merger (the "Merger Agreement")
by and among
Churchill Capital Corp II ("Buyer") and Software Luxembourg Holding, S.A. (the "Company")

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ON THE LAST PAGE HEREOF WILL NOT CONSTITUTE A VALID DELIVERY

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED AND YOUR EXECUTION BELOW WILL BE YOUR AGREEMENT TO ALL OF THE TERMS OF SUCH ACCOMPANYING LETTER

NOTE: SIGNATURES MUST BE PROVIDED BELOW

All registered holders of Company Shares as of immediately prior to the Effective Time of the Merger contemplated by the Merger Agreement must complete Boxes A and B and sign on this page [●].
Please also read the "General Instructions" on page [●].

BOX A – Signature of Registered Holder(s)	**BOX B – Company Shares to be cancelled**	
(Must be signed by all registered shareholders; include legal capacity if signing on behalf of an entity)		Class and amount of Company Shares held by shareholder of the Company
Signature(s)		
Print Name Here (and capacity, if the registered holder is an entity)		
Telephone Number	**Total Company Shares to be cancelled:**	

BOX C – New Registration Instructions	**BOX D – One Time Delivery Instructions**
To be completed ***ONLY*** if the check and/or stock is to be issued in the name(s) of (or wire transfer made to account of) someone other than the registered holder(s) in Box A. ISSUE TO:	To be completed ***ONLY*** if the check and/or stock is to be delivered to an address other than that listed in Box E. MAIL TO:
Name	**Name**
Street Address	**Street Address**
City, State and Zip Code	**City, State and Zip Code**

Please remember to complete and sign the enclosed IRS Form W-9 or, if applicable, a Form W-8BEN or other Form W-8 (see instructions below).

BOX E – Name and Address of Registered Holder(s)	**BOX F – Medallion Guarantee**
Please confirm that your address below is correct or mark any corrections	If (and only if) you have completed Box C, or all registered holders are not listed on the bank account provided in Box G (if you elected a wire payment) your signature must be ***Medallion Guaranteed*** by an eligible financial institution.
□ indicates permanent address change	**Note: A notarization by a notary public is not acceptable**

BOX G – Optional Bank Wire Instructions	
NOTE: This wire request is optional. If the name on the bank account does not include all registered holders, a medallion guarantee is required in Box F. If you complete Box G and any of the information is incomplete, illegible or otherwise deficient, you will receive a check for your proceeds. In connection with the above referenced merger, please wire the entitled funds as follows:	
***ABA Routing Number**	
Bank Name	
Bank Address	
Name on Bank Account	
Bank Account Number	
For Further Credit To Name	
For Further Credit To Account Number	
SWIFT Code (if applicable/foreign)	
IBAN (if applicable/foreign)	

By completion of Box G, the registered holder(s) hereby agree(s) that the above wire instructions are true and correct and by endorsing this Letter of Transmittal the person authorized to act on behalf of this account is directing [●] as Exchange Agent to make payment of the applicable amount of the Merger Consideration (and, to the extent applicable, any amount in respect of the Class C Common Stock Redemption) represented by this Letter of Transmittal to the bank account listed above.

*The ABA Routing Number for "incoming FED WIRES" is sometimes different than the ABA Routing Number used for direct deposit or the ABA Routing Number on the bottom of your check or deposit slip. Please always check with your bank to obtain the correct ABA Routing Number and wire instructions.

[●], as Exchange Agent, will use the payment provided in Box C "New Registration Instructions" and/or Box G "Optional Wire Instructions" for any future payments that may become payable under the Merger Agreement unless a new Letter of Transmittal is completed to update such payment instructions.

General Instructions

Please read this information carefully.

- **BOX A – Signatures:** All registered holders must sign as indicated in Box A. If you are signing on behalf of a registered holder or entity your signature must include your legal capacity.

- **BOX B – Certificate Detail:** List all amount and class of Company Shares to be cancelled in Box B.

- **BOX C – New Registration:** Provide the new registration instructions (name and address) in Box C if your payment is to be made to anyone other than the registered holder of your Company Shares. Signature must be that of the new registration indicated. All changes in registration require a Medallion Signature Guarantee. Joint registrations must include the form of tenancy. Custodial registrations must include the name of the custodian (only one). Trust account registrations must include the names of all current acting trustees and the date of the trust agreement. If your payment is to be made to anyone other than the registered holder of your Company Shares and this transaction results in proceeds at or above $14,000,000 in value to such party, please contact [●] at the number listed below. [●] will make all future payments (if any) to this new registration unless the payment instructions are updated by the new registered holder prior to any additional payment.

- **BOX D – One Time Delivery:** Any address shown in Box D will be treated as a one-time only mailing instruction, and your address in Box E will be used for any future payments and communications.

- **BOX E – Current Name and Address of Registered Holder:** Please confirm that the address here is the address that should be used for all future communications and payments. If your permanent address should be changed on [●] records, please make the necessary changes in Box E. If your permanent address should change in the future, please notify [●] at the number listed below.

- **BOX F – Signature Guarantee:** Box F (*Medallion Guarantee*) only needs to be completed if the name on the check, or on the account to which funds will be transferred, will be different from the current registration shown in Box E. This guarantee is a form of signature verification which can be obtained through an eligible financial institution such as a commercial bank, trust company, securities broker/dealer, credit union or savings institution participating in a Medallion program approved by the Securities Transfer Association.

- **BOX G – Wire Instructions:** To elect a bank wire transfer please complete Box G in its entirety. A bank wire transfer, rather than payment by check, will help to expedite your receipt of the funds. Please contact your bank for questions regarding the appropriate bank routing number and account number to be used.

- **Important Tax Information:** Under current U.S. federal income tax laws, [●] (as payer) may be required under the backup withholding rules to withhold a portion of the amount of any payments made to certain holders (or other payees) pursuant to the Merger and the Class C Common Stock Redemption. In order to avoid such backup withholding, if the person receiving payment for the shares is a United States person (for U.S. federal income tax purposes), such payee must timely complete and sign the enclosed IRS Form W-9 to certify the payee's correct taxpayer identification number ("**TIN**") and to certify that such payee is not subject to such backup withholding, or must otherwise establish a basis for exemption from backup withholding (currently imposed at a rate of 24%). Certain holders or other payees (including, among others, corporations and tax-exempt organizations) are not subject to these backup withholding and reporting requirements. Exempt payees should furnish their TIN, provide the applicable codes in the box labeled "Exemptions," and sign, date and send the IRS Form W-9 to the Exchange Agent. A holder or other payee who is a foreign individual or a foreign entity should complete, sign, and submit to [●] the appropriate IRS Form W-8 (instead of an IRS Form W-9), signed under penalties of perjury, attesting to such person's exempt status. Holders and other payees are urged to consult their own tax advisors to determine whether they are exempt from or otherwise not subject to backup withholding. The appropriate IRS Form W-8 may be obtained from the Exchange Agent or from the IRS. Additional copies of IRS Form W-9 are available from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS website at *www.irs.gov*.

  If a stockholder or payee is a citizen or individual resident of the United States, the TIN is generally his or her social security number. If the Exchange Agent is not provided with the correct TIN, a $50 penalty may be imposed by the IRS and/or payments made with respect to shares exchanged pursuant to the Merger and the Class C Common Stock Redemption may be subject to backup withholding. Failure to comply truthfully with the backup withholding requirements, if done willfully, may also result in the imposition of criminal and/or civil fines and penalties. See IRS Form W-9 attached hereto for additional information.

  If backup withholding applies, [●] is required to withhold on any payments made to the holder or other payee. Backup withholding is not an additional tax. A holder or payee subject to the backup withholding rules will be allowed a credit of the amount withheld against such holder's U.S. federal income tax liability, and, if backup withholding results in an overpayment of tax, such holder may be entitled to a refund, provided the requisite information is correctly furnished to the IRS in a timely manner.

- **Deficient Presentments:** If you request a registration change that is not in proper form, the required documentation will be requested from you and this will delay processing of any funds.
  By Mail to

[●]

For additional information please contact [●] at [telephone] or [email].

Exhibit A

Administrative Questionnaire

(see attached)

Exhibit 2.2

EXECUTION VERSION
CONFIDENTIAL

AGREEMENT AND PLAN OF MERGER

dated as of

October 12, 2020

by and among

CHURCHILL CAPITAL CORP II,

MAGNET MERGER SUB, INC.,

and

ALBERT DE HOLDINGS INC.

TABLE OF CONTENTS

Exhibits

Exhibit A	-	Form of Subscription Agreement
Exhibit B	-	Certificate of Incorporation of the Company
Exhibit C	-	Bylaws of the Company
Exhibit D	-	Form of Letter of Transmittal
Exhibit E	-	Form of Restructuring Support Agreement
Exhibit F	-	Form of Registration Rights Agreement
Exhibit G	-	Form of PIPE Subscription Agreement
Exhibit H	-	Form of Warrant Agreement

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of October 12, 2020 (the "Agreement Date"), is entered into by and among Churchill Capital Corp II, a Delaware corporation ("Acquiror"), Magnet Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and Albert DE Holdings Inc., a Delaware corporation (the "Company" and, together with Acquiror, the " Parties" and each a "Party"). Except as otherwise indicated, capitalized terms used but not defined herein shall have the meanings set forth in Article I of this Agreement.

RECITALS

WHEREAS, Acquiror is a blank check company incorporated to acquire one or more operating businesses through a Business Combination;

WHEREAS, Merger Sub is a newly formed, wholly owned, direct subsidiary of Acquiror, and was formed for the sole purpose of the Merger;

WHEREAS, subject to the terms and conditions hereof, at the Closing, Merger Sub is to merge with and into the Company pursuant to the Merger, with the Company surviving as the Surviving Company;

WHEREAS, the respective boards of directors or similar governing bodies of each of Acquiror, Merger Sub and the Company have each approved and declared advisable the Transactions upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, Acquiror and Company Stockholder have entered into that certain Subscription Agreement, dated as of the Agreement Date (as amended or modified from time to time, the " Subscription Agreement"), in the form set forth on Exhibit A , pursuant to which the Company Stockholder has agreed to purchase, and Acquiror has agreed to issue and sell to the Company Stockholder, shares of Acquiror Common Stock through a private placement on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the execution and delivery of this Agreement, the Company has delivered to Acquiror a true and complete copy of an irrevocable written consent of the Company Stockholder adopting this Agreement and approving and consenting to the Merger and the consummation of the Transactions, which shall be effective by its terms as of immediately following the execution and delivery of this Agreement by the Parties on the Agreement Date (the " Written Consent"), in accordance with the DGCL, the Company's certificate of incorporation (as amended, modified or restated, the "Company Certificate of Incorporation") and the Company's bylaws (as amended, modified or restated, the "Company Bylaws"), in each case as in effect as of the Agreement Date;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with Initial Business Combination, Acquiror and Prosus have entered into that certain Subscription Agreement, dated as of the Agreement Date (as amended or modified from time to time, the " PIPE Subscription Agreement"), substantially in the form set forth on Exhibit G; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, (x) the Company, (y) certain Subsidiaries of the Company and (z) the lenders and other secured parties under each Existing Credit Agreement party thereto (the "Lenders") (in number, and holding outstanding amounts sufficient to approve an in-court Existing Debt Restructuring) under each Existing Credit Agreement have entered into that certain restructuring support agreement, dated as of the Agreement Date (as amended or modified from time to time, the "Restructuring Support Agreement"), in the form set forth on Exhibit E, which provides for the terms of the New Term Loans and the New Credit Agreements and the Existing Debt Restructuring.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, Acquiror, Merger Sub and the Company agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

1.01 Definitions. As used herein, the following terms shall have the following meanings:

"Acquiror" has the meaning set forth in the preamble to this Agreement.

"Acquiror Board" means the board of directors of Acquiror.

"Acquiror Class B Common Stock" means Acquiror's Class B Common Stock, par value $0.0001 per share.

"Acquiror Common Stock" means Acquiror's Class A Common Stock, par value $0.0001 per share.

"Acquiror Organizational Documents" means the Certificate of Incorporation and Acquiror's bylaws, in each case as may be amended from time to time in accordance with the terms of this Agreement.

"Acquiror Prospectus" has the meaning set forth in Section 5.06(a).

"Acquiror Stockholder" means a holder of Acquiror Common Stock.

"Acquiror Transaction Agreements" means this Agreement and each other Transaction Agreement to which Acquiror is named as a party on the signature pages thereto.

"Action" means any action, suit, arbitration, investigation or proceeding by or before any Governmental Authority.

"Additional Financing" has the meaning given in Section 6.21.

"Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement after the Closing, the Surviving Company shall be deemed an Affiliate of each of the Company Subsidiaries (and vice versa).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Agreement Date" has the meaning set forth in the preamble to this Agreement.

"Alternative Proposal" has the meaning set forth in Section 6.16.

"Anti-Corruption Laws" means any applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial), including Laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any official, employee, or representative of a Governmental Authority, political party, political party official, candidate for public office, public international organization, or any instrumentality of any of the aforementioned (including government-owned or government-controlled businesses), or any non-governmental commercial entity to obtain or retain business or secure an improper advantage, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all national and international Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Antitrust Law" means any Laws applicable to Acquiror, Merger Sub, the Company or any Company Subsidiary under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"Applicable Trapped Cash" means, as of the applicable Measurement Date, any Cash which is held by a Subsidiary of the Company outside of the United States in excess of the amount needed to meet the general working capital needs of such Subsidiary.

"Assets" means the assets and properties that are owned, leased or licensed by the Company and any Company Subsidiary.

"Audited Financial Statements" has the meaning set forth in Section 4.06(a).

"Available Closing Date Cash Condition" means the Closing Condition set forth in Section 9.01(d).

"Bankruptcy and Equity Exception" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law).

"Business" means the business of the Company and the Company Subsidiaries as conducted on the Agreement Date.

"Business Combination" has the meaning ascribed to such term in the Certificate of Incorporation.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York, London, United Kingdom and Luxembourg are authorized or required by Law to close.

"Business Information Systems" has the meaning set forth in Section 4.10(j).

"Business Intellectual Property" means the Business Registrable IP, Intellectual Property included in the Business Technology, and all other Intellectual Property to the extent owned by the Company or any of the Company Subsidiaries.

"Business Registrable IP" means patents, patent applications, registered Trademarks, applications for registered Trademarks, copyright registrations and Internet domain names owned by the Company or any Company Subsidiary.

"Business Technology" means all Software and Technology to the extent owned by the Company or any of the Company Subsidiaries.

"California Consumer Privacy Act" ("CCPA") means Cal. Civ. Code § 1798.100, et seq.

"CapEx Budget" has the meaning given in Schedule 6.01(ii).

"Cash" means, any cash and cash equivalents and marketable securities (to the extent constituting cash equivalents under GAAP) on the balance sheets or otherwise in the bank accounts of Acquiror and its Subsidiaries and the Company and its Subsidiaries, which shall include any amounts that will be funded at the Closing by any Person pursuant to any commitment to subscribe for shares of Acquiror Common Stock or warrants exercisable into shares of Acquiror Common Stock. For the avoidance of doubt, for purposes of this "Cash" definition, the term "Acquiror and its Subsidiaries" shall include Study and its Subsidiaries upon the consummation of the Study Closing.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Governmental Authority.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of Acquiror, filed with the Secretary of State of the State of Delaware on June 26, 2019.

"Certificate of Merger" has the meaning set forth in Section 2.01.

"Claim" means any demand, claim, action, legal, judicial or administrative proceeding (whether at law or in equity) or arbitration.

"Closing" has the meaning set forth in Section 2.03.

"Closing Conditions" means all of the conditions to the Closing set forth in Section 9.01, Section 9.02 and Section 9.03.

"Closing Date" has the meaning set forth in Section 2.03.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Affiliate Agreement" has the meaning set forth in Section 4.20.

"Company Board" means the board of directors of the Company.

"Company Bylaws" has the meaning set forth in the recitals to this Agreement.

"Company Certificate(s)" has the meaning set forth in Section 3.02(a).

"Company Certificate of Incorporation" has the meaning set forth in the recitals to this Agreement.

"Company Shares" means a share of the Company's common stock, par value $0.01 per share.

"Company Stockholder" means Albert UK Holdings Limited, a private limited company incorporated under the laws of England and Wales or its successor or any Person to which owns the Company Shares following a Holding Structure Reorganization.

"Company Transaction Agreements" means this Agreement and each other Transaction Agreement to which the Company or its Subsidiaries is a party.

"Confidentiality Agreement" means the confidentiality agreement between Acquiror and Albert Luxembourg Holdings S.à r.l. dated May 18, 2020.

"Consent" means any consent, approval or authorization.

"Consideration Warrants" means warrants exercisable for shares of Acquiror Common Stock with the terms set forth in the Warrant Agreement.

"Contract" means any legally binding written contract, agreement, subcontract, undertaking, indenture, note, bond, mortgage, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien).

"Contracting Parties" has the meaning set forth in Section 11.14.

"Control" means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms "Controlled by," "Controlled," "under common Control with" and "Controlling" shall have correlative meanings.

"Continuing Employee" means any Covered Employee who continues his or her employment with Acquiror or any of its Affiliates (including, for the avoidance of doubt, the Company Subsidiaries) immediately following the Closing Date.

"Covered Employee" means any employee of the Company or any Company Subsidiary as of immediately prior to the Closing.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or other epidemics, pandemic or disease outbreaks.

"COVID-19 Response" has the meaning set forth in Section 6.01(i).

"D&O Indemnified Parties" has the meaning set forth in Section 7.01(a).

"Data" means databases and compilations, including all data and collections of data, whether machine readable or otherwise.

"Debt" means, at any time and with respect to any Person, all obligations (including all obligations in respect of principal and accrued interest) of such Person with respect to: (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (c) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (d) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities, in each case only to the extent drawn; (e) all Debt of others referred to in clauses (a) through (e) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or purchase such Debt or to advance or supply funds for the payment or purchase of such Debt; (ii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for services irrespective of whether such services are rendered); or (iii) otherwise to assure a creditor against loss in respect of such Debt; and (f) all Debt referred to in clauses (a) through (e) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any lien upon or in property owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt.

"DGCL" has the meaning set forth in the recitals to this Agreement.

"Disclosure Schedules" means each of the Company Disclosure Schedules and the Acquiror Disclosure Schedules dated as of the Agreement Date, which form a part of this Agreement.

"Effective Time" has the meaning set forth in Section 2.01.

"Employee Plans" means all employee benefit plans (within the meaning of Section 3(3) of ERISA), and each other retirement, profit-sharing, welfare benefit, bonus, stock option, stock purchase, restricted stock, equity-based, incentive, fringe benefit, deferred compensation, employment, consulting, retention, termination, severance, separation, change-in-control or transaction programs, arrangements or agreements, in each case pursuant to which the Company or any of the Company Subsidiaries sponsors, maintains or contributes to for the benefit of Covered Employees, other than statutorily required plans or arrangements.

"Environmental Laws" means any applicable U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law (including common law) promulgated by a Governmental Authority relating to pollution or protection of the environment.

"Environmental Permit" means any Permit that is required by a Governmental Authority under any Environmental Law and necessary to the operation of the Business as of the Agreement Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exhibits" means the exhibits dated as of the Agreement Date (and as may be amended from time to time in accordance herewith) which form a part of this Agreement.

"Existing Blue Torch Credit Agreement" means the Credit and Guaranty Agreement dated as of November 26, 2019, between Global Knowledge Holdings B.V. and Global Knowledge Network (Canada) Inc., as borrowers, GK Holdings, Inc., Global Knowledge Training LLC, certain subsidiaries of the borrowers, the lenders party thereto from time to time, and Blue Torch Finance LLC, as administrative agent and collateral agent, as amended, restated, supplemented and otherwise modified from time to time in a manner permitted hereby.

"Existing Credit Agreements" means the Existing First Lien Credit Agreement and the Existing Second Lien Credit Agreement.

"Existing Debt Agreements" means the Existing Credit Agreements and the Existing Blue Torch Credit Agreement.

"Existing Debt Restructuring" means the series of related transactions that results in the lenders and other secured parties under each Existing Debt Agreement and related documents, acknowledging the payment in full of the obligations of the relevant obligors thereunder (other than contingent obligations for which a claim has not been made and/or letters of credit that have been backstopped or cash collateralized in a manner satisfactory to the relevant issuer thereof), the termination of all liens under each Existing Debt Agreement and related documents, and the release of all guarantees thereunder.

"Existing First Lien Credit Agreement" means that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of January 30, 2015, as amended from time to time, by and among, inter alios, a subsidiary of the Company, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, as amended, restated, supplemented and otherwise modified from time to time in a manner permitted hereby.

"Existing Forbearance" means (i) that certain Forbearance Agreement to Amended and Restated First Lien Credit and Guaranty Agreement, dated as of the Agreement Date, by and among, inter alios, a subsidiary of the Company, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent and (ii) that certain Forbearance Agreement to Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of the Agreement Date, by and among, inter alios, a subsidiary of the Company, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent, in each case of clauses (i) and (ii), as amended, restated, supplemented and otherwise modified from time to time in a manner permitted hereby.

"Existing Second Lien Credit Agreement" means that certain Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of January 30, 2015, as amended from time to time, by and among, inter alios, a subsidiary of the Company, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent, as amended, restated, supplemented and otherwise modified from time to time in a manner permitted hereby.

"FFCRA" means the Family First Coronavirus Response Act (Pub. L. 116-127) and any administrative or other guidance published with respect thereto by any Governmental Authority.

"Financial Statements" has the meaning set forth in Section 4.06(a).

"FLSA" has the meaning set forth in Section 4.13(h).

"Foreign Plan" means each Employee Plan maintained outside the jurisdiction of the United States that provides benefits in respect of any current or former employee, individual consultant, individual independent contractor, officer or director of the Company or any Company Subsidiary that is primarily based outside the United States.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Government Approvals" has the meaning set forth in Section 6.04(a).

"Governmental Authority" means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

"Hazardous Material" means any substance, material or waste that is defined or regulated as "hazardous," "toxic," a "pollutant," a "contaminant" or words of similar meaning and regulatory effect under any applicable Environmental Law.

"Holding Structure Reorganization" means the winding-up, dissolution or liquidation of, or the transfer or assignment of the assets of, or other corporate reorganization involving, the Company Stockholder or any of its direct or indirect limited partners, members or stockholders and the replacement of the Company Stockholder that exists as of the Agreement Date with a new Affiliated Person.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Initial Business Combination Agreement" shall mean the agreement and plan of merger, dated as of the Agreement Date, by and between Acquiror and Study in respect of the Initial Business Combination.

"Initial Business Combination" shall mean the initial Business Combination in respect of the proposed acquisition by the Acquiror of Study.

"Insurance Policies" means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of the Company and the Company Subsidiaries (in each case, including self-insurance and insurance from Affiliates).

"Intellectual Property" means any and all of the following intellectual property rights arising under the Laws of the U.S. or any other country: (a) patents and patent applications, including any such rights granted upon any reissue, reexamination, renewal, division, extension, provisional, continuation, or continuation-in-part; (b) copyrights, moral rights, mask work rights, works of authorship, database rights and design rights, whether or not registered, and registrations and applications for registration thereof; (c) Trademarks; (d) Trade Secrets; (e) Internet domain names; and (f) all other intellectual property rights relating to Software or Technology.

"International Trade Laws" means any of the following: (a) any Laws concerning the importation of merchandise or items (including technology, services, and software), including but not limited to those administered by U.S. Customs and Border Protection or the U.S. Department of Commerce, (b) any Laws concerning the exportation or re-exportation of items (including technology, services, and software), including but not limited to those administered by the U.S. Department of Commerce or the U.S. Department of State, or (c) any economic sanctions administered by the United States (including but not limited to those administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") and the U.S. State Department), the United Nations, Canada, the European Union, or the United Kingdom.

"IRS" means the U.S. Internal Revenue Service.

"Interim Period" means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms.

"Law" means any U.S. federal, state or local, or non-U.S., statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law (including common law) promulgated by a Governmental Authority.

"Leased Real Property" means any real property that is leased, subleased or licensed by the Company or any Company Subsidiary as lessee, sublessee or licensee, in each case, granting the Company or any Company Subsidiary a right of use or occupancy in such real property.

"Lenders" has the meaning set forth in the recitals to this Agreement.

"Letter of Transmittal" has the meaning set forth in Section 3.02(a).

"Liabilities" means any liability, Debt, guarantee, claim, demand, expense, commitment or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including all costs and expenses related thereto.

"Lien" means any mortgage, deed of trust, charge, pledge, hypothecation, security interest, encumbrance, restriction, right of first offer or refusal, claim or lien.

"Mailing Date" means the date upon which Acquiror shall have mailed the definitive Proxy Statement, as filed with the SEC, to the Acquiror Stockholders.

"Material Adverse Effect" means any fact, event, change, effect, development, circumstance, or occurrence (each, a "Change") that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (a) the business, operations, properties, assets or financial condition of the Business; provided, that, none of the following, either alone or in combination, will constitute a Material Adverse Effect: (i) any Change in the United States or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (ii) any Change that generally affects any industry in which the Business operates; (iii) general business or economic conditions in any of the geographical areas in which any of the Company, the Company Subsidiaries or the Business operates; (iv) national or international political or social conditions, including any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, whether commenced before or after the Agreement Date and whether or not pursuant to the declaration of a national emergency or war; (v) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, cyberattack, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, and any global health conditions (including any epidemic, pandemic, or other outbreak of illness, including as a result of the COVID-19 virus (including a COVID-19 Response) or other virus or disease, or any actions by a Governmental Authority related to the foregoing); (vi) any actions taken by Acquiror or its Affiliates or specifically permitted to be taken or omitted by the Company or its Affiliates pursuant to this Agreement or any other Transaction Agreement or actions taken or omitted to be taken by the Company or its Affiliates at the request or with the consent of Acquiror (provided, that the exceptions in this clause (vi) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 4.04 and, to the extent related thereto, the condition in Section 9.02(a)); (vii) any Changes in applicable Laws or GAAP (or other relevant accounting rules); (viii) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions (provided, that the exceptions in this clause (viii) shall not be deemed to apply to references to "Material Adverse Effect" in the representations and warranties set forth in Section 4.04 and, to the extent related thereto, the condition in Section 9.02(a)); (ix) any effects or Changes arising from or related to the breach of this Agreement by Acquiror; or (x) any default or event of default under, or acceleration of, the Existing Credit Agreements; provided further, that the exceptions set forth in clauses (i) through (v) of this definition shall not be regarded as exceptions solely to the extent that any such described Change has a disproportionately adverse impact on the Business as compared to other companies with similar modalities and similarly situated in the industries in which the Business operates or (b) the ability of the Company and the Company Subsidiaries to timely consummate the Transactions.

"Material Contracts" has the meaning set forth in Section 4.12(a).

"Material Permits" has the meaning set forth in Section 4.22.

"Measurement Date" means each proposed Closing Date.

"Merger" has the meaning set forth in Section 2.01.

"Merger Consideration" has the meaning set forth in Section 3.01(a).

"Merger Sub" has the meaning set forth in the preamble to this Agreement.

"Minimum Pro-Forma Available Cash" means an amount equal to $50,000,000.00.

"New Credit Agreements" has the meaning set forth in the Restructuring Support Agreement.

"New Term Loans" has the meaning set forth in the Restructuring Support Agreement.

"New Term Loan Agreements" has the meaning a assigned to such term in the Restructuring Support Agreement.

"Nonparty Affiliates" has the meaning set forth in Section 11.14.

"NYSE" means the New York Stock Exchange.

"Order" means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Open Source Software" means any Software licensed and distributed under a license listed by the Open Source Initiative as an approved license at https://opensource.org/licenses/alphabetical and that satisfies the "Open Source Definition" provided by the Open Source Initiative at https://opensource.org/osd as of the date of this Agreement, or a license listed by the Free Software Foundation as a free software license at https://www.gnu.org/licenses/license-list.html#SoftwareLicenses and that satisfies the "Free Software Definition" provided by the Free Software Foundation at https://www.gnu.org/philosophy/free-sw.en.html as of the date of this Agreement.

"Outside Date" has the meaning set forth in Section 10.01(d).

"Parties" has the meaning set forth in the preamble to this Agreement.

"Party" has the meaning set forth in the preamble to this Agreement.

"Permits" means all permits, licenses, authorizations, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Governmental Authority under applicable Law, in each case, necessary for the operation of the Business.

"Permitted Liens" means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet delinquent or that are being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty, in each case that have been properly accrued in the applicable Financial Statements and for which adequate reserves have been established in accordance with GAAP, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed or permitted by Law in the ordinary course of business that are not yet delinquent or that are being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty and for which adequate reserves have been established in accordance with GAAP, (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security, (d) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances not materially interfering with the ordinary conduct of the Business, (e) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Governmental Authority, (f) Liens not created by the Company or the Company Subsidiaries that affect the underlying fee, lessor, licensor or sublessor interest of any Leased Real Property or real property over which the Company (with respect to the Business) or the Company Subsidiaries have easement or other property rights, (g) Liens incurred in the ordinary course of business securing Liabilities that are not material to the Assets taken as whole, (h) Liens created by or through, or resulting from any facts or circumstances relating to, Acquiror or its Affiliates, (i) Liens arising out of, under or in connection with this Agreement or the other Transaction Agreements, (j) Liens securing debt disclosed on the Financial Statements, (k) right, terms or conditions in any leases, subleases, licenses or occupancy agreements made available to Acquiror, including title of a lessor under a capital or operating lease, (l) in the case of Intellectual Property, licenses, sublicenses, options to license, covenants or other grants, each as granted in the ordinary course of business, and gaps in the chain of title evident from the publicly-available records of the applicable Governmental Authority which maintains such records, and (m) other Liens that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

"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.

"Personal Data" means any information in any media that identifies or can be used to identify an individual person.

"PIPE Subscriber" means Prosus.

"Post-Initial Business Combination Charter" means the certificate of incorporation of Acquiror as in effect immediately following the Study Closing and any other amendments to the certificate of incorporation of Acquiror in connection with the Initial Business Combination.

"Pro-Forma Available Cash" means, with respect to any Measurement Date, the aggregate amount equal to the excess, if any, as of such Measurement Date, of (x) (i) Cash (including any amount deemed to be added to Cash in accordance with Section 6.12(h)) *less* (ii) Restricted Cash, *less* (iii) Repatriation Costs, *less* (iv) any Debt incurred by the Company and its Subsidiaries after the Agreement Date to the extent still outstanding as of the Measurement Date (other than the factoring of receivables in the ordinary course of business and other than, for the avoidance of doubt, the New Term Loans and Debt owed to the First Lien Lenders (as defined in the Restructuring Support Agreement), the Second Lien Lenders (as defined in the Restructuring Support Agreement) and to the creditors under the Existing Blue Torch Credit Agreement), *less* (v) any overdue trade payables of the Company and its Subsidiaries outstanding as of the Measurement Date in excess of the average month end overdue trade payable balance of the Company and its Subsidiaries during the twelve month period ending on the last day of the calendar month prior to the calendar month in which Measurement Date occurs and *less* (vi) to the extent unpaid as of the Measurement Date, all amounts required to be paid in cash in connection with the Closing or the Study Closing (including payment of any consideration and documented fees and expenses of counsel and advisors relating thereto (which fees, with respect to Study Closing, shall be reasonable)), but other than the Repaid Debt Amount), over (y) the Repaid Debt Amount.

"Prosus" means MIH Ventures B.V.

"Proxy Statement" means the proxy statement to be filed by Acquiror (whether such proxy statement is a joint proxy statement or not) with respect to the Initial Business Combination.

"Repaid Debt Amount" means the aggregate amount of cash required to be paid at the Closing by the Company to the First Lien Lenders (as defined in the Restructuring Support Agreement), the Second Lien Lenders (as defined in the Restructuring Support Agreement) and to the creditors under the Existing Blue Torch Credit Agreement, in each case, pursuant to the Restructuring Term Sheet (as defined in the Restructuring Support Agreement).

"Real Property Leases" has the meaning set forth in Section 4.15(b).

"Redemption Offer" means the right of the holders Acquiror Common Stock to redeem all or a portion of their shares of Acquiror Common Stock in connection with the Initial Business Combination pursuant to the Certificate of Incorporation.

"Releasee" has the meaning set forth in Section 6.20.

"Repatriation Costs" means the amount of withholding or other Taxes (except for Taxes based on net income) imposed or that would be imposed on the Company or any of its Subsidiaries on the distribution of any Applicable Trapped Cash to the United States, but only to the extent that such withholding Taxes or other Taxes are not reduced by an applicable Tax treaty between the United States and the jurisdiction in which such Subsidiary is resident for applicable Tax purposes.

"Representative" of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

"Restricted Cash" means, as of the applicable Measurement Date, any Cash which the Company or any of its Subsidiaries is prohibited from transferring by applicable Law or pursuant to any regulatory obligation or Contract entered into in the ordinary course of business.

"Restructuring Support Agreement" or "RSA" has the meaning set forth in the recitals to this Agreement.

"Sanctioned Jurisdiction" has the meaning set forth in Section 4.09(c).

"Sanctioned Person" has the meaning set forth in Section 4.09(c).

"SEC" means the United States Securities and Exchange Commission.

"SEC Reports" has the meaning set forth in Section 5.09(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Laws" means the securities laws of state, federal or foreign entity and the rules and regulations promulgated thereunder.

"Service Provider" means any Covered Employee and any director, consultant or independent contractor of any Company Subsidiary as of immediately prior to the Closing.

"Software" means all (a) computer programs, including all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (c) all documentation including user manuals and other training documentation of any of the foregoing.

"Solvent" means (i) the sum of the assets, at a fair valuation, of Acquiror, Study, the Company and their respective subsidiaries, on a consolidated basis, exceeds their debts, (ii) Acquiror, Study, the Company and their respective subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, and do not believe that they will incur, debts beyond their ability to pay such debts as such debts mature in the ordinary course of business and (iii) Acquiror, Study, the Company and their respective subsidiaries do not have an unreasonably small amount of capital for the operation of their business. For purposes of this definition, "debt" means any liability on a claim, and "claim" means any (y) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and (z) any right to an equitable remedy for breach of performance if such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

"Special Meeting" means a meeting of the Acquiror Stockholders to be held for the purpose of approving the Initial Business Combination.

"Sponsor" means Churchill Sponsor II LLC, a Delaware limited liability company.

"Study" means Software Luxembourg Holding S.A. a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg.

"Study Closing" means the closing of the transactions under the Initial Business Combination Agreement

"Subsidiary" of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person, and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control.

"Surviving Company" has the meaning specified in Section 2.01.

"Tax" or "Taxes" means any and all U.S. federal, state, local, non-U.S. and other taxes, (and levies, fees, imposts, duties, and similar governmental charges in the nature of taxes), including income, real property, excise, property, sales or use, goods and services, value added, gross receipts, ad valorem, profits, license, branch, withholding, payroll, employment, unemployment, net worth, capital gains, capital stock, transfer, gains, stamp, social security (or similar), compensation, utility, severance, production, premium, windfall profits, occupation and franchise taxes and customs duties, together with any interest, fines, assessments, penalties and additions to tax imposed by any Taxing Authority in connection therewith or with respect thereto.

"Tax Contest" means any audit, suit, assessment, investigation, or claim, by, or administrative or judicial proceeding with, a Governmental Authority with respect to any Tax.

"Tax Returns" means all returns, reports, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Taxing Authority relating to Taxes, including any schedule or attachment thereto or amendment thereof.

"Taxing Authority" means any federal, state, local or foreign jurisdiction imposing Taxes and the Government Authorities, if any, charged with the collection of such Taxes for such jurisdiction.

"Technology" means, collectively, all technology, designs, procedures, models, discoveries, processes, techniques, ideas, know-how, research and development, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship in any media, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein.

"Third Party Consents" has the meaning set forth in Section 6.05.

"Top Customers" has the meaning set forth in Section 4.18.

"Top Suppliers" has the meaning set forth in Section 4.18.

"Trade Secrets" means confidential and proprietary information and trade secrets, including know how, ideas, methods, techniques, and inventions (whether or not patentable), and customer, vendor, and prospect lists, in each case, to the extent protectable as a "trade secret" under applicable Law.

"Trademarks" means trademarks, service marks, trade names, service names, trade dress, logos and other identifiers of same, including all goodwill associated therewith, and all common law rights, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

"Transaction Agreements" means this Agreement, the Subscription Agreement, the Warrant Agreement, the Restructuring Support Agreement, the Registration Rights Agreement in all material respects in the form attached hereto as Exhibit F, and any other agreements, instruments or documents required to be delivered at the Closing, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

"Transactions" means the transactions contemplated by this Agreement to occur at or immediately prior to the Closing, including the Merger.

"Transfer Taxes" means all sales, use, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT), recording, documentary, filing, permit or authorization, leasing, license, lease, service, service use, severance, franchise, property registration, and similar non-income Taxes, title recording or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto.

"Treasury Regulations" means the regulations promulgated under the Code.

"Trustee" has the meaning set forth in Section 5.06(a).

"Trust Account" has the meaning set forth in Section 5.06(a).

"Trust Agreement" has the meaning set forth in Section 5.06(a).

"Trust Financing" has the meaning set forth in Section 5.06(c).

"Unaudited Financial Statements" has the meaning set forth in Section 4.06(a).

"WARN Act" has the meaning set forth in Section 4.13(k).

"Warrant Agreement" means that certain Warrant Agreement, to be entered into at the Closing, between Acquiror and Continental Stock Transfer & Trust Company, a New York corporation as warrant agent, in the form attached hereto as Exhibit H.

"Works Council Completion" means the completion of the works council information and consultation procedures resulting in a positive advice by such works council in the Netherlands in connection with the New Credit Agreements, relating to the position of Covered Employees and the operations in the Netherlands and in relation to the financial and security obligations of the Dutch Subsidiary to the extent required under applicable Law in the Netherlands.

"Written Consent" has the meaning set forth in the recitals to this Agreement.

1.02 Construction.

(a) Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article", "Section", "Schedule", "Exhibit" and "Annex" refer to the specified Article, Section, Schedule, Exhibit or Annex of or to this Agreement unless otherwise specified; (v) the word "including" means "including without limitation"; and (vi) the word "or" shall be disjunctive but not exclusive.

(b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(e) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(f) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(g) Except as otherwise expressly provided herein, the term "dollars" and the symbol "$" mean United States dollars.

(h) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(i) The phrases "delivered," "provided to," "furnished to," "made available" and phrases of similar import when used herein, unless the context otherwise requires, means that a copy of the information or material referred to has been provided no later than one (1) calendar day prior to the date of this Agreement to the party to which such information or material is to be provided or furnished (i) in the virtual "data room" set up by the Company in connection with this Agreement or (ii) by delivery to such party or its legal counsel via electronic mail or hard copy form.

1.03 Knowledge. As used herein, the phrase "to the knowledge" means the actual knowledge of, in the case of the Company, Brian Holland, William Garrett, Todd Johnstone and Peter Salzer, in the case of Acquiror, Michael Klein, Peter Seibold.

ARTICLE II
THE MERGER; CLOSING

2.01 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company (the "Merger"), with the Company being the surviving corporation (which is sometimes hereinafter referred to for the periods at and after the Effective Time as the "Surviving Company") following the Merger and the separate corporate existence of Merger Sub shall cease. The Merger shall be consummated in accordance with this Agreement and the DGCL and evidenced by a certificate of merger between Merger Sub and the Company (the "Certificate of Merger"), such Merger to be consummated immediately upon filing of the Certificate of Merger or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Certificate of Merger (the "Effective Time").

2.02 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and the DGCL. Without limiting the generality of the foregoing and subject thereto, by virtue of the Merger and without further act or deed, at the Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Company and all of the debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Company.

2.03 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place electronically through the exchange of documents via e-mail or facsimile on the date which is no later than the earlier of (A) five (5) Business Days after the date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) and (B) the Outside Date (provided that all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof)), or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date." Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, on the Closing Date, the Company and Merger Sub shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Sections 251 and 103 of the DGCL.

2.04 Certificate of Incorporation and Bylaws of the Surviving Company.

(a) At the Effective Time, the certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety as set forth on Exhibit B attached hereto, and as so amended, shall be the certificate of incorporation of the Surviving Company, until thereafter supplemented or amended in accordance with its terms and the DGCL.

(b) At the Effective Time, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety as set forth on Exhibit C attached hereto, and as so amended, shall be the bylaws of the Surviving Company, until thereafter supplemented or amended in accordance with its terms, the Surviving Company's certificate of incorporation and the DGCL.

2.05 Directors and Officers of the Surviving Company.

(a) The Company shall take all necessary action prior to the Effective Time such that (i) each director of the Company in office immediately prior to the Effective Time shall cease to be a director immediately following the Effective Time (including by causing each such director to tender an irrevocable resignation as a director, effective as of the Effective Time) and (ii) each person set forth on Schedule 2.05 shall be appointed to the Board of Directors of the Surviving Company, effective as of immediately following the Effective Time, and, as of such time, shall be the only directors of the Surviving Company (including by causing the Company Board to adopt resolutions prior to the Effective Time that expand or decrease the size of the Company Board, as necessary, and appoint such persons to the vacancies resulting from the incumbent directors' respective resignations or, if applicable, the newly created directorships upon any expansion of the size of the Company Board). Each person appointed as a director of the Surviving Company pursuant to the preceding sentence shall remain in office as a director of the Surviving Company until his or her successor is elected and qualified or until his or her earlier resignation or removal.

(b) Persons constituting the officers of the Company prior to the Effective Time shall continue to be the officers of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly appointed.

2.06 Closing Deliverables. At the Closing:

(a) the Company shall deliver or cause to be delivered to Acquiror the following:

(i) the officer's certificate required to be delivered pursuant toSection 9.03(a)(vi);

(ii) duly executed counterparts of all Company Transaction Agreements, to the extent not previously delivered to Acquiror;

(iii) a certificate that complies with Section 1445 of the Code and Section 1.1445-2(c)(3) of the Treasury Regulations promulgated thereunder, dated as of the Closing Date, certifying that the Company Shares are not a United States real property interest or a certificate of non-foreign status that complies with Section 1.1445-2(b)(2) (as applicable); provided that Acquiror's sole right or remedy if the Company fails to provide such certificate shall be to make an appropriate withholding under the Code; and

(iv) such other documents, instruments and certificates as Acquiror may reasonably request in order to the consummate the Transactions.

(b) Acquiror shall:

(i) deliver or cause to be delivered to the Company the following:

(1) the officer's certificate required to be delivered to the Company pursuant to Section 9.02(a)(v);

(2) duly executed counterparts of all Acquiror Transaction Agreements, to the extent not previously delivered to the Company;

(3) such other documents, instruments and certificates as the Company may reasonably request; and

(ii) pay or cause to be paid the Repaid Debt Amount in accordance with Section 6.09(d); and

(iii) use reasonable best efforts in accordance with Section 6.09(c) to cause the New Term Loans to be issued on the Closing Date, in accordance with the requirements of the Restructuring Support Agreement.

ARTICLE III
EFFECTS OF THE MERGER

3.01 Effect on Capital Stock. Subject to the provisions of this Agreement:

(a) at the Effective Time, by virtue of the Merger and without any action on the part of any Acquiror Stockholder, all shares of Company Shares that are issued and outstanding immediately prior to the Effective Time, shall thereupon be converted into the right to receive 6,000,000 Consideration Warrants (such warrants, the "Merger Consideration"); provided, if the Subscription Agreement is terminated in accordance with its terms prior to the Closing Date, then the Merger Consideration shall be 5,000,000 Consideration Warrants. Following the conversion of the shares of Company Shares into the right to receive the Merger Consideration pursuant to this Section 3.01(a), all of the shares of Company Shares so converted shall no longer be outstanding and shall cease to exist, and the Company Stockholder shall thereafter cease to have any rights with respect to such securities, except the right to receive the Merger Consideration.

(b) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock, par value $0.00001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall thereupon be converted into and become one (1) validly issued fully paid and non-assessable share of common stock, par value $0.00001 per share, of the Surviving Company and all such shares shall constitute the only outstanding shares of capital stock of the Surviving Company as of immediately following the Effective Time; and

(c) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, (i) each share of Company Shares held in the treasury of the Company immediately prior to the Effective Time and (ii) any other equity securities of the Company (other than Company Shares) shall be cancelled without any conversion thereof and no payment or distribution shall be made with respect thereto.

3.02 Delivery of Merger Consideration.

(a) As a condition to the delivery of the Merger Consideration by Acquiror to the Company Stockholder the Company Stockholder shall be required to deliver to Acquiror a letter of transmittal substantially in the form of Exhibit D hereto, with such changes as may be required byAcquiror and reasonably acceptable to the Company Stockholder (the "Letter of Transmittal"), which shall (i) have customary representations and warranties as to title, authorization, execution and delivery and (ii) specify that delivery shall be effected, and risk of loss and title to the shares of Company Shares shall pass, only upon delivery of the shares of Company Shares to Acquiror (including all certificates representing shares of Company Shares (each, a "Company Certificate" and, collectively, the "Company Certificates"), to the extent such shares of Company Shares are certificated), together with instructions thereto.

(b) Immediately following receipt of a Letter of Transmittal (accompanied with all Company Certificates representing shares of Company Shares, to the extent such shares of Company Shares are certificated), duly, completely and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by Acquiror, the Company Stockholder shall be entitled to receive in exchange therefor at (and subject to) the Closing, the Merger Consideration, which shall be delivered in book entry form in the name of Company Stockholder (or its nominee in accordance with Company Stockholder's delivery instructions or to a custodian designated by Company Stockholder in each case, as set forth in the Letter of Transmittal). Until surrendered as contemplated by this Section 3.02(b), the shares of Company Shares shall be deemed at any time from and after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration which the Company Stockholder was entitled to receive in respect of such shares pursuant to this Section 3.02(b).

3.03 Lost Certificate. In the event any Company Certificate has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Company Certificate to be lost, stolen or destroyed and, if required by Acquiror, the provision by the Company Stockholder of a customary indemnity against any claim that may be made against Acquiror with respect to such Company Certificate, then Acquiror shall issue in exchange for such lost, stolen or destroyed Company Certificate the Merger Consideration deliverable in respect thereof as determined in accordance with this Article III.

3.04 Withholding. Each of Acquiror, Merger Sub, the Company, the Surviving Company and their respective Affiliates shall be entitled to deduct and withhold from any amounts otherwise deliverable or payable under this Agreement such amounts that any such Persons are required to deduct and withhold with respect to any of the deliveries and payments contemplated by this Agreement under the Code or any other applicable Law; provided, that Acquiror, Merger Sub, the Company, the Surviving Company and their respective Affiliates, as applicable, shall use commercially reasonable efforts to provide the Company with a written notice of such Person's intention to withhold at least ten (10) Business Days prior to any such withholding and shall reasonably cooperate with the applicable payee to minimize any such withholding. To the extent that Acquiror, Merger Sub, the Company, the Surviving Company or their respective Affiliates withholds such amounts with respect to any Person and properly remits such withheld amounts to the applicable Governmental Authority, such withheld amounts shall be treated as having been paid to or on behalf of such Person for all purposes. In the case of any such payment payable to employees of the Company or its Affiliates in connection with the Merger treated as compensation, the parties shall cooperate to pay such amounts through the Company's or its Subsidiary's payroll to facilitate applicable withholding.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Schedules to this Agreement (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant if specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent), the Company represents and warrants to Acquiror and Merger Sub as follows:

4.01 Organization and Authority. The Company is a corporation organized under the laws of the State of Delaware and has all necessary power to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Company Transaction Agreements (subject to the approvals described in Section 4.04 and Section 4.05). Other than the receipt of the Written Consent, the execution and delivery by the Company of the Company Transaction Agreements and the consummation by the Company of the Transactions have been duly authorized by all requisite action on the part of the Company. The execution, delivery and performance of the Transaction Agreements and the consummation of the Transactions have been duly, validly authorized and approved by the Company Board. This Agreement has been, and upon execution and delivery, the other Company Transaction Agreements will be, duly executed and delivered by the Company. Assuming due authorization, execution and delivery by Acquiror, this Agreement constitutes, and upon execution and delivery, the other Company Transaction Agreements will constitute, legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Bankruptcy and Equity Exception. The Written Consent is effective and enforceable in accordance with its terms and is the only approval, consent or action required to be taken by the holders of Company Shares in connection with the Transactions.

4.02 Formation and Qualification of the Company Subsidiaries. Each Company Subsidiary is a corporation or other organization duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to own, lease or operate its assets and properties and to operate its business as now conducted. Each Company Subsidiary is duly licensed or qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so licensed, qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.03 Capital Structure of the Company and the Company Subsidiaries.

(a) The authorized capital stock or other equity interests (if applicable) and the ownership of the issued and outstanding shares or other equity interests of the Company are set forth on Schedule 4.03(a). The Company Stockholder owns (of record and beneficially) all of the issued and outstanding shares of the Company and there are no other shares or other equity interests of the Company issued or outstanding. All of the Company Shares have been duly authorized and validly issued, are fully paid and nonassessable, were issued in compliance in all material respects with applicable Securities Laws, were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights and are fully vested. There are no (a) subscriptions, calls, options, warrants, redemption or repurchase rights or rights of conversion or other similar rights, agreements, arrangements or commitments obligating the Company to issue or sell any shares of its capital stock, other equity interests, debt securities or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement and (b) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in the Company. There are no outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company Stockholder may vote. There are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the Company Shares.

(b) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Subsidiary of the Company is set forth on Schedule 4.03(b). Except as set forth on Schedule 4.03(b), one or more of the Company and/or the Company Subsidiaries own all of the outstanding capital stock or other equity interests of each Company Subsidiary, free and clear of all Liens, except (i) any Lien arising out of, under or in connection with the Securities Act or any other applicable Securities Laws or (ii) any Lien arising out of, under or in connection with this Agreement or any other Transaction Agreement. All outstanding shares or other equity interests of each Company Subsidiary reflected as owned by one or more of the Company and/or other Company Subsidiaries on Schedule 4.03(b) have been duly authorized and validly issued in compliance in all material respects with applicable Law, are fully vested and paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. There are no (A) subscriptions, calls, options, warrants, redemption or repurchase rights or rights of conversion or other rights, agreements, arrangements or commitments obligating any Company Subsidiary to issue or sell any of its shares, other equity interests, debt securities or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement and (B) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in any Company Subsidiary. There are no outstanding bonds, debentures, notes or other indebtedness of any of the Company Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the stockholders of any Company Subsidiary may vote. There are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of any Company Subsidiary.

(c) Except for (i) the Company's or the Company Subsidiaries' ownership interest in such Company Subsidiaries and (ii) Global Knowledge Holdings B.V.'s ownership of 38 shares of AC International AB, neither the Company nor the Company Subsidiaries own any capital stock or any other equity interests in any other Person or has any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any shares of the capital stock or other equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other equity interests, of such Person.

4.04 No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.04 or described in Section 4.05 have been obtained or satisfied, except as otherwise provided in this Agreement, the execution, delivery and performance by the Company of the Company Transaction Agreements do not and will not:

(a) violate, conflict with, or result in the breach of, the certificate or articles of incorporation, articles of association or bylaws (as applicable) or similar organizational documents of the Company or any of the Company Subsidiaries;

(b) violate or conflict with, any Law, Permit or Order applicable to the Company or any of the Company Subsidiaries, or any of their respective properties or assets, except for such violations or conflicts that would not be reasonably likely to, individually or in the aggregate, result in a Material Adverse Effect; or

(c) violate, conflict with, result in a breach of or the loss of any benefit under, constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under or result in the termination or acceleration of or give rise to any right to adversely modify, terminate, accelerate or cancel, or result in a loss of a material benefit under or result in the creation of any Lien on any assets, equity interests or properties (including Intellectual Property) of the Company or any of the Company Subsidiaries pursuant to, any Material Contract or material Real Property Lease, except as would not be reasonably likely to, individually or in the aggregate, result in a Material Adverse Effect.

4.05 Consents and Approvals. The execution, delivery and performance by the Company of the Company Transaction Agreements and the consummation of the Transactions do not and will not require any Consent, waiver, or other action by, or any filing with or notification to, any Governmental Authority by the Company or any of its Subsidiaries, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the failure to obtain such Consent or waiver, or to take such action or make such filing or notification would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (c) in connection with the Works Council Completions or (d) a filing of the Certificate of Merger in accordance with the DGCL.

4.06 Financial Information; Absence of Undisclosed Liabilities.

(a) Attached as Schedule 4.06(a) are (a) the audited consolidated balance sheets of GK Holdings, Inc. and its Subsidiaries as of September 29, 2017, as of September 28, 2018 and as of September 27, 2019 and the audited consolidated or combined income (loss) statements, statements of comprehensive income (loss), changes in equity and cash flows of the GK Holdings, Inc. and its Subsidiaries for the fiscal years ended on such dates, together with the auditor's reports thereon (the "Audited Financial Statements") and (b) the unaudited condensed consolidated balance sheet of GK Holdings, Inc. and its Subsidiaries as of June 26, 2020 and the unaudited condensed consolidated income statement in each case presented in the management accounts of GK Holdings, Inc. and its Subsidiaries for the nine-month interim period ended June 26, 2020 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements present fairly, in all material respects, the consolidated financial position, results of operations and income (loss) (and, with respect to the Audited Financial Statements only, changes in equity and cash flows) of GK Holdings, Inc. and its Subsidiaries as of the dates and for the periods indicated in such Financial Statements in conformity with GAAP (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and other presentation items and normal year-end adjustments and other deviations consistent with the preparation of management accounts) and were derived from, and accurately reflect in all material respects, the books and records of the Company and the Company Subsidiaries. Other than the Audited Financial Statements, there are no audited financial statements (including any audited consolidated balance sheets, income (loss) statements, statements of comprehensive income (loss), changes in equity and cash flows) for GK Holdings, Inc. or any of its Subsidiaries (other than audited financial statements of certain Subsidiaries of GK Holdings Inc. prepared pursuant to applicable Law) with respect to fiscal years 2017, 2018 and 2019.

(b) There is no material liability, debt or obligation against the Company or the Company Subsidiaries that would be required to be set forth or reserved for on a balance sheet of the Company and the Company Subsidiaries (and the notes thereto) prepared in accordance with GAAP consistently applied and in accordance with past practice, except for liabilities and obligations: (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto; (b) that have arisen since the date of the most recent balance sheet included in the Unaudited Financial Statements in the ordinary course of the operation of business of the Company and the Company Subsidiaries; (c) disclosed in the Company Disclosure Schedules; (d) arising under this Agreement and the Transaction Agreements and/or the performance by the Company of its obligations hereunder and thereunder; or (e) arising, directly or indirectly, in connection with the COVID-19 or SARS CoV-2 virus (or any mutation or variation thereof or related health condition) (including any COVID-19 Response); or (f) that would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole.

4.07 Absence of Certain Changes or Events.

(a) Except (A) as contemplated by the Transaction Agreements or in connection with the negotiation and execution of the Transaction Agreements or the consummation of the Transactions and (B) any events of default under the Existing Credit Agreements otherwise subject to a valid forbearance and the negotiation, execution and implementation of the Existing Forbearances, and, excluding any material actions, activities or conduct of the Business taken to mitigate, remedy, respond to or otherwise address the effects or impact of the COVID-19 pandemic on the Business, including any COVID-19 Responses to the extent permitted pursuant to the terms of this Agreement, since June 26, 2020 through the Agreement Date (i) the Business has been conducted in all material respects in the ordinary course and (ii) neither the Company nor any Company Subsidiaries have taken any action that (a) would require the consent of the Acquiror pursuant to Section 6.01 if such action had been taken after the Agreement Date and (b) is material to the Company and the Company Subsidiaries, taken as a whole.

(b) Since June 26, 2020, there has not been, individually or in the aggregate, a Material Adverse Effect.

4.08 Absence of Litigation. As of the Agreement Date, no Actions (including unsatisfied judgements and open injunctions) are pending or, to the knowledge of the Company, threatened against the Company or the Company Subsidiaries that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or would prevent or materially impair or delay the ability of the Company to consummate the Transactions. None of the Company or the Company Subsidiaries or any property, asset or Business of the Company or the Company Subsidiaries is subject to any Order or, to the knowledge of the Company, any continuing investigation by any Governmental Authority, in each case, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effec.

4.09 Compliance with Laws.

(a) None of the Company or the Company Subsidiaries is, or has been since January 31, 2018, in violation of any Laws or Orders applicable to the conduct of the Business, except where the failure to be in compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor the Company Subsidiaries has received any written notice of or been charged with the violation of any Laws, except where such violation would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Since January 31, 2017, (i) there has been no action taken by the Companyor the Company Subsidiaries, nor, any officer, director, manager, employee, or to the knowledge of the Company, any agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, acting on behalf of or in connection with the Company or any of the Company Subsidiaries, in violation of any applicable Anti-Corruption Law, (ii) none of the Company orany Company Subsidiary, nor any officer, director, manager, employee, or to the knowledge of the Company, any agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (iii) none of the Company or any Company Subsidiary has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Law and (iv) none of the Company or any Company Subsidiary has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law. The Company and each Company Subsidiary have implemented and maintains effective internal controls reasonably designed to prevent and detect violations of all applicable Anti-Corruption Laws; and the Company and each Company Subsidiary have recorded and maintained accurate books and records, including appropriate and lawful supporting documentation.

(c) Neither the Company nor any Company Subsidiaries or any of their respective officers, managers, or employees, or, to the knowledge of the Company, any of their consultants, representatives, agents or Affiliates, is (i) a person that is designated on, or is owned or controlled by a person that is designated on any list of sanctioned parties maintained by the United States, Canada, the United Kingdom, or the European Union, including the list of Specially Designated Nationals and Blocked Persons maintained by OFAC (a "Sanctioned Person"); or (ii) located or organized in a country or territory that is or whose government is, or has been in the past five (5) years, the target of comprehensive sanctions imposed by the United States, Canada, European Union or United Kingdom (including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimean region of the Ukraine) (a "Sanctioned Jurisdiction").

(d) Since January 31, 2017, except as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect: (i) there has been no action taken by the Company or the Company Subsidiaries, or, to the knowledge of the Company, any officer, director, manager, employee, agent, representative or sales intermediary of the Company or the Company Subsidiaries, in each case, acting on behalf of the Company or any of the Company Subsidiaries in violation of International Trade Laws; (ii) none of the Company or any Company Subsidiary have been convicted of violating any International Trade Law or subjected to any investigation by a Governmental Authority for violation of any applicable International Trade Law, (iii) none of the Company or any Company Subsidiary have conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Law and (iv) none of the Company or any Company Subsidiary have received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable International Trade Law.

4.10 Intellectual Property.

(a) Schedule 4.10(a) sets forth a list, as of the Agreement Date, of all material Business Registrable IP. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the operation of the Business, taken as a whole, (i) all applicable registration, maintenance and renewal fees currently due in connection with such Business Registrable IP have been made, (ii) all applicable documents, recordations and certificates in connection with such Business Registrable IP have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting or maintaining such Business Registrable IP and (iii) no interference, opposition, reissue, reexamination or other similar proceeding is pending in which any such Business Registrable IP is being contested or challenged.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the operation of the Business, (i) the Company and the Company Subsidiaries collectively own, and have good and valid title to, all Business Intellectual Property (free and clear of all Liens, except for Permitted Liens), (ii) none of the Business Intellectual Property is subject to any Action or outstanding Order materially restricting the use, distribution, transfer or licensing thereof by the Company or the Company Subsidiaries, (iii) neither this Agreement nor the Transactions will cause the forfeiture or termination of any Business Intellectual Property, and (iv) each of the Company and the Company Subsidiaries has taken commercially reasonable steps to enforce, protect and maintain each item of Business Intellectual Property.

(c) As of the Agreement Date, the operation of the Business by the Company and the Company Subsidiaries as it is conducted on the Agreement Date does not infringe upon or misappropriate the Intellectual Property of any third party in a manner that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) To the knowledge of the Company, as of the Agreement Date, no Person is infringing or misappropriating any Business Intellectual Property, except for any such infringements or misappropriations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) As of the Agreement Date, none of the Company or the Company Subsidiaries have received any written claim or notice from any Person since January 31, 2019 alleging that the operation of the Business by the Company or the Company Subsidiaries infringes upon or misappropriates any Intellectual Property of any third party, in each case, which, if proven or established, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the Agreement Date, there are no Actions pending or, to the knowledge of the Company, threatened against the Company or the Company Subsidiaries alleging that the operation of the Business as presently conducted by the Company or the Company Subsidiaries infringes upon or misappropriates any Intellectual Property of any third party, in each case, which, if proven or established, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, to the knowledge of the Company, since January 31, 2019, no Person has gained unauthorized access to or made any unauthorized use of any Personal Data collected, used, processed, or stored by either the Company or the Company Subsidiaries. Each of the Company and the Company Subsidiaries has commercially reasonable security measures in place to protect Personal Data collected, used, processed, or stored in its computer systems from unlawful or improper access or use by any third party or any other access or use by a third party that would violate its contractual obligations or privacy policies. As of the Agreement Date, no Actions are pending or, to the knowledge of the Company, threatened against the Company or the Company Subsidiaries with respect to the collection, use, processing, or storage of Personal Data.

(g) The Company and the Company Subsidiaries take commercially reasonable steps to maintain the confidentiality of all material Trade Secrets included in the Business Intellectual Property. To the knowledge of the Company, since January 31, 2019, there has been no unauthorized use by any Person of any such material Trade Secrets, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) To the knowledge of the Company, each of the Company and the Company Subsidiaries has, since January 31, 2019, complied with (i) all applicable Laws relating to the use, processing, storage, protection, privacy and security of Personal Data, including the EU General Data Protection Regulation 2016/697, the California Consumer Protection Act, and applicable data breach notification laws, (ii) comply with their respective publicly published privacy policies and contractual obligations with respect to Personal Data, and (iii) to the knowledge of the Company, the Transaction will not violate any such Laws, policies, or obligations, except, in each case of (i) – (iii), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and the Company Subsidiaries have not disclosed, and are not aware of any disclosure by any third party of, the source code of Software owned by the Company or any Company Subsidiary to any third party. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and the Company Subsidiaries (i) have not used any Open Source Software in a manner that would (A) require disclosure or distribution of any Software included in the Business Technology in source code form, (B) require the licensing of any Software included in the Business Technology for the purpose of making derivative works thereof or (C) impose any material restriction on the consideration to be charged for the distribution of any Software included in the Business Technology and (ii) are in compliance with the applicable licenses for any such Open Source Software. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, all Software owned by the Company and the Company Subsidiaries is operative for its intended purpose free of any material defects or deficiencies and does not contain any virus or other software routines or hardware components designed to permit unauthorized access or to disable, erase or otherwise harm such Software, hardware or data.

(j) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) since January 31, 2019, there have been no failures, breakdowns, breaches, outages or unavailability of the hardware, firmware, networks, platforms, servers, interfaces, applications, web sites and related systems primarily used in the Business and included in the Business (collectively, the "Business Information Systems"), (ii) the Company and the Company Subsidiaries have taken commercially reasonable steps to ensure that, except as may have been created, stored or used in connection with the development, testing or validation of the products and services of its business, the Business Information Systems are free from any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," or "virus" (as these terms are commonly used in the computer software industry) or other software routines or hardware components intentionally designed to permit unauthorized access, to disable or erase software, hardware or data or to perform any other similar type of unauthorized activities, including by the use of antivirus software with the intention of protecting the Business Information Systems from becoming infecting by viruses and other harmful code and (iii) the Company and the Company Subsidiaries have implemented reasonable backup, security and disaster recovery technology and business continuity procedures consistent with industry practices.

(k) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 4.10 are the sole and exclusive representations and warranties made pertaining or relating to Intellectual Property, Personal Data and the subject matters set forth in this Section 4.10.

4.11 Environmental Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) each of the Company and the Company Subsidiaries is, and has been during the last three (3) years, in compliance with Environmental Laws, including those Environmental Permits necessary to operate the Business;

(ii) to the knowledge of the Company, neither the Company nor any Company Subsidiary has released any Hazardous Materials at, in, on or under any Leased Real Property or at any other location except as would not reasonably be expected to require investigation or remediation by the Company or any Company Subsidiary pursuant to Environmental Laws;

(iii) neither the Company nor the Company Subsidiaries is subject to any current Order relating to any non-compliance with Environmental Laws or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials; and

(iv) there are no Actions pending or, to the knowledge of the Company, threatened in writing, against the Company or any of the Company Subsidiaries alleging that any either the Company or any Company Subsidiary is violating, or responsible for a Liability under, any Environmental Law, in each case with respect to the Business, the Company or the Company Subsidiaries.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 4.11 are the sole and exclusive representations and warranties of the Company pertaining or relating to any environmental matters, including those related to Environmental Laws, Environmental Permits or Hazardous Materials.

4.12 Material Contracts.

(a) Schedule 4.12 lists the following Contracts (other than (x) purchase orders, (y) Real Property Leases and (z) the Existing Debt Agreements and Existing Forbearances and agreements relating thereto), which are Contracts to which one or more of the Company or the Company Subsidiaries is a party that is in effect on the Agreement Date (collectively, together with the Real Property Leases, the Existing Debt Agreements, Existing Forbearances and the Restructuring Support Agreement, the "Material Contracts"):

(i) Contracts which restrict in any material respect or contain any material limitations on the ability of the Company or the Company Subsidiaries to compete in any material line of business in any geographical territory;

(ii) Contracts, other than Employee Plans, with the Chief Executive Officer of the Business and any employee who reports directly to the Chief Executive Officer;

(iii) Contracts to sell (including an assignment to a third party with respect to Leased Real Property) or otherwise dispose (other than a license or sublicense) of any material asset of the Company or any Company Subsidiary, other than in the ordinary course of business, which Contracts have obligations that have not been satisfied or performed;

(iv) Contracts relating to the acquisition or disposition by the Company or any Company Subsidiary of any operating business, business organization, division or the capital stock of any Person, in each case, for consideration in excess of $500,000 and which acquisition or disposition is pending or was consummated within the last four (4) years;

(v) Contracts with outstanding obligations for the purchase of personal property, fixed assets or real estate having a value individually, with respect to all purchases thereunder, in excess of $100,000 or, together with all related Contracts, in excess of $500,000, in each case, other than purchases in the ordinary course of business consistent with past practices;

(vi) Contracts relating to creating, incurring, assuming or guaranteeing Debt, making any loans or extending credit (other than to customers in the ordinary course of business), granting a Lien on assets, whether tangible or intangible, to secure Debt, in each case, involving amounts in excess of $500,000;

(vii) Contracts, other than the Employee Plans, with the Top Customers and Top Suppliers;

(viii) Contracts pursuant to which a third party has granted to the Company or any Company Subsidiary a license under, or a covenant not to sue in respect of, Intellectual Property that is material to the Business, other than (A) agreements relating to commercially available off the shelf computer software; (B) licenses granted by suppliers, vendors or other service providers in the ordinary course of business; and (C) licenses granted by customers and technology partners in the ordinary course of business;

(ix) Contracts pursuant to which the Company or any Company Subsidiary has granted to any Person a license under, or a covenant not to sue in respect of, material Business Intellectual Property, other than (A) intercompany licenses between the Company or the Company Subsidiaries and (B) licenses granted to customers and technology partners in the ordinary course of business;

(x) Contracts between the Company or any of the Company Subsidiaries, on the one hand, and the Company Stockholder, on the other hand, that will not be terminated at or prior to the Closing;

(xi) Contracts establishing any joint venture, partnership or strategic alliance that is material to the Business taken as a whole;

(xii) material settlements or other arrangements entered into during the two (2)-year period ending on the Agreement Date with respect to any Action; and

(xiii) Contracts (excluding Contracts with advisors of the Company and the Company Subsidiaries in connection with the Transactions) which have not been made in the ordinary course of business and which have not been disclosed pursuant to any other clause under this Section 4.12 and have resulted in, or are expected to result in, revenue or require expenditures in excess of $500,000 in the twelve (12) month period ending on October 2, 2020 or any subsequent calendar year.

(b) Each Material Contract is in full force and effect and represents the legal, valid and binding obligation of the Company or the Company Subsidiary(ies) party thereto, as the case may be, and, to the knowledge of the Company, each other party to such Material Contract, and is enforceable against the Company or the applicable Company Subsidiary, as the case may be, and, to the knowledge of the Company, each other party to such Material Contract, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception.

(c) Neither the Company nor any Company Subsidiary has delivered any notice of any default or event that with notice or lapse of time or both would constitute a default by a third party under any Material Contract, except for defaults that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Since January 31, 2020, neither the Company nor any Company Subsidiary has received any written or oral claim or notice of material breach of or material default under any Material Contract.

(e) To the knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any Material Contract by the Company or any Company Subsidiary.

(f) Since January 31, 2020, neither the Company nor any Company Subsidiary has received written notice from athird party under any Material Contract that such party intends to terminate or not renew any such Material Contract.

4.13 Employment and Employee Benefits Matters.

(a) Schedule 4.13 lists, as of the Agreement Date, all material Employee Plans. With respect to each material Employee Plan (x) that is sponsored or maintained solely for the benefit of the Company's employees who reside and work in the United States, the Company has previously made available to Acquiror and (y) that is sponsored or maintained solely for the benefit of the Company's employees who reside and work outside of the United States, the Company will make available to Acquiror within ten business days following the date hereof a true and complete copy of the following documents, to the extent applicable: (i) any written plan documents and all amendments thereto (or a written description of the material terms (if not in writing), (ii) the most recent summary plan descriptions, (iii) the most recent Forms 5500 and all schedules thereto, (iv) the most recent actuarial report, (v) the most recent IRS determination letter (or, if applicable, advisory or opinion letter) and (vi) all material non-routine correspondence to or from any Government Authority received in the last year with respect to any such Employee Plan.

(b) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an advisory or opinion letter, from the IRS and, to the knowledge of the Company, no facts or circumstances exist that would reasonably be expected to cause the IRS to revoke such letter.

(c) No Employee Plan is (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA or (ii) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA).

(d) Each Employee Plan has been operated in accordance with its terms and the requirements of ERISA and all applicable Laws, in all material respects.

(e) No material Actions are pending or, to the knowledge of the Company, threatened in writing from any Governmental Authority in connection with any Employee Plan (other than routine benefit claims), that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) No Employee Plan provides benefits or coverage in the nature of health or life insurance following retirement or other termination of employment, other than coverage or benefits required to be provided under Part 9 of Subtitle B of Title I of ERISA or Section 4980B of the Code, or any other applicable Law.

(g) The consummation of the Transactions will not, either alone or in combination with another event, (i) accelerate the time of payment or vesting, (ii) materially increase the amount of compensation or benefits due under any Employee Plan or (iii) result in any "disqualified individual" receiving any payment that would be characterized as an "excess parachute payment" (each such term as defined in Section 280G of the Code).

(h) Each of the Company and the Company Subsidiaries are in compliance in all material respects with all applicable Laws with respect to employment and employment practices, including all Laws relating to wages, hours, employment discrimination, workers' compensation, the Fair Labor Standards Act of 1938, as amended, and comparable state or local wage and hour Laws (collectively, "FLSA"), classification of employees and independent contractors, harassment and retaliation. There are no material Actions pending against either the Company or the Company Subsidiaries brought by a Service Provider, or to the knowledge of the Company, threatened by, such Service Provider, challenging his or her status as an employee, partner, or independent contractor or making a claim for additional compensation or any benefits under any Employee Plan or otherwise.

(i) With respect to the Covered Employees, there are no (i) strikes, work stoppages, work slowdowns or lockouts pending, or, to the knowledge of the Company, threatened against the Company, the Company Subsidiaries, or their respective Affiliates, or (ii) unfair labor practice charges, grievances or complaints pending, or, to the knowledge of the Company, threatened by or on behalf of any Covered Employee, except in each case as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) No Covered Employee is represented by a labor union with respect to such employee's employment with the Company or the Company Subsidiaries and neither the Company nor the Company Subsidiaries is a party to, or otherwise subject to, any collective bargaining agreement or other similar labor union Contract, and, to the knowledge of the Company, there is no organizational activity being made or threatened in writing by or on behalf of any labor union with respect to any Covered Employee.

(k) Neither the Company nor the Company Subsidiaries has incurred any Liability or notice obligation under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder or any similar state or local Law (the "WARN Act") that remains unsatisfied. Within the three (3) month period prior to the Agreement Date, there have not been any plant closing or mass layoff, or term of similar import within the meaning of the WARN Act.

(l) Since January 31, 2018, (i) no allegations of sexual harassment or other sexual misconduct have been made against any Covered Employee with the title of vice president or above, and (ii) there are no actions, suits, investigations or other Actions pending or, to knowledge of the Company, threatened related to any allegations of sexual harassment or other sexual misconduct by any Covered Employee with the title of vice president or above. Since January 31, 2018, neither the Company nor any Company Subsidiary has entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any Covered Employee with the title of vice president or above.

(m) Except as would not reasonably be expected to cause a Material Adverse Effect, with respect to each Foreign Plan, (i) all employer and employee contributions to each Foreign Plan required by applicable Law or by the terms of such Foreign Plan have been made, or, if applicable, accrued in accordance with applicable accounting practices; (ii) if required by applicable Law to be funded, book-reserved or secured by an Insurance Policy, is funded, book-reserved or secured by an Insurance Policy, as applicable, based on reasonable actuarial assumptions in accordance with applicable accounting principles, (iii) if intended to qualify for special Tax treatment, such Foreign Plan meets all applicable requirements to qualify for such treatment, (iv) if intended to be filed, registered or approved by a competent Governmental Authority, has been duly and timely filed, registered or approved, as applicable; and (v) such Foreign Plan has been maintained in compliance with all applicable Laws.

(n) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this 4.13 are the sole and exclusive representations and warranties made regarding Covered Employees, Employee Plans, Employee Plans or other employment or employee benefits matters.

4.14 Taxes.

(a) The Company and the Company Subsidiaries have timely filed all income and other material Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns. All material amounts of Taxes owed by the Company and the Company Subsidiaries, whether or not shown on such Tax Returns, have been paid or properly accrued for on the applicable Financial Statements.

(b) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes due from the Company or the Company Subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.

(c) No Tax Contest is pending or threatened in writing with respect to any material Taxes due from or with respect to the Company or the Company Subsidiaries, no material deficiencies for any Taxes have been assessed in writing by a Taxing Authority against the Company or any Company Subsidiary that have not been have been fully and timely paid, settled or properly reflected in the applicable Financial Statements, and no claim in writing has been made by any Taxing Authority in a jurisdiction where the Company or the Company Subsidiaries do not file Tax Returns that the Company or any of the Company Subsidiaries is or may be subject to taxation by that jurisdiction.

(d) The Company and the Company Subsidiaries have complied in all material respects with all applicable withholding and remitting obligations for Taxes required to have been withheld in connection with amounts paid to any employees, independent contractors, creditors, stockholders and third parties and have complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(e) To the knowledge of the Company, neither the Company nor any Company Subsidiary has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

(f) Neither the Company nor any Company Subsidiary has taken any reporting position with respect to a material amount of Taxes on an income Tax Return, which reporting position (A) if not sustained would be reasonably likely, absent disclosure, to give rise to a penalty for substantial understatement of federal income Tax under Section 6662 of the Code (or any similar provision of state, local, or non-U.S. Tax law), and (B) has not adequately been disclosed on such Tax Return in accordance with Section 6662(d)(2)(B) of the Code (or any similar provision of state, local, or non-U.S. Tax law).

(g) Neither the Company nor any Company Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of material Taxes, or any similar agreement, contract or arrangement (other than any customary commercial agreement, contract or arrangement not primarily related to Taxes), or has any liability for material Taxes of any Person (other than members of the affiliated group, within the meaning of Section 1504(a) of the Code, filing consolidated federal income Tax returns of which Albert DE Holdings, Inc., a Delaware corporation, is the common parent) under Treasury Regulation Section 1.1502-6 or similar provision of state, local or non-U.S. Tax law, or as a transferee or successor.

(h) Neither the Company nor any Company Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of shares qualifying for tax-free treatment under Section 355 of the Code in the two (2) years prior to the Agreement Date.

(i) Neither the Company nor any Company Subsidiary will be required to include in a taxable period ending after the Closing Date material taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date) as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code or comparable provisions of state, local or non-U.S. Tax law.

(j) Neither the Company nor any Company Subsidiary has executed or entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or non-U.S. Tax law, and neither the Company nor any Company Subsidiary is subject to any private letter ruling of the IRS or comparable ruling of any other Taxing Authority.

(k) Neither the Company nor any Company Subsidiary has made any election pursuant to Section 965(h) of the Code.

(l) None of Acquiror, the Company, any Company Subsidiary or any of their respective Affiliates will be required to include any amount in taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any income accrued, transactions effected or investments made prior to the Closing that result in taxable income pursuant to Section 951A or Section 951 of the Code.

(m) (i) Neither the Company nor the Company Subsidiaries has deferred any material "applicable employment taxes" under Section 2302 of the CARES Act and (ii) the Company and the Company Subsidiaries have properly complied in all material respects with all requirements for obtaining for all material credits received under Sections 7001 through 7005 of the FFCRA and Section 2301 of the CARES Act.

(n) Nothing in this Section 4.14 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, or Tax credit carryover or other Tax attribute or asset or (ii) any Tax positions that Acquiror or any of its respective representatives or Affiliates (including the Company Subsidiaries) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

(o) The representations and warranties in this Section 4.14 and Section 4.13, to the extent related to Taxes, and this Section 4.14 and Section 4.13 constitute the sole and exclusive representations and warranties of the Company with respect to Taxes, and no other representation or warranty contained in any other Section of this Agreement shall apply to any Tax matters, and no other representation or warranty, express or implied, is being made with respect thereto.

4.15 Real Property.

(a) Neither the Company nor the Company Subsidiaries owns any real property.

(b) All leases, subleases and licenses (including any amendments, renewals and guaranties with respect thereto) under which the Company or the Company Subsidiaries are a lessee, sublessee or licensee (the "Real Property Leases") are in full force and effect and are enforceable as against the Company or such Company Subsidiary, and to the knowledge of the Company, as against any other counterparty thereto, in all material respects, in accordance with their respective terms, subject to the Bankruptcy and Equity Exception, and, to the knowledge of the Company no written notices of material default under any Real Property Lease have been sent or received by the Company or the Company Subsidiaries within the twelve (12)-month period ending on the Agreement Date. True, correct and complete copies of the Real Property Leases have been made available to Acquiror.

(c) To the knowledge of the Company, neither the Company nor the Company Subsidiaries has received any written notice from any Governmental Authority asserting any violation of applicable Laws with respect to the Leased Real Property that remains uncured as of the Agreement Date and that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.16 Brokers. With the exception of Lazard and Three Keys, no broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other similar fee or commission from the Company, the Company Subsidiaries or any of their respective Affiliates in connection with the Transactions.

4.17 Insurance. Schedule 4.17 provides a summary of all material Insurance Policies maintained for, at the expense of or for the benefit of, the Company, the Company Subsidiaries or the Business. Each such Insurance Policy is in full force and effect, all premiums due to date thereunder have been paid in full and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the Company nor the Company Subsidiaries is in default with respect to any other obligations thereunder. No written notice of cancellation, nonrenewal, in whole or in part, disallowance or reduction in coverage or claim with respect to any such Insurance Policy currently in force has been received by the Company or the Company Subsidiaries as of the Agreement Date.

4.18 Customers and Suppliers. Schedule 4.18 sets forth a true and complete list of the (i) twenty (20) largest customers of the Business, as measured by the fiscal year 2020 year-to-date sales as of May 22, 2020 (the "Top Customers") and (ii) fifteen (15) largest suppliers of the Business, as measured by the dollar amount of purchases therefrom or thereby during the twelve (12) month period ending on January 24, 2020, (the "Top Suppliers"). To the knowledge of the Company, since January 31, 2019, (a) no customer or supplier listed on Schedule 4.18 has terminated its relationship with the Company or any of the Company Subsidiaries or materially reduced the pricing or other terms of its business with the Company or any of the Company Subsidiaries, and (b) no customer or supplier listed on Schedule 4.18 has notified the Company or any of the Company Subsidiaries that it intends to terminate or materially reduce the pricing or other terms of its business with the Company or any of the Company Subsidiaries.

4.19 Information Provided. None of the information relating to the Company, the Company Subsidiaries or the Business supplied or to be supplied by the Company, the Company Subsidiaries or by any other Person acting on behalf of any of the Company or the Company Subsidiaries, in writing specifically for inclusion or incorporation by reference in the Proxy Statement will, as of the date on which the Proxy Statement becomes definitive, the Mailing Date of such Proxy Statement, and at the time of the Special Meeting (as applicable), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.20 Affiliate Agreements. Except as set forth on Schedule 4.20, other than (a) Employee Plans and (b) Contracts entered into between the Company or one of its Company Subsidiaries, on the one hand, and a Company Subsidiary, on the other hand, neither the Company nor any of its Subsidiaries is a party to any material Contract with any (i) present or former executive officer or director of the Company, (ii) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of the Company or (iii) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Exchange Act) of any of the foregoing (each of the foregoing, a "Company Affiliate Agreement").

4.21 Internal Controls. Each of GK Holdings, Inc. and its Subsidiaries maintains a system of internal accounting controls designed to provide reasonable assurance that transactions are: (a) executed in accordance with management's general or specific authorizations and (b) recorded as necessary in all material respects to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability.

4.22 Permits. Each of the Company and the Company Subsidiaries has all material Permits (the "Material Permits") that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each Material Permit is in full force and effect in accordance with its terms, (b) no outstanding written notice of revocation, cancellation or termination of any Material Permit has been received by the Company or any of the Company Subsidiaries, (c) to the knowledge of the Company, none of such Permits upon its termination or expiration in the ordinary due course will not be renewed or reissued in the ordinary course of business upon terms and conditions substantially similar to its existing terms and conditions, (d) there are no Actions pending or, to the knowledge of the Company, threatened, that seek the revocation, cancellation, limitation, restriction or termination of any Material Permit and (e) each of the Company and the Company Subsidiaries is in compliance with all Material Permits applicable to the Company or such Company Subsidiary, as applicable.

4.23 Contemplated Divestitures. As of the Agreement Date, except as contemplated by the Transaction Agreements, neither the Company nor any Company Subsidiary has entered into any definitive agreement pursuant to which the Company or any Company Subsidiary shall sell (or, with respect to any material Leased Real Property, assign) or otherwise dispose to a third party of any material asset of the Company or such Company Subsidiary.

4.24 No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Company Disclosure Schedules), neither the Company nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company, the Company Subsidiaries or any of their respective Affiliates, including any representation or warranty regarding the Company, the Company Subsidiaries or any other Person, the Business, any Transaction, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and the Company hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company, the Company Subsidiaries or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Company Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to Acquiror or any of Acquiror's Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Acquiror by any Representative of the Company or the Company Subsidiaries, respectively), including omissions therefrom. Without limiting the foregoing, the Company does not make any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Acquiror or any of its Affiliates or any Representatives of Acquiror of any of its Affiliates regarding the probable success, profitability or value of the Company, the Company Subsidiaries or the Business.

ARTICLE V
REPRESENTATIONS AND WARRANTIES
OF ACQUIROR AND MERGER SUB

Except as set forth in the Acquiror Disclosure Schedules (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant if specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent) or in the Acquiror SEC Reports filed or furnished by Acquiror on or after June 26, 2019 (excluding (i) any disclosures in such SEC Reports under the headings "Risk Factors," "Forward-Looking Statements" or "Qualitative Disclosures About Market Risk" and other disclosures that are predictive, cautionary or forward looking in nature and (ii) any exhibits or other documents appended thereto), each of Acquiror and Merger Sub represents and warrants to the Company as follows:

5.01 Formation and Authority of Acquiror; Enforceability. Each of Acquiror and Merger Sub is duly incorporated and is validly existing as a corporation in good standing under the Laws of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted. Each of Acquiror and Merger Sub is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in its respective organizational documents. Each of Acquiror and Merger Sub is duly licensed or qualified and in good standing as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified has not and would not, individually or in the aggregate, reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into this Agreement or consummate the Transactions.

5.02 Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate or entity power and authority to execute and deliver the Acquiror Transaction Agreements and (in the case of Acquiror), upon the effectiveness of the Post-Initial Business Combination Charter, to perform its obligations hereunder and thereunder and to consummate the Transactions (subject to the approvals described in Section 5.03 or Section 5.04). The execution, delivery and performance of the Acquiror Transaction Agreements and the consummation of the Transactions have been duly, validly and unanimously authorized and approved by the board of directors of Merger Sub and the Acquiror Board and (in the case of Acquiror), except for the Acquiror Stockholders approval in connection with the Initial Business Combination and the effectiveness of the Post-Initial Business Combination Charter, no other corporate or equivalent proceeding on the part of Acquiror or Merger Sub is necessary to authorize the Acquiror Transaction Agreements or Merger Sub or Acquiror's performance hereunder or thereunder. This Agreement has been, and each other Acquiror Transaction Agreement will be, duly and validly executed and delivered by Merger Sub and Acquiror and, assuming due authorization and execution by each other party hereto and thereto, this Agreement constitutes, and each other Acquiror Transaction Agreement will constitute a legal, valid and binding obligation of Merger Sub and Acquiror, enforceable against Merger Sub and Acquiror in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) At a meeting duly called and held, the Acquiror Board has unanimously approved this Agreement and the Transactions and determined that they are fair to, advisable and in the best interests of the Acquiror Stockholders.

5.03 No Conflict. Upon the effectiveness of the Post-Initial Business Combination Charter, provided that all Consents, waivers and other actions described in Section 5.04 have been obtained, the execution, delivery and performance by Acquiror of the Acquiror Transaction Agreements do not and will not:

(a) violate or conflict with, or result in the breach of the certificate or articles of incorporation or bylaws or similar organizational documents of Acquiror;

(b) conflict with or violate in any material respect any Law, Permit or Order applicable to Acquiror or any of Acquiror's properties or assets except for such violations or conflicts that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to enter into this Agreement or consummate the Transactions; or

(c) violate or conflict with, result in any breach of or the loss of any benefit under, constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under or result in the termination or acceleration of, or give to any Person any right to adversely modify, terminate, accelerate or cancel, or result in the creation of any Lien on any assets, equity or properties (including Intellectual Property) of Acquiror pursuant to, any Contract to which Acquiror or any of its Subsidiaries or Affiliates is a party or by which any of such assets or properties is bound, except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not materially, individually or in the aggregate, impair or delay the ability of Acquiror to consummate the Transactions or otherwise perform its obligations under the Acquiror Transaction Agreements.

5.04 Consents and Approvals. The execution, delivery and performance by Acquiror of the Acquiror Transaction Agreements or the consummation of the Transactions do not and will not require any Consent, waiver or other action by, or any filing with or notification to, any Governmental Authority, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) as required by Securities Laws, (c) as required by the NYSE, (d) the filing and effectiveness of the Post-Initial Business Combination Charter, (e) a filing of the Certificate of Merger in accordance with the DGCL or (f) where the failure to obtain such Consent or waiver, to take such action, or to make such filing or notification, would not materially impair or delay the ability of Acquiror to consummate the Transactions or otherwise perform its obligations under the Acquiror Transaction Agreements.

5.05 Absence of Litigation and Proceedings. As of the Agreement Date, no Actions (including unsatisfied judgements and open injunctions) are pending or, to the knowledge of Acquiror, threatened against Acquiror or otherwise affecting Acquiror or its assets that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Acquiror or would prevent or materially impair or delay the ability of Acquiror to consummate the Transactions or the other transactions contemplated by this Agreement. Acquiror is not, nor is any property, asset or business of Acquiror, subject to any Order or, to the knowledge of Acquiror, any continuing investigation by any Governmental Authority, in each case, that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Acquiror or would prevent or materially impair or delay the ability of Acquiror to consummate the Transactions.

5.06 Trust Account.

(a) As of the Agreement Date, there is at least $690,000,000 invested in a trust account (the "Trust Account") maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee (the " Trustee"), pursuant to the Investment Management Trust Agreement, dated June 26, 2019, by and between Acquiror and the Trustee (the "Trust Agreement"). Prior to the closing of the Initial Business Combination, none of the funds held in the Trust Account may be released except in accordance with the Trust Agreement, Acquiror Organizational Documents and Acquiror's final prospectus dated June 26, 2019 (the "Acquiror Prospectus"). Amounts in the Trust Account are invested in United States Government securities or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended.

(b) Acquiror has performed all material obligations required to be performed by it to date under, and is not in material default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder.

(c) There are no conditions precedent directly or indirectly related to the funding of the full amount in the Trust Account (the "Trust Financing") other than as expressly set forth in the Trust Agreement. Other than the Trust Agreement, there are no other Contracts, side letters, arrangements or understandings (whether written or unwritten, express or implied) (i) to the knowledge of Acquiror, that would entitle any Person (other than (x) stockholders of Acquiror holding Acquiror Common Stock sold in Acquiror's initial public offering who shall have elected to redeem their Acquiror Common Stock pursuant to the Redemption Offer and (y) any underwriters in connection with Acquiror's initial public offering which may be entitled to deferred underwriting discounts and commissions disclosed in the Acquiror Prospectus) to any portion of proceeds in the Trust Account or (ii) entered into by Acquiror or any Affiliate thereof directly or indirectly related to the Trust Financing. As of the Agreement Date, assuming the satisfaction of the conditions to Acquiror's obligation to consummate the Transactions, Acquiror has no reason to believe that any of the conditions to the Trust Financing will not be satisfied or that, subject to the redemption of Acquiror Common Stock by Acquiror Stockholders, the full amount of the Trust Financing will not be available to Acquiror or an Affiliate thereof on the Closing Date.

(d) As of the Agreement Date, there are no claims or proceedings pending with respect to the Trust Account. Since June 26, 2019 through the Agreement Date, Acquiror has not released any money from the Trust Account (other than interest income earned on the principal held in the Trust Account as permitted by the Trust Agreement).

5.07 Absence of Restraints; Compliance with Laws.

(a) To the knowledge of Acquiror, no facts or circumstances exist that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the Transactions, or otherwise perform its obligations under the Acquiror Transaction Agreements.

(b) Acquiror is not in violation of any Laws or Orders applicable to the conduct of its business, except for violations the existence of which would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the Transactions or otherwise perform its obligations under the Acquiror Transaction Agreements.

5.08 Brokers. Except for the fees and expenses described on Schedule 5.08, no broker, finder, investment banker or any other Person is entitled to any brokerage, finder's or other similar fee or commission from Acquiror or any of Acquiror's Affiliates in connection with the Transactions.

5.09 SEC Reports; Financial Statements; Sarbanes-Oxley Act; Undisclosed Liabilities.

(a) Acquiror has filed in a timely manner all required registration statements, reports, schedules, forms, statements and other documents required to be filed by it with the SEC since June 26, 2019 (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "SEC Reports"). None of the SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the Agreement Date or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of Acquiror as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended.

(b) Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror is made known to Acquiror's principal executive officer and its principal financial officer, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. To Acquiror's knowledge, such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act.

(c) Acquiror has established and maintained a system of internal controls. To Acquiror's knowledge, such internal controls are sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror's financial statements for external purposes in accordance with GAAP.

(d) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Neither Acquiror (including any employee thereof) nor Acquiror's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Acquiror or (iii) any claim or allegation regarding any of the foregoing.

(f) To the knowledge of Acquiror, as of the Agreement Date, there are no outstanding SEC comments from the SEC with respect to the SEC Reports. To the knowledge of Acquiror, none of the SEC Reports filed on or prior to the Agreement Date is subject to ongoing SEC review or investigation as of the Agreement Date.

5.10 Business Activities.

(a) Since its incorporation, Acquiror has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination (including the Initial Business Combination) and, if applicable, the operation of the business acquired in the Initial Business Combination. Except as set forth in the Acquiror Organizational Documents, there is no agreement, commitment, or Order binding upon Acquiror or to which Acquiror is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or any acquisition of property by Acquiror or the conduct of business by Acquiror as currently conducted or as contemplated to be conducted as of the Closing other than such effects which have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to enter into and perform its obligations under this Agreement.

(b) As of the Agreement Date, there is no liability, debt or obligation against Acquiror or its Subsidiaries, except for liabilities and obligations (i) reflected or reserved for on Acquiror's consolidated balance sheet for the quarterly period ended June 30, 2020 or disclosed in the notes thereto (other than any such liabilities not reflected, reserved or disclosed as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole), (ii) that have arisen since the date of Acquiror's consolidated balance sheet for the quarterly period ended June 30, 2020 in the ordinary course of the operation of business of Acquiror and its Subsidiaries (other than any such liabilities as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole), (iii) disclosed in the Acquiror Disclosure Schedules, (iv) incurred in connection with or contemplated by this Agreement and/or the Transactions or (v) incurred in connection with or contemplated by any agreement related to the Initial Business Combination.

5.11 No Outside Reliance. Notwithstanding anything contained in this Section 5.11 or any other provision hereof, Acquiror and its Affiliates and any of its and their respective directors, officers, employees, stockholders, partners, members or representatives, acknowledge and agree that Acquiror has made its own investigation of the Company and the Company Subsidiaries, and that neither the Company nor any of its Affiliates or any of their respective directors, officers, employees, stockholders, partners, members, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article IV. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Acquiror Disclosure Schedules or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Acquiror further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Article IV (as modified by the Acquiror Disclosure Schedules) and Acquiror has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company or any of their respective Affiliates or Representatives or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's Representatives, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Acquiror will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information, and (y) any claims Acquiror may have for breach of any representation or warranty shall be based solely on the representations and warranties of the Company expressly set forth in Article IV (as modified by the Acquiror Disclosure Schedules). Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties and business of the Company and the Company Subsidiaries are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article IV or any certificate delivered in accordance with Section 9.03(a)(vi), with all faults and without any other representation or warranty of any nature whatsoever.

5.12 Tax Matters.

(a) Acquiror has timely filed all income and other material Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns. All material amounts of Taxes owed by Acquiror or any of its Subsidiaries, whether or not shown on such Tax Returns, have been paid or properly accrued for on the applicable financial statements of Acquiror or its Subsidiaries.

(b) No Tax Contest is pending or threatened in writing with respect to any material Taxes due from or with respect to Acquiror or any of its Subsidiaries, no material deficiencies for any Taxes have been assessed in writing by a Taxing Authority against Acquiror or any of its Subsidiaries that have not been have been fully and timely paid, settled or properly reflected in the applicable financial statements of Acquiror or any of its Subsidiaries, and no claim in writing has been made by any Taxing Authority in a jurisdiction where neither Acquiror nor any of its Subsidiaries does not file Tax Returns that Acquiror or any of its Subsidiaries is or may be subject to taxation by that jurisdiction.

(c) Acquiror and its Subsidiaries have complied in all material respects with all applicable withholding and remitting obligations for Taxes required to have been withheld in connection with amounts paid to any employees, independent contractors, creditors, stockholders and third parties and have complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(d) To the knowledge of Acquiror, neither Acquiror nor any of its Subsidiaries has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

5.13 Capitalization.

(a) Subject to any amendments contemplated by Post-Initial Business Combination Charter and other than as contemplated in this Agreement and the PIPE Subscription Agreements, the authorized capital stock of Acquiror consists of (i) 220,000,000 shares of common stock, consisting of 200,000,000 shares of Acquiror Common Stock and 20,000,000 shares of Acquiror Class B Common Stock, of which 69,000,000 shares of Acquiror Common Stock are issued and outstanding as of the Agreement Date and 17,250,000 shares of Acquiror Class B Common Stock are issued and outstanding as of the Agreement Date, (ii) 1,000,000 shares of preferred stock, of which no shares of preferred stock are issued and outstanding as of the Agreement Date and (iii) 38,800,000 warrants are issued and outstanding as of the Agreement Date. All of the issued and outstanding shares of Acquiror Common Stock and Acquiror Class B Common Stock and all warrants exercisable for Acquiror Common Stock (a) have been duly authorized and validly issued and are fully paid and nonassessable, (b) were issued in compliance in all material respects with applicable Law (including Securities Laws), (c) were not issued in breach or violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights or Contract, and (d) are fully vested and not otherwise subject to a substantial risk of forfeiture within the meaning of Code Section 83, except as disclosed in the SEC Reports with respect to certain Acquiror Common Stock held by Acquiror.

(b) As of the Closing Date, disregarding the effect of any stockholder redemptions of Acquiror Common Stock following the Initial Business Combination and excluding any Acquiror Common Stock or warrants which will be issued pursuant to the PIPE Subscription Agreements or as permitted pursuant to Section 6.12, 97,499,999.00 shares of Acquiror Common Stock will be issued and outstanding, 0 shares of Acquiror Class B Common Stock will be issued and outstanding, 0 shares of preferred stock will be issued and outstanding and 42,800,000 warrants exercisable for Acquiror Common Stock will be issued and outstanding.

(c) As of the Agreement Date, there are no (A) subscriptions, calls, options, warrants, redemption or repurchase rights or rights of conversion or other similar rights, agreements, arrangements or commitments obligating Acquiror to issue or sell any shares of its capital stock, other equity interests, debt securities or securities convertible into or exchangeable for its shares or other equity interests, other than as contemplated by this Agreement (including as set forth in Section 5.13(a)), the PIPE Subscription Agreement, the Initial Business Combination Agreement and the Acquiror Organizational Documents or (B) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in Acquiror. As of the Agreement Date, there are no outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company Stockholder may vote.

(d) As of the Agreement Date, other than as contemplated by the PIPE Subscription Agreement and except as set forth on Schedule 5.13(d), there are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of Acquiror Common Stock.

5.14 NYSE Stock Market Quotation. The issued and outstanding shares of Acquiror Common Stock are registered pursuant to Section 12(b) of the Exchange Act and, as of the Agreement Date, are listed for trading on the NYSE under the symbol "CCX". The issued and outstanding warrants of Acquiror are registered pursuant to Section 12(b) of the Exchange Act and, as of the Agreement Date, are listed for trading on the NYSE under the symbol "CCX WS". Acquiror is in compliance in all material respects with the rules of the NYSE and there is no action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Common Stock or terminate the listing of Acquiror Common Stock on the NYSE. None of Acquiror or its Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Common Stock under the Exchange Act except as contemplated by this Agreement.

5.15 Initial Business Combination. A complete and accurate description of all conditions to closing in respect of the Initial Business Combination is set forth on Schedule 5.15 hereto, which conditions are subject to waiver in accordance with the terms of the definitive transaction agreement with respect to the Initial Business Combination. As of the Agreement Date, the outside date in respect of the Initial Business Combination is that date that is eight months following the Agreement Date. As of the Agreement Date, Acquiror has no reason to believe that all conditions to closing in respect of the Initial Business Combination will not be satisfied on or prior to the outside date in respect of the Initial Business Combination.

5.16 PIPE Subscription Agreement. Acquiror has delivered to the Company a true, correct and complete copy of the fully executed the PIPE Subscription Agreement pursuant to which the Prosus Subscriber has committed, subject to the terms and conditions therein, to purchase shares of Acquiror Common Stock. (i) the PIPE Subscription Agreement has not been amended or modified; (ii) to the knowledge of Acquiror no such amendment or modification is contemplated except as otherwise expressly set forth therein; and (iii) to the knowledge of Acquiror the commitment contained in the PIPE Subscription Agreement has not been (and is not contemplated to be) withdrawn, terminated or rescinded in any respect by Acquiror or the other parties thereto. There are no other Contracts, agreements, supplements, side letters or arrangements to which Acquiror or any of its Affiliates is a party that could affect the conditionality or availability of the financing contemplated by the PIPE Subscription Agreement. The PIPE Subscription Agreement (in the form delivered by Acquiror to the Company) is (a) in full force and effect, and constitutes the legal, valid and binding obligations of Acquiror and, to the knowledge of Acquiror, the other parties thereto, and (b) enforceable against Acquiror and, to the knowledge of Acquiror, the other parties thereto, in accordance with its terms subject to the Bankruptcy and Equity Exception. Other than as expressly set forth in the PIPE Subscription Agreement, there are no conditions precedent related to the funding of the financing contemplated by the PIPE Subscription Agreement pursuant to any agreement relating to such financing to which Acquiror or any of its Affiliates is a party. Assuming the satisfaction of the conditions set forth in Article IX, to the knowledge of Acquiror, as of the Agreement Date, no event has occurred that, with or without notice or lapse of time or both, would, or would reasonably be expected to, (A) constitute a default, breach or, assuming the condition precedents in the Initial Business Combination Agreement will be satisfied, failure to satisfy a condition precedent set forth in the PIPE Subscription Agreement, or (B) result in any portion of the committed financing contemplated by the PIPE Subscription Agreement being unavailable on the Closing Date, assuming the conditions to such financing are satisfied or waived in accordance with the terms thereof. Assuming the satisfaction of the conditions set forth in Article IX, as of the Agreement Date, Acquiror has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in the PIPE Subscription Agreement. As of the Agreement Date, (1) no party to the PIPE Subscription Agreement has notified Acquiror of its intention to terminate any of the commitments set forth in the PIPE Subscription Agreement or not to provide the financings contemplated thereto and (2) no termination of any commitment set forth in the PIPE Subscription Agreement is contemplated by Acquiror. Acquiror has fully paid, or caused to be fully paid, all commitment or other fees that are due and payable on or prior to the date of this Agreement pursuant to the terms of the PIPE Subscription Agreement.

5.17 Solvency. Assuming the representations and warranties set forth in Article IV are true and correct in all material respects, immediately after giving effect to the Closing, the Acquiror, on a consolidated basis with its Subsidiaries, shall be Solvent.

ARTICLE VI
COVENANTS OF THE PARTIES

6.01 Conduct of Business Before the Closing. Except (a) as required by applicable Law, (b) as required in connection with any Transaction Agreement or (c) for matters identified on Schedule 6.01, during the period Interim Period:

(i) The Company shall, and shall cause the Company Subsidiaries to, use commercially reasonable efforts to (w) operate the Business in all material respects in the ordinary course of business and preserve the present business operations, organization and goodwill of the Business, and the present relationships with material customers of the Business, material suppliers of the Business and creditors of the Business, (x) keep available the services of their present officers and other key employees, (y) maintain all Insurance Policies or substitutes therefor and (z) continue to accrue and collect accounts receivable, accrue and pay accounts payable and other expenses, establish reserves for uncollectible accounts and manage inventory in accordance with past custom and practice; provided that each of the Company and the Company Subsidiaries may take such actions as it deems reasonably necessary in its reasonable business judgment in order to mitigate, remedy, respond to or otherwise address the effects or impact of the coronavirus (COVID-19) pandemic, including complying with any Order, guidance, shelter in place and non-essential business orders by any Governmental Authority or measures to protect the health or safety of any Person (any such action, a "COVID-19 Response"); provided, further, that following any such COVID-19 Response, to the extent that the Company or any of the Company Subsidiaries took any actions pursuant to the immediately preceding proviso that caused deviations from its business being conducted in the ordinary course of business, the Company shall, and shall cause the Company Subsidiaries to, except as described on Schedule 6.01(i), use reasonable best efforts to resume conducting the Company's or such Company Subsidiary's, as applicable, business in the ordinary course of business in all material respects as soon as reasonably practicable; and

(ii) Without limiting the generality of the foregoing, unless Acquiror otherwise consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not, and shall cause each of the Company Subsidiaries not to, do any of the following:

(1) change or amend any of its certificate of incorporation, articles of association, bylaws or other organizational documents;

(2) grant any Lien on any Asset, except in the ordinary course of business, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing;

(3) (i) fail to maintain its existence, acquire (by merger, consolidation, acquisition of stock or assets or otherwise) or merge or consolidate with, or purchase equity or a material portion of the assets of, any corporation, partnership or other business organization or division or (ii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of the Company Subsidiaries (other than the Transactions, including the Restructuring Support Agreement);

(4) except for (i) any such Debt or guaranty that will be discharged at or prior to the Closing, (ii) intercompany loans or advances consistent with past practice between the Company or a Company Subsidiary, on the one hand, and the Company or another Company Subsidiary, on the other hand, and (iii) capital contribution in the form of Debt to enable the Company to pay amounts due and payable under Debt commitments and to maintain adequate liquidity (subject to any such amounts being cancelled for no consideration at or prior to the Closing), incur or issue any Debt in excess of an aggregate amount of $5,000,000, or assume, grant, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person;

(5) other than to the Company Stockholder in connection with any transaction to enable the Company to pay amounts due and payable under Debt commitments and to maintain adequate liquidity (provided that any such capital stock or securities convertible into or exchangeable for shares of capital stock, right, option or other commitment will be cancelled for no consideration at or prior to the Closing), issue or sell any additional shares of, or other equity interests in, the Company or the Company Subsidiaries, or securities convertible into or exchangeable for such shares or equity interests, or issue or grant any options, warrants, calls, subscription rights or other rights of any kind to acquire such shares, other equity interests or securities;

(6) sell, assign, transfer, lease, license or allow to lapse any rights in any material Business Intellectual Property, except for lapses of Business Registrable IP in the ordinary course of business and grants of non-exclusive licenses to third parties in the ordinary course of business;

(7) disclose any Trade Secret held by the Company or any Company Subsidiary to any third party (except pursuant to a written agreement restricting the disclosure and use of such Trade Secrets in the ordinary course of business);

(8) sell, transfer, lease, sublease, abandon, cancel, let lapse or convey or otherwise dispose of any Assets having a value in excess of $1,000,000, other than in the ordinary course of business or as requested by a Governmental Authority;

(9) (i) fail to timely file any material Tax Return required to be filed (after taking into account any extensions) by the applicable entity, prepare any material Tax Return on a basis inconsistent with past practice, or fail to timely pay any material Tax that is due and payable by the applicable entity, (ii) surrender any claim for a refund of a material amount of Taxes, (iii) enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local, or non-U.S. law) with respect to a material amount of Taxes, (iv) make or change any material Tax election (other than in the ordinary course of business), (v) adopt or change any material Tax accounting method, (vi) file any material amendment to a material Tax Return (other than to carry back losses), (vii) enter into any agreement with a Governmental Authority with respect to a material amount of Taxes, (viii) settle or compromise any claim or assessment by a Governmental Authority in respect of a material amount of Taxes, (ix) consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of a material amount of Taxes, or (x) enter into any material Tax sharing or similar agreement (other than any agreement not primarily related to Taxes entered into in the ordinary course of business);

(10) other than in the ordinary course of business, enter into any settlement or release with respect to any material Action (which shall include, but not be limited to, any pending or threatened Action) relating to the Business other than any settlement or release that (i) results in a full release of the Company or the applicable Company Subsidiary with respect to the claims giving rise to such Action, or (ii) involves the payment of Liabilities reflected or reserved against in full in the Financial Statements;

(11) acquire any real property;

(12) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, directors, agents or consultants), make any material change in its existing borrowing or lending arrangements for or on behalf of such Persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any other Person, except (i) advances to employees or officers of the Company or the Company Subsidiaries in the ordinary course of business, (ii) any intercompany loans or advances consistent with past practice between the Company or a Company Subsidiary, on the one hand, and the Company or another Company Subsidiary, on the other hand; and (iii) payments of retainers to the Company's advisors;

(13) enter into any agreement that materially restricts the ability of the Company or any of the Company Subsidiaries to engage or compete in any line of business, or enter into any agreement that materially restricts the ability of the Company or any of the Company Subsidiaries to enter a new line of business;

(14) enter into, renew or amend in any material respect any Company Affiliate Agreement;

(15) other than in the ordinary course of business or in connection with a COVID-19 Response, enter into, amend any material term of or terminate any renewal option under any material Real Property Lease; provided, however, that in no event shall the Company enter into any new Real Property Lease with a term in excess of three (3) years or amend any existing Real Property Lease such that the Company's monetary and/or non-monetary obligations increase in any material respect;

(16) materially amend or terminate any Material Contract or enter into any contract that would have been a Material Contract if it had been entered into prior to the Agreement Date, in each case, other than in the ordinary course of business or in connection with a COVID-19 Response;

(17) (i) make, declare, pay or set aside any dividends or distributions on any capital stock of the Company (in cash or in kind) to the stockholders of the Company in their capacities as stockholders, (ii) effect any recapitalization, reclassification, split or other change in its capitalization, (iii) other than in connection with any transaction to enable the Company to pay amounts due and payable under Debt commitments and to maintain adequate liquidity (provided that any such capital stock or securities convertible into or exchangeable for shares of capital stock, right, option or other commitment will be cancelled for no consideration at or prior to the Closing), authorize for issuance, issue, sell, transfer, pledge, encumber, dispose of or deliver any additional shares of its capital stock or securities convertible into or exchangeable for shares of its capital stock, or issue, sell, transfer, pledge, encumber or grant any right, option or other commitment for the issuance of shares of its capital stock, or split, combine or reclassify any shares of its capital stock or (iv) repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any shares of its capital stock or other equity interests;

(18) other than as set forth in the CapEx Budget, made available to Acquiror, enter into any commitment for capital expenditures in excess of $1,600,000 in the aggregate;

(19) enter into any material new line of business outside of the Business currently conducted by the Company and the Company Subsidiaries as of the Agreement Date;

(20) make any material change in financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP (including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization) or applicable Law;

(21) voluntarily fail to maintain coverage under any of the Insurance Policies in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to the Company and the Company Subsidiaries and their assets and properties, or cancel or materially change such Insurance Policies; and

(22) (i) adopt, establish or enter into any Employee Plan, or materially amend, terminate or increase the benefits under any existing Employee Plan as of the date of this Agreement, except as required by the terms of any Employee Plan or applicable Law, (ii) materially increase the wages, salaries, or bonuses payable to any Service Provider except for increases in the ordinary course of business consistent with past practice for Service Providers earning base salaries or wages of $120,000 per year or less or as required under the terms of any Employee Plan; provided that, no such increase shall exceed a 2% increase as compared to the wages, salaries or bonuses paid to such Service Providers on an individual basis in the prior year, (iii) hire or promote any Service Provider earning a base salary or wages of $120,000 per year or more, or terminate any Service Provider other than for "cause" or (iv) grant or amend any equity-based compensation to any Service Provider; and

(23) enter into any legally binding commitment with respect to any of the foregoing.

6.02 Access to Information.

(a) During the Interim Period, upon reasonable prior written notice (and subject to any limitations as a result of the coronavirus (COVID-19) pandemic), the Company shall, and shall cause each of the Company Subsidiaries to, at the sole cost and expense of Acquiror, (i) afford Acquiror and its Representatives reasonable access, during normal business hours, to the properties, books and records and Tax Returns of the Company and the Company Subsidiaries, (ii) furnish to Acquiror and its Representatives such additional financial and operating data and other information regarding the Business as Acquiror or its Representatives may from time to time reasonably request for purposes of consummating the Transactions (including for purposes of calculating Pro-Forma Available Closing Date Cash), and (iii) make available to Acquiror and its Representatives, during normal business hours, those directors, officers, employees, internal auditors, accountants and other Representatives of the Company and the Company Subsidiaries, except, in the case of (i) and (ii), as set forth in Section 6.02(b).

(b) Notwithstanding anything in this Agreement to the contrary, (i) (A) in no event shall the Company, the Company Subsidiaries or their respective Affiliates be obligated to provide any (1) access or information in violation of any applicable Law, (2) information the disclosure of which, in the judgment of legal counsel, could reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to any of the Company, the Company Subsidiaries or any of their respective Affiliates relating to such information, or (3) information the disclosure of which would cause the Company, any of the Company Subsidiaries or any of their respective Affiliates to breach a confidentiality obligation to which it is bound; provided, that the Parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding clauses (1), (2) or (3) apply, and (B) any access or investigation contemplated by Section 6.02(a) shall not unreasonably interfere with any of the businesses, personnel or operations of any of the Company, the Company Subsidiaries or any of their respective Affiliates or the Business; and (ii) the auditors and accountants of any of the Company, the Company Subsidiaries or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(c) If so requested by the Company, on the one hand, or Acquiror, on the other hand, Acquiror or the Company, as the case may be, shall enter into a customary joint defense agreement or common interest agreement with one or more of the Company, the Company Subsidiaries or any of their respective Affiliates, or Acquiror, as applicable, with respect to any information provided to Acquiror, or to which Acquiror gains access, pursuant to this Section 6.02 or otherwise.

(d) No later than 11:59 PM, Eastern Standard Time on the second Business Day following the date of the Study Closing (and, in the event the Closing has not occurred, twice weekly thereafter until the Closing occurs), (i) Acquiror shall provide to the Company Acquiror's good faith estimate of the calculation of the Pro-Forma Available Closing Date Cash (excluding any components thereof relating to the Company and its Subsidiaries), which statement shall set out each of the components of the calculation thereof and (ii) the Company shall provide to Acquiror the Company's good faith estimate of the components relating to the Company and its Subsidiaries of Pro-Forma Available Closing Date Cash.

6.03 Confidentiality.

(a) Acquiror acknowledges that (i) the Confidential Information (as defined in the Confidentiality Agreement) provided to it in connection with this Agreement, including information provided under Section 6.02, is subject to the Confidentiality Agreement and the terms of the Confidentiality Agreement are incorporated into this Agreement by reference, and (ii) the Confidentiality Agreement shall continue in full force and effect (and all obligations thereunder shall be binding upon Acquiror, its Representatives (as defined in the Confidentiality Agreement) and any other third party who signed (or signs) a joinder thereto subject to and in accordance with the Confidentiality Agreement as if parties thereto) until the Closing, at which time the obligations under the Confidentiality Agreement shall terminate. If for any reason the Closing does not occur and this Agreement is terminated, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. For the avoidance of doubt, the provisions in the Confidentiality Agreement which by their terms survive the termination of the Confidentiality Agreement shall continue in full force and effect in accordance with their terms.

(b) Other than press releases and public announcements undertaken in accordance withSection 11.16, none of the Company, the Company Subsidiaries or their respective Representatives or Affiliates shall make any statement to any third party with respect to this Agreement, the existence of this Agreement or the Transactions or, disclose to any third party any confidential information of the Acquiror without the prior written consent of the Acquiror; provided, however, that this provision shall not apply to disclosures (i) of publicly-available information, (ii) by the Company and their Affiliates to their respective legal and financial advisors (including those providing valuation analysis), (iii) made in connection with seeking any consent with respect to the Transactions, so long as the same are obligated to maintain the confidentiality of any nonpublic information so provided and (iv) compelled by judicial or administrative process, Order or by applicable Law.

6.04 Regulatory Approvals.

(a) Subject in all respects to Section 6.04(b) and Section 6.04(c), Acquiror shall, and shall cause its Affiliates to take, any and all steps to make all required filings and promptly obtain all Consents, Permits and Orders of all Government Authorities that may be, or become, necessary for the execution and delivery of, and performance of its obligations pursuant to, the Transaction Agreements (including the consummation of the Transactions) (collectively, the "Government Approvals").

(b) Without limiting the generality of Acquiror's obligations under Section 6.04(a), to the extent required, each of the Parties shall make its respective filing under the HSR Act with respect to the Transactions within ten (10) Business Days of the Agreement Date, unless otherwise extended by mutual agreement between the Company and Acquiror, and any and all other filings required pursuant to other Antitrust Laws with respect to the Transactions as promptly as reasonably practicable following the Agreement Date. Subject in all respects to Section 6.04(c), Acquiror shall, and shall cause its Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable prior to the Outside Date, any inquiry or investigation by any Governmental Authority relating to the Transactions under any Antitrust Law. In connection with any such inquiry or investigation, each Party further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable Law, including any Antitrust Law. Neither Party shall withdraw its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or other waiting period under any Antitrust Law, or enter into any agreements to delay or not to consummate the Transactions without the prior written consent of the other Parties. Acquiror shall pay all filings fees related to the HSR Act and any other filings under any other Antitrust Laws.

(c) Subject to this Section 6.04, but notwithstanding any other provision in this Agreement, Acquiror shall, and shall cause its Subsidiaries to, promptly take and diligently pursue any or all actions to the extent necessary to eliminate each and every impediment under any Antitrust Law that may be asserted by any Governmental Authority or any other Person in opposition to the consummation of any of the Transactions, so as to enable the Parties to consummate the Transactions as soon as reasonably practicable, but in any event not later than the Outside Date. In furtherance of this obligation, and subject in all respects to the other provisions of this Section 6.04, Acquiror shall, and shall cause its Subsidiaries to: (i) offer, negotiate, effect, and agree to, by consent decree, hold separate order or otherwise, any sale, divestiture, license, or other disposition of or restriction on, the Company, any of the Company Subsidiaries, Acquiror's or Acquiror's Subsidiaries' assets or businesses; provided, however, that any such sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action on the Company or the Company Subsidiaries is conditioned on the occurrence of, and shall become effective only from and after, the Closing Date; and (ii) to take any and all actions to avoid and, if necessary, defend any threatened or initiated litigation under any Antitrust Law that would prevent or delay consummation of the Transactions. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 6.04 or any other provision of this Agreement shall require or obligate (x) Acquiror's Affiliates, the Sponsor, the PIPE Subscriber, their respective Affiliates (other than, for the avoidance of doubt, the Company and the Company Subsidiaries) and any investment funds or investment vehicles affiliated with, or managed or advised by, Acquiror's Affiliates, the Sponsor or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Acquiror's Affiliates, Sponsor, the PIPE Subscriber or of any such investment fund or investment vehicle to take any action in connection with the sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action that limits in any respect such Person's or entity's freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of such Person or entity or any of such entity's Subsidiaries or Affiliates, or any interest therein or (y) Acquiror to (and the Company and the Company Subsidiaries shall not without the prior written consent of Acquiror) take any action with respect to the assets of the Company and Company Subsidiaries in connection with such any sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action that limits in any respect the Company's or such Company Subsidiary's, as applicable, freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets or properties of the Company's or such Company Subsidiary's, as applicable, or any interest therein, other than a sale, divestiture, license, disposition, restriction on, holding separate or other similar arrangement or action that would not cause a material impact on the Business or the Company and the Company Subsidiaries, taken as a whole.

(d) Acquiror shall promptly notify the Company of any oral or written communication it or any of its Representatives receives from any Governmental Authority relating to the matters that are the subject of this Section 6.04, permit the Company and its Representatives to review in advance, and Acquiror shall consider in good faith the views of the Company and its Representatives with respect to, any communication relating to the matters that are the subject of this Section 6.04 proposed to be made by Acquiror to any Governmental Authority and provide the Company with copies of all substantive correspondence, filings or other communications between Acquiror or any of its Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, relating to the matters that are the subject of this Section 6.04, provided, however, that materials proposed to be submitted in response to any such Governmental Authority communication may be redacted: (i) to remove references concerning the valuation of the Business; (ii) as necessary to comply with applicable Law; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. Acquiror agrees to provide the Company and its Representatives the opportunity, on reasonable advance notice, to participate in any substantive meeting or discussion with any Governmental Authority in respect of any such filings, investigation or other inquiry, to the extent permitted by such Governmental Authority. Subject to the Confidentiality Agreement, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods. Further, subject to the Confidentiality Agreement, the Company shall reasonably cooperate with Acquiror in promptly exchanging information, providing assistance, and furnishing information or documentation to any Governmental Authority as Acquiror may reasonably request in connection with obtaining any required antitrust or other approvals for the transactions contemplated in the PIPE Subscription Agreement. Nothing in this Section 6.04(d) shall be applicable to Tax matters.

(e) Actions or agreements required of Acquiror pursuant to this Section 6.04 shall under no circumstances be considered a Material Adverse Effect.

6.05 Third Party Consents. Each Party agrees to cooperate and use commercially reasonable efforts to obtain any other consents and approvals from any third person other than a Governmental Authority that may be required in connection with any Transaction (the "Third Party Consents"). Notwithstanding anything in this Agreement to the contrary, the Company, Acquiror and their respective Affiliates shall not be required to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise) to any third party to obtain any such Third Party Consent. For the avoidance of doubt, no representation, warranty or covenant of the Company contained in any Transaction Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on (a) the failure to obtain any Third Party Consents (other than as a result of a breach by the Company of this Section 6.05) or (b) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Third Party Consents.

6.06 Cooperation. Without limiting any covenant contained in this Article VI, including the obligations of the Company and Acquiror with respect to the notifications, filings and applications described in Section 6.04 and subject to the last sentence of this Section 6.06, which obligations shall control to the extent of any conflict with the succeeding provisions of this Section 6.06, during the Interim Period, (a) the Company and Acquiror shall, and shall cause their respective Affiliates to, (i) refrain from taking any actions that would reasonably be expected to impair, delay or impede the Closing (other than with respect to the Study Closing Condition and the Available Closing Date Cash Condition) and (ii) without limiting the foregoing or modifying the Parties' respective obligations pursuant to Section 6.04 (and subject to the limitations therein) use reasonable best efforts to cause all mutual Closing Conditions and the Closing Conditions (other than the Study Closing Condition and the Available Closing Date Cash Condition) of the other Party to be met as promptly as practicable and in any event on or before the Outside Date and (b) each Party shall keep the other Party reasonably apprised of the status of the matters relating to the completion of the Transactions, including with respect to the negotiations relating to the satisfaction of the Closing Conditions of the other Party; provided, that notwithstanding anything to the contrary in this Section 6.06, (x) all obligations with respect to the Study Closing Condition and any matters associated therewith, including all matters related to the Initial Business Combination Agreement and the Study Closing, shall be exclusively governed by Section 6.19 and (y) all obligations with respect to the Available Closing Date Cash Condition and any matters associated therewith shall be exclusively governed by Section 6.21.

6.07 Termination of Certain Agreements. On and as of the Closing, the Company shall take all actions necessary to cause the Contracts listed on Schedule 4.20 to be terminated without any further force and effect and without any cost or other liability or obligation to the Company or its Subsidiaries (except for any loss of Tax attributes or Tax assets), and there shall be no further obligations of any of the relevant parties thereunder following the Closing.

6.08 Employee Matters.

(a) Continuing Employees. Acquiror agrees that for a period of at least twelve (12) months following the Closing Date, each Continuing Employee shall be entitled to receive, while in the employ of Acquiror or its Affiliates, salary, wages and cash incentive compensation opportunities that, in each case, is no less favorable than the salary, wages and cash incentive compensation opportunities as were provided to such Continuing Employee immediately prior to the Agreement Date by the Company or the applicable Company Subsidiary. Acquiror shall, and shall cause its Affiliates to provide, for a period of at least twelve (12) months following the Closing Date, each Continuing Employee with employee benefits (excluding long-term incentive, equity and equity-based compensation and severance benefits) that are, in the aggregate, no less favorable than the employee benefits provided to such Continuing Employee immediately prior to the Agreement Date. Acquiror agrees that for a period of at least twelve (12) months following the Closing Date, each Continuing Employee shall be entitled to receive the separation and severance benefits as listed in Schedule 6.08 (after giving credit for post-Closing services as contemplated in Section 6.08(b)).

(b) Credit for Service. Acquiror shall, and shall cause its Affiliates to, use commercially reasonable efforts to credit Continuing Employees for service earned on and prior to the Closing Date with the Company, the Company Subsidiaries or predecessors, in addition to service earned with Acquiror and its Affiliates on or after the Closing Date, for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Acquiror or any of its Affiliates for the benefit of the Continuing Employees on or after the Closing Date (but not for benefit accruals or participation eligibility under any defined benefit pension plan or plan providing post-retirement medical benefits, subsidized early retirement benefits, or any other similar benefits); provided, however, that nothing herein shall result in a duplication of benefits with respect to the Continuing Employees

(c) Pre-existing Conditions; Coordination. Acquiror shall, and shall cause its Affiliates to, use commercially reasonable efforts to waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Continuing Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Acquiror or any of its Affiliates for the benefit of the Continuing Employees on or after the Closing Date. Acquiror shall, and shall cause its Affiliates to, use commercially reasonable efforts to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Continuing Employees, deductibles, co-insurance, co-pays and out-of-pocket expenses paid by Continuing Employees and their respective spouses and dependents under the health plans of the Company and the Company Subsidiaries in the calendar year in which the Closing Date occurs.

(d) Works Council Process. Each Party shall, and shall cause its Affiliates to, use their respective reasonable best efforts to cooperate to obtain the Works Council Completions and any related notification or consultation requirements, whether required by applicable Law or otherwise undertaken in good faith by the Company and its Subsidiaries. Acquiror shall timely provide the Company and its relevant Subsidiaries any information required or reasonably requested by the Company relating to the Acquiror and the New Credit Agreements and Acquiror's plans for such Covered Employees in connection with any such notification or consultation procedures. Acquiror shall be responsible for the correctness and completeness of the information provided to the Covered Employees of the Company and its Subsidiaries and any applicable works councils relating to Acquiror and its Affiliates.

(e) No Third Party Beneficiaries. The Parties acknowledge and agree that nothing in this Agreement, including in this Section 6.08, is intended to and shall not (i) create any third party rights with respect to any Covered Employee, (ii) amend any employee benefit plan, program, policy or arrangement, (iii) require Acquiror or any of its Affiliates or the Company or its Affiliates to continue any employee benefit plan, program, policy or arrangement beyond the time when it otherwise lawfully could be terminated or modified or as otherwise required herein or (iv) provide any Covered Employee or any Continuing Employee with any rights to continued employment.

6.09 Existing Debt Restructuring; Obligations Under the Existing Debt Agreement and the Restructuring Support Agreement

(a) From the date of this Agreement until the Closing Date, or the earlier termination of this Agreement in accordance with Article X, the Company shall, and shall cause the Company Subsidiaries to, use its and their reasonable best efforts to provide, and to use its and their reasonable best efforts to cause their respective officers, employees, agents and representatives, as applicable, to use their respective reasonable best efforts to provide, reasonable cooperation or assistance with the consummation of the Existing Debt Restructuring and other transactions contemplated by the Restructuring Support Agreement (including the incurrence of the New Term Loans), including using their reasonable best efforts with respect to the following: (i) furnishing Acquiror and its financing sources with the financial statements required by the Restructuring Support Agreement and the New Term Loan Agreements and such other customary financial information reasonably requested in writing by Acquiror, (ii) facilitating the pledge and perfection of security interests in collateral, which pledge shall only be effective at Closing, (iii) providing and executing documents as are customary for secured term loan financings, and as may be reasonably requested in writing by Acquiror and (iv) preparing and furnishing to Acquiror and its financing sources all other information and disclosures relating to the Company and its subsidiaries (including their businesses and operations) customarily required for completion of the refinancing of indebtedness contemplated by the Restructuring Support Agreement (including assisting in the preparation of any related deliverables in connection with the Existing Debt Restructuring (including any officer's certificates, solvency certificates or schedules)); provided that, notwithstanding anything to the contrary contained in this Section 6.09, (x) nothing in this Section 6.09 shall require any such cooperation or assistance to the extent that it would (I) require the Company or the Company Subsidiaries to prepare or provide (A) financial information that the Company or the Company Subsidiaries do not maintain in the ordinary course of business, (B) information not reasonably available to the Company or the Company Subsidiaries under their current reporting systems, (C) pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information or projections (it being agreed that financial information necessary to prepare such pro forma adjustment or projections shall be provided upon reasonable request) or (D) consolidating subsidiary financial statements, (II) cooperation to the extent it would interfere unreasonably with the business or operations of the Company or the Company Subsidiaries, (III) the Company and its Subsidiaries to take, or commit to take, any action that would reasonably be expected to conflict with or violate any Laws or would reasonably be expected to conflict with, violate or result in a breach of or default under, any contractual obligation of the Company or any organizational document of the Company, (IV) require the board of directors or similar body or officers of the Company or its Subsidiaries to approve, consent to or execute any agreement or document (other than those directors or similar body or officers continuing in such capacity after the Closing), (V) except as contemplated by the Restructuring Support Agreement, require the Company and its Subsidiaries to become liable for any fees or expenses prior to the Closing Date, (VI) except as contemplated by the Restructuring Support Agreement, require the Company or its Subsidiaries to execute any agreement or incur any obligation or liability that would be effective before the Closing Date, (VII) require the Company or its Subsidiaries to amend or modify any agreement, issue any debt or equity instrument, incur any obligation or pay any amount in connection with the Restructuring Support Agreement, in each case of this clause (VII), prior to the Closing, unless agreed by them in their discretion in connection with the negotiation of such agreement, or (VIII) require the Company or the Company Subsidiaries or any of their directors, officers or employees to (A) make any representation, warranty or certification that the Company or the Company Subsidiaries have determined is untrue, (B) deliver any certificate or take any other action that could reasonably be expected to result in personal liability to any director, officer or employee or any of the Company or the Company Subsidiaries, or (C) obligate any of the Company or the Company Subsidiaries to provide, or cause to be provided, any legal opinion from its counsel, or to provide any information or take any action to the extent it would result in a loss of any privilege (so long as reasonable best efforts are taken to provide such information in a manner that would not result in a loss of privilege). All information provided by the Company and its Subsidiaries or any of their respective representatives pursuant to this Section 6.09 shall be kept confidential in accordance with the Confidentiality Agreement, except that Acquiror shall be permitted to disclose such information to its debt financing sources, rating agencies and prospective lenders subject to such financing sources, rating agencies and prospective lenders entering into customary confidentiality undertakings with respect to such information. The Company hereby consents, on behalf of itself and its Subsidiaries, to the use of the Company's and its Subsidiaries' logos in connection with the Existing Debt Restructuring; provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company's or its Subsidiaries' reputation or goodwill or any of their respective products, services, offerings or Intellectual Property rights.

(b) From the date of this Agreement, the Company shall comply with all of its obligations under (i) each Existing Debt Agreement (including any such obligations separately agreed pursuant to any amendment, modification, supplement or forbearance) and each Existing Forbearance, other than such obligations, the breach of which, and the relevant lenders' rights to exercise remedies under such Existing Debt Agreement, are subject to the terms of any valid amendment, supplement, waiver and/or forbearance and (ii) the Restructuring Support Agreement. For the avoidance of doubt, Acquiror shall not have any liability or obligation under any Existing Debt Agreement nor the Restructuring Support Agreement.

(c) During the time period beginning on the date of the Study Closing and ending on the Closing Date, Acquiror shall, and shall cause its Subsidiaries to, use its and their reasonable best efforts to, and to use their reasonable best efforts to cause their respective officers, employees, agents and representatives, as applicable, to use their respective reasonable best efforts to satisfy all conditions within its control to the incurrence of the New Term Loans on the Closing Date.

(d) At the Closing, Acquiror shall pay or cause its Subsidiaries to pay in full an amount equal to the Repaid Debt Amount in accordance with the terms of the Restructuring Support Agreement in immediately available funds to an account or accounts designated by the Company, and in accordance with payment direction letters in form and substance acceptable to the Company and delivered to the Acquiror by the Company at least two (2) Business Days prior to the Closing.

6.10 No Stock Transactions. From and after the date of this Agreement until the Effective Time, except as otherwise contemplated by this Agreement, none of the Company or any of its Subsidiaries shall engage in any transactions involving the securities of Acquiror without the prior consent of Acquiror. The Company shall use reasonable best efforts to require each of its Subsidiaries to comply with the foregoing sentence.

6.11 No Claim Against the Trust Account. The Company acknowledges that Acquiror is a blank check company with the power and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving the Company and one or more businesses or assets. The Company acknowledges that it has read the Acquiror Prospectus and other SEC Reports, the Acquiror Organizational Documents, and the Trust Agreement and understands that Acquiror has established the Trust Account described therein for the benefit of the Acquiror Stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. The Company further acknowledges and agrees that Acquiror's sole assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public stockholders. The Company further acknowledges that, if the Initial Business Combination is not consummated by October 1, 2021, or, in the event of termination of a definitive agreement in respect of the Initial Business Combination, another Business Combination, is not consummated by July 1, 2021, or such later date as approved by the Acquiror Stockholders to complete a Business Combination, Acquiror will be obligated to return to the Acquiror Stockholders the amounts being held in the Trust Account. Accordingly, the Company (on behalf of itself and its Affiliates) hereby waives any past, present or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and Acquiror to collect from the Trust Account any monies that may be owed to them by Acquiror or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever, including any willful breach of this Agreement; provided, however, that nothing in this Section 6.11 shall amend, limit, alter, change, supersede or otherwise modify the right of the Company to bring any action or actions for specific performance, injunctive and/or other equitable relief. This Section 6.11 shall survive the termination of this Agreement for any reason.

6.12 Conduct of Acquiror During the Interim Period. During the Interim Period, except as set forth onSchedule 6.12 or as contemplated by this Agreement, the Initial Business Commination Agreement or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror shall not and shall not permit any of its Subsidiaries (excluding (other than for purposes of clauses (g) and (h) below), following the Study Closing, Study's Subsidiaries) to:

(a) other than to adopt the Post-Initial Business Combination Charter, change, modify or amend the Trust Agreement or the Acquiror Organizational Documents;

(b) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, Acquiror; (B) split, combine or reclassify any capital stock of, or other equity interests in, Acquiror; or (C) other than as required by Acquiror's Organizational Documents in order to consummate the Transactions (including the redemption of any shares of Acquiror Common Stock required by the Redemption Offer) and other than pursuant to the Initial Business Combination Agreement, repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, Acquiror;

(c) enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Acquiror other than wholly-owned Subsidiaries;

(d) waive, release, compromise, settle or satisfy any pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any Liability, other than (x) in the ordinary course of business consistent with past practice, (y) that otherwise do not require payment in an amount that exceeds, in the aggregate, the amount set forth on Schedule 6.12(d) or (z) that relates directly or indirectly to this Agreement or the Transactions (including any class action or derivative litigation) that do not require payment of damages in an amount that exceeds, in the aggregate, the amount set forth on Schedule 6.12(d);

(e) (i) fail to timely file any material Tax Return required to be filed (after taking into account any extensions) by the applicable entity, prepare any material Tax Return on a basis inconsistent with past practice, or fail to timely pay any material Tax that is due and payable by the applicable entity, (ii) surrender any claim for a refund of a material amount of Taxes, (iii) enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local, or non-U.S. law) with respect to a material amount of Taxes, (iv) make or change any material Tax election (other than in the ordinary course of business), (v) adopt or change any material Tax accounting method, (vi) file any material amendment to a material Tax Return (other than to carry back losses), (vii) enter into any agreement with a Governmental Authority with respect to a material amount of Taxes, (viii) settle or compromise any claim or assessment by a Governmental Authority in respect of a material amount of Taxes, (ix) consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of a material amount of Taxes, or (x) enter into any material Tax sharing or similar agreement (other than any agreement not primarily related to Taxes entered into in the ordinary course of business);

(f) issue or agree to issue to any Person any Acquiror Common Stock or any Warrants exercisable for Acquiror Common Stock other than (i) in connection with the exercise of any warrants exercisable for Acquiror Common Stock which are outstanding on the Agreement Date, (ii) the Transactions and the transactions contemplated by the Initial Business Combination Agreement (including, for the avoidance of doubt, the transactions contemplated by the PIPE Subscription Agreements), (iii) Acquiror Common Stock at a purchase price, 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 (iv) any warrants exercisable for shares of Acquiror Common Stock with an exercise price equal to or greater than eleven dollars ($11.50);

(g) accelerate any capital or operational expenditures or accelerate the payment of any accounts payable or defer the receipt of any accounts receivable, in each case to the extent that any such acceleration or deferral would materially prevent or delay satisfaction of the Available Closing Date Cash Condition (it being understood that such limitation shall not prevent the Acquiror or its Subsidiaries from making capital or operational expenditures or paying accounts payable other than in the manner described above);

(h) make any advance, loan or other extensions of credit (other than advances or extensions of credit to (x) customers or suppliers in the ordinary course of business or (y) directors, officers or employees of Study or its Subsidiaries, in each case that were committed to by Study or its Subsidiaries prior to the Study Closing) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or purchase or acquire the capital stock, Debt or other similar instruments issued by, any Person, in each case to the extent that any such item would prevent or delay satisfaction of the Available Closing Date Cash Condition; provided, that Acquiror and its Subsidiaries may take any action which would otherwise be prohibited by this clause (h) if the amount of such advance, loan, extension of credit, or the value of such purchase or acquisition, is added to the calculation of the Pro-Forma Available Cash on each subsequent date on which the Pro-Forma Available Cash is calculated; or

(i) enter into any legally binding commitment with respect to any of the foregoing.

6.13 Proxy Statement; Special Meeting.

(a) The Company shall furnish to Acquiror all information concerning the Company and the Company Subsidiaries as may be reasonably requested by Acquiror in connection with (i) the preparation, filing and distribution (as applicable) of the Proxy Statement and (ii) in response to any comments of the SEC with respect to the Proxy Statement. If the Company becomes aware that any information contained in the Proxy Statement shall have become false or misleading in any material respect or that the Proxy Statement is required to be amended in order to comply with applicable Law, then the Company shall promptly inform Acquiror. Prior to filing or mailing the Proxy Statement (or any amendment or supplement thereto, as applicable) or responding to any comments of the SEC with respect thereto, Acquiror (i) shall provide the Company an opportunity to review and comment on such document or response to the extent such document or response contains any information provided by the Company, and (ii) shall give reasonable and good faith consideration to all comments reasonably proposed by the Company with respect thereto.

6.14 Acquiror NYSE Listing. From the Agreement Date through the Closing, Acquiror shall use commercially reasonable efforts to ensure Acquiror remains listed as a public company on, and for shares of Acquiror Common Stock to be listed on, the NYSE.

6.15 Acquiror Public Filings. From the Agreement Date through the Closing, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

6.16 Exclusivity.

(a) During the Interim Period, except as provided in Section 6.16(b) the Company shall not and shall not authorize or permit any of its Affiliates or Representatives to take, whether directly or indirectly, any action to (i) make or negotiate any offer or proposal involving any third party to, (A) issue, sell or otherwise transfer any interest in the Company or any of the Company Subsidiaries or all or any material portion of its or their Assets, or (B) enter into any definitive agreement with respect to, or otherwise effect, other than with Acquiror or any of its Affiliates, any recapitalization, refinancing, merger or other similar transaction involving the Company or the Company Subsidiaries (any of the foregoing hereinafter referred to as an "Alternative Proposal"), (ii) solicit any inquiries or proposals regarding any Alternative Proposal, (iii) initiate any discussions with or provide any non-public information or data to any third party that would encourage, facilitate or further any effort or attempt to make or implement an Alternative Proposal, or (iv) enter into any agreement with respect to any Alternative Proposal made by any third party; provided, however, that nothing in the foregoing clause shall restrict the Company or its Affiliates or Representatives during the Interim Period from disclosing to the Company Stockholder any unsolicited proposal received in connection with any Alternative Proposal to the extent required by their obligations under applicable Law. The Company shall, and shall cause their respective Affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any Person conducted prior to the Agreement Date with respect to, or which is reasonably likely to give rise to or result in, an Alternative Proposal.

(b) Notwithstanding Section 6.16(a), the Company and its Affiliates and Representatives shall be permitted to initiate and respond to and thereafter progress any discussions with and/or provide any non-public information or data to any third party that would encourage, facilitate or further any effort or attempt to make or implement an Alternative Proposal if (A) (i) either Study or Acquiror notifies the other that such other party is in breach of its obligations under the Initial Business Combination Agreement and such breach has not been cured by the breaching party within twenty (20) days from the date of such breach, (ii) the initial date of the Special Meeting is postponed by Acquiror by more than fifteen (15) days or (iii) the Closing has not occurred by the date that is six (6) months following the Agreement Date and (B) the board of directors of the Company or one of its Subsidiaries determines in good faith, on the basis of advice from its legal counsel, that failure to seek an Alternative Proposal inconsistent with the directors' fiduciary duties under applicable Law. The Company shall promptly keep Acquiror reasonably apprised of any inquiries or proposals regarding, or upon entering into, any negotiations in respect of an Alternative Proposal in accordance with the foregoing sentence and shall provide Acquiror with copies of all documents related thereto.

6.17 Obligations of the Company Subsidiaries. To the extent that this Agreement requires the Company or any of the Company Subsidiaries to take any action, the Company shall cause any such Company Subsidiary to take such action.

6.18 Holding Structure Reorganization. Prior to the implementation of a Holding Structure Reorganization, the Company shall provide to Acquiror a written steps plan outlining the steps that will be taken to effect such Holding Structure Reorganization and shall share those portions of the Holding Structure Reorganization that implicate the Company Stockholder with Acquiror and provide Acquiror a reasonable opportunity to review and comment on such steps plan (*provided*, that the Company and its direct and indirect shareholders may decide in their reasonable discretion whether to accept any comments or requests of Acquiror with respect to such steps plan). The Holding Structure Reorganization shall not in any way (x) adversely affect Acquiror and its Affiliates or the Business in any respect or (y) prevent or impair or delay the consummation of the transactions contemplated by, or the performance of any party's obligations under, the Transaction Agreements.

6.19 Initial Business Combination. Acquiror shall use reasonable best efforts to comply in all material respects with its obligations under the Initial Business Combination Agreement subject to the terms and conditions thereof to the extent any noncompliance with such obligations would prevent or delay the Study Closing; provided, however, that nothing herein shall modify Acquiror's obligations under the Initial Business Combination Agreement and under no circumstances shall Acquiror be required to waive a closing condition in respect of the Initial Business Combination or to amend, or renegotiate the terms of, the Initial Business Combination Agreement in order to satisfy its obligations under this Section 6.19; and provided, further, that this Section 6.19 shall, in no manner, prevent, hinder or impair Acquiror's exercise of its rights under, and in no event shall Acquiror be deemed to be not in compliance with its obligations under this Section 6.19 if Acquiror is not in breach of its obligations under the Initial Business Combination Agreement Acquiror shall keep the Company reasonably apprised of the status of the matters relating to the completion of the Initial Business Combination, including with respect to the negotiations relating to the satisfaction of the closing conditions in respect thereof.

6.20 Release. At and subject to the Closing, Acquiror shall deliver to the Company a binding letter agreement (A) releasing, remising, and forever discharging, to the extent permissible under applicable Law, any and all rights, claims, and losses of any type that Acquiror and its Affiliates (including, following the Closing, the Company and its Subsidiaries) has had, has or might hereafter have against the Company and its respective individual, joint or mutual, past, present and future representatives, Affiliates, direct and indirect stockholders, Subsidiaries, successors and assigns (each a "Releasee") in respect of, relating to or arising in connection with the Business and (B) irrevocably covenanting, on behalf of Acquiror and its Affiliates, to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced or voluntarily aiding, any proceeding of any kind against any Releasee, based upon any matter purported to be released thereby; each Releasee shall be a third party beneficiary of such letter agreement.

6.21 Financing Efforts. If the Available Closing Date Cash Condition is not satisfied at the time of the Study Closing, then thereafter, and only to the extent necessary to satisfy the Available Closing Date Cash Condition, Acquiror shall use its reasonable best efforts to obtain financing to the extent and subject to the terms and limitations set forth on Schedule 6.21 (the "Additional Financing").

ARTICLE VII
POST-CLOSING COVENANTS

7.01 Directors' and Officers' Indemnification and Exculpation.

(a) Acquiror agrees that following the Closing and prior to the sixth (6th) anniversary of the Closing Date all rights of the individuals who on or prior to the Closing Date were directors, officers, managers or employees (in all of their capacities) of the Company or any Company Subsidiary (collectively, the "D&O Indemnified Parties") to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing Date as provided in the certificate of incorporation, bylaws, or comparable organizational documents of the Company or such Company Subsidiary, as applicable, as now in effect, and any indemnification agreement, as now in effect by and between a D&O Indemnified Party and the Company or any Company Subsidiary, shall survive the Closing Date and shall continue in full force and effect against the Company or the applicable Company Subsidiary in accordance with the terms of such agreement. Following the Closing and prior to the sixth (6th) anniversary of the Closing Date, such rights shall not be amended or otherwise modified in any manner that would adversely affect the rights of the D&O Indemnified Parties, unless such modification is required by Law.

(b) The provisions of this Section 7.01 are intended to be for the benefit of and shall be enforceable by, each D&O Indemnified Party, his or her successors and heirs and his or her legal representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by Contract or otherwise. The obligations of Acquiror under this Section 7.01 shall not be amended, terminated or modified in such a manner as to adversely affect any D&O Indemnified Party (including such Person's successors, heirs and legal representatives) to whom this Section 7.01 applies without the written consent of the affected D&O Indemnified Party (it being expressly agreed that the D&O Indemnified Parties to whom this Section 7.01 applies shall be third-party beneficiaries of this Section 7.01), and this Section 7.01 shall be enforceable by such D&O Indemnified Parties and their respective successors, heirs and legal representatives and shall be binding on all successors and assigns of Acquiror and each Company Subsidiary.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.01 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Acquiror and the Surviving Company and all successors and assigns of Acquiror and the Surviving Company. If Acquiror or, following the Closing and prior to the sixth (6th) anniversary of the Closing Date, any Company Subsidiary, or any of their respective successors or assigns, (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in such case, Acquiror shall use commercially reasonable efforts to cause proper provisions to be made so that the successors and assigns of Acquiror or such Company Subsidiary or any of their respective successors or assigns, as the case may be, shall assume all of the obligations set forth in this Section 7.01.

(d) For a period of six (6) years from the Effective Time, Acquiror shall, or shall cause one or more of its Subsidiaries, to maintain in effect the directors' and officers' liability coverage of the Company's existing directors' and officers' Insurance Policies on terms not less favorable than the terms of such current insurance coverage, except that in no event shall Acquiror or its Subsidiaries be required to pay an annual premium for such insurance in excess of 250% of the aggregate annual premium payable by the Company and its Subsidiaries for such Insurance Policy for its most recent annual renewal; provided, however, that (i) Acquiror may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six (6) year period, any insurance required to be maintained under this Section 7.01(d) shall be continued in respect of such claim until the final disposition thereof.

7.02 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to Acquiror or its Subsidiaries by third parties that may be in Acquiror's or its Subsidiaries' possession from time to time, and except for any information which in the opinion of legal counsel of Acquiror would result in the loss of attorney-client privilege or other privilege from disclosure or would conflict with any applicable Law or confidentiality obligations to which Acquiror or any of its Subsidiaries is bound, Acquiror shall afford to the Company, its Affiliates and their respective Representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, to all of their respective properties, books, projections, plans, systems, Contracts, commitments, Tax Returns, records, commitments, analyses and appropriate officers and employees of Acquiror, and shall furnish such Representatives with all financial and operating data and other information concerning the affairs of Acquiror that are in the possession of Acquiror as such Representatives may reasonably request. The parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply. All information obtained by the Company, its Affiliates and their respective Representatives under this Agreement shall be subject to the Confidentiality Agreement prior to the Effective Time.

7.03 Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective controlled Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquaintances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the Transactions as may be reasonably requested by the other Party.

ARTICLE VIII
TAX MATTERS

8.01 Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Acquiror shall be liable for and shall pay any Transfer Taxes attributable to the Transactions. The Party required by Law to file a Tax Return with respect to such Transfer Taxes shall timely prepare, with the other Parties' cooperation, and file such Tax Return.

8.02 Tax Cooperation. The Company and Acquiror shall use commercially reasonable efforts to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Company or any of the Company Subsidiaries as is reasonably necessary for the filing of all Tax Returns, the making of any election related to Taxes, the preparation for, or the prosecution or defense of, any Tax claim. The Company shall cause the Company Stockholder and each of their Affiliates to use commercially reasonable efforts to respond, as promptly as practicable, to Acquiror's requests for information and assistance reasonably required to determine whether an "ownership change" within the meaning of Section 382 of the Code has occurred during the time the Company was owned by the Company Stockholder; provided that the Company, the Company Stockholder or any of its Affiliates shall not be required to provide any such information or assistance (including, but not limited to, personally identifiable information of any of its investors) that any of the Company, the Company Stockholder or any Affiliate considers confidential in its reasonable discretion.

ARTICLE IX
CONDITIONS TO CLOSING

9.01 Conditions to Obligations of All Parties. The obligations of the parties hereto to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in writing by all of such parties:

(a) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and the Government Approvals specified on Schedule 9.01(a) shall have been obtained or, if applicable, shall have expired, shall have been waived by the applicable Governmental Authority or shall have been terminated.

(b) No Order. There shall be no Order in existence that prohibits the consummation of the Transactions.

(c) Initial Business Combination Completion. The Initial Business Combination shall have been completed (the "Study Closing Condition").

(d) Pro-Forma Available Cash . The Pro-Forma Available Cash as of the proposed Closing Date shall be not less than the Minimum Pro-Forma Available Cash; provided, if such condition has been satisfied on any such proposed Closing Date, such condition shall be deemed to be satisfied even if Pro-Forma Available Closing Date Cash is subsequently less than the Minimum Pro-Forma Available Cash; provided, however, that the foregoing proviso shall not apply if such shortfall is the result of any subsequent reduction of Pro-Forma Available Closing Date Cash of the Company and its Subsidiaries resulting from payments made or expenses incurred by the Company or its Subsidiaries that are outside of the ordinary course of business.

9.02 Additional Conditions to Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Representations and Warranties and Covenants.

(i) all representations and warranties of Acquiror (other than Section 5.13(a) (Capitalization)) contained in this Agreement shall be true and correct in all respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to materially impair or delay the ability of Acquiror to consummate the Transactions or otherwise perform its obligations under the Acquiror Transaction Agreements; provided, however, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" in such representations and warranties;

(ii) the representations and warranties of Acquiror contained in Section 5.13(a) (Capitalization) shall be true and correct other than *de minimis* inaccuracies, as of the Agreement Date and as of the Closing Date, as if made anew at and as of that time;

(iii) the representations and warranties of Acquiror contained in Section 5.13(b) (Capitalization) shall be true and correct in all material respects, as of the Agreement Date and as of the Closing Date, as if made anew at and as of that time;

(iv) the covenants contained in this Agreement required to be complied with by Acquiror on or before the Closing shall have been complied with in all material respects; and

(v) the Company shall have received a certificate signed by an authorized officer of Acquiror, dated as of the Closing Date, certifying as to the satisfaction of the matters set forth in the foregoing clauses (i), (ii), (iii) and (iv).

(b) No Event of Default. After giving effect to the Closing, there shall be no "Event of Default" under the New Credit Agreements.

9.03 Additional Conditions to the Obligations of Acquiror and Merger Sub. The obligation of Acquiror sand Merger Sub to consummate the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror:

(a) Representations and Warranties and Covenants.

(i) all representations and warranties of the Company contained in this Agreement (other than the representations and warranties of the Company described in Sections 9.03(a)(ii), (iii) and (iv)) shall be true and correct as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; provided, however, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" or "Material Adverse Effect" in such representations and warranties;

(ii) each of the representations and warranties of the Company contained in Section 4.01 (*Organization and Authority*), Section 4.16 (*Brokers*) and Section 4.20 (*Affiliate Agreements*), in each case shall be true and correct in all material respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date);

(iii) each of the representations and warranties of the Company contained in Section 4.07(b) (*No Material Adverse Effect*) shall be true and correct in all respects as of the Agreement Date and as of the Closing Date, as if made at and as of that time;

(iv) the representations and warranties of the Company contained in Section 4.03 (*Capitalization*) shall be true and correct other than *de minimis* inaccuracies, as of the Agreement Date and as of the Closing Date, as if made at and as of that time;

(v) the covenants contained in this Agreement required to be complied with by the Company on or before the Closing shall have been complied with in all material respects; and

(vi) Acquiror shall have received a certificate signed by an authorized officer of the Company, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) through (v).

(b) Material Adverse Effect. Since the Agreement Date, there shall not have occurred any Material Adverse Effect.

9.04 Frustration of Closing Conditions. Neither the Company nor Acquiror may rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was caused by such Party's failure to act in good faith, to use reasonable best efforts to cause the mutual Closing Conditions and the Closing Conditions of each such other Party to be satisfied (subject to the provisions of Section 6.06) (*Cooperation*), or to satisfy its obligations set forth in Section 6.06 (*Cooperation*) (subject to the terms thereof).

9.05 Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article IX that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE X
TERMINATION/EFFECTIVENESS

10.01 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated before the Closing and the transactions contemplated hereby abandoned:

(a) by the mutual written consent of the Company and Acquiror;

(b) by the Company, if Acquiror shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Acquiror that would, in either case, cause any Closing Condition set forth in Section 9.02(a) not to be satisfied and such breach is not waived by the Company and (i) is curable and is not cured by Acquiror prior to the earlier to occur of (A) thirty (30) Business Days after receipt by Acquiror of the Company's notice of its intent to terminate, and (B) the Outside Date or (ii) is incapable of being cured prior to the Outside Date; provided, however, that the Company is not then in material breach of this Agreement;

(c) by Acquiror, if the Company shall have breached any representation or warranty or failed to comply with any covenant applicable to the Company that would, in either case, cause any Closing Condition set forth in Section 9.03(a) not to be satisfied and such breach is not waived by Acquiror and (i) is curable and is not cured by the Company prior to the earlier to occur of (A) thirty (30) Business Days after receipt by the Company of Acquiror's notice of its intent to terminate, and (B) the Outside Date or (ii) is incapable of being cured prior to the Outside Date; provided, however, that Acquiror is not then in material breach of this Agreement;

(d) unless otherwise agreed by the Parties, by the Company or Acquiror, if the Closing shall not have occurred by the date that is eight (8) months following the Agreement Date (the "Outside Date"); provided, however, that (i) if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties or covenants contained in this Agreement by Acquiror or the Company, then the Party that failed to fulfill such obligations or breached the Agreement may not terminate this Agreement pursuant to this Section 10.01(d) and (ii) in the event that Study Closing has occurred, the Outside Date shall be deemed to mean the date that is the later of (x) three (3) months following the Study Closing and (y) six (6) months following the Agreement Date, but (in either case in this clause (ii)) in no event later than eight (8) months following the Agreement Date;

(e) by the Company or Acquiror, in the event that any Governmental Authority of competent jurisdiction shall have issued an Order that permanently enjoins the consummation of the Merger and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 10.01(e) shall not be available to the Company or Acquiror whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or other action;

(f) automatically if (x) the Restructuring Support Agreement has been terminated or is no longer in full force and effect, (y) any Existing Forbearance has been terminated or is no longer in effect, the "Forbearance Termination Date" (as defined in any Existing Forbearance) occurs and/or the forbearance by the Lenders contemplated by any Existing Forbearance is otherwise no longer in effect, and/or (z) if the Company files for Chapter 11 under the U.S. Bankruptcy Code or otherwise commences any similar insolvency proceeding in any jurisdiction;

(g) automatically at the time at which (x) the loans or commitments under any Existing Debt Agreement has been accelerated and/or (y) the Lenders take any action to foreclose upon, take possession of, sell, or enforce any lien or encumbrance on any of their collateral and/or the Required Consenting Lenders (as defined in the Restructuring Support Agreement) or elect to deliver a formal notice that they intend to initiate an Action against the Company and its Subsidiaries to enforce their rights or seek remedies under the Existing Credit Agreements;

(h) by the Acquiror, if (i) the (x) the Company breaches its obligations under Section 6.09(b) and/or (y) Required Consenting Lenders (as defined in the Restructuring Support Agreement) breach their obligations under the Restructuring Support Agreement, in each case of clauses (x) and (y), in a manner which has, or would reasonably be expected to have, a non-de-minimis adverse economic impact on the rights of the Company and its Subsidiaries or the Acquiror and its Subsidiaries thereafter or (ii) the Restructuring Support Agreement or any term thereof is amended, waived, supplemented or otherwise modified without the consent of the Acquiror in a manner which has, or would reasonably be expected to have, a non-de-minimis adverse economic impact on the rights of the Company and its Subsidiaries or the Acquiror and its Subsidiaries thereafter; or

(i) automatically, following the occurrence of a Forbearance Default (as defined in any Existing Forbearance Agreement), provided that, each of the parties hereto expressly agree that such termination may be rescinded (and such termination shall be deemed to have no force or effect and this Agreement shall continue in effect against all parties as if such termination had not occurred) by the Acquiror during the 72 hour period commencing immediately after Acquiror gains actual knowledge of such Forbearance Default, and provided further however that if such Forbearance Default is cured or waived or subject to forbearance by the parties to the relevant Existing Forbearance Agreement within such 72 hour period, and no other Forbearance Default remains outstanding, such termination shall be deemed rescinded (and shall be deemed to have no force or effect and this Agreement shall continue in effect against all parties as if such termination had not occurred)

(j) by the Company or Acquiror, if the Initial Business Combination Agreement has been validly terminated in accordance with its terms.

Notwithstanding anything herein to the contrary, following the commencement of any insolvency proceedings by the Company (including, but not limited to the commencement of cases under chapter 11 of title 11 of the United States Code) and unless and until there is an unstayed order of the Bankruptcy Court providing that the giving of notice under and/or termination of this Agreement in accordance with its terms is not prohibited by the automatic stay imposed by section 362 of the Bankruptcy Code, the occurrence of any of the termination events in clauses (f), (g) and (h) of Section 10.1 shall result in automatic termination of this Agreement, to the extent the Acquiror would otherwise have the ability to terminate this Agreement in accordance with such sections, one (1) calendar day following such occurrence unless waived in writing by the Acquiror.

10.02 Notice of Termination. If either Acquiror or the Company desires to terminate this Agreement pursuant to Section 10.01, such Party shall give written notice of such termination to the other Party.

10.03 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 10.01, this Agreement shall thereupon become null and void and of no further force and effect and there shall be no Liability on the part of any Party to any other Party, except that (i) the provisions of Section 6.03 (*Confidentiality*), Section 6.11 (*No Claims Against Trust Account*), Section 10.01(i) (Forbearance Default),, this Section 10.03 and Article XI *(Miscellaneous*) shall remain in full force and effect, (ii) nothing in this Section 10.03 shall be deemed to release the Company from any Liability for any knowing and intentional breach of any term of this Agreement prior to the date of termination or for intentional fraud (with the specific intent to deceive and mislead) and (iii) Acquiror shall remain obligated to pay the Transaction Expenses, if required to be paid pursuant to Section 10.03(b) (together with any Enforcement Costs, if any).

(b) If (i) the Company terminates this Agreement pursuant to Section 10.01(b) or Section 10.01(d) and, at the time of such termination, the conditions set forth in Section 9.01(d) (*Pro-Forma Available Cash*) or Section 9.02 (*Additional Conditions to the Obligations of the Company*) have not been satisfied or waived but all of the other Closing Conditions have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or (ii) Acquiror terminates this Agreement pursuant to Section 10.01(d) and, at the time of such termination, the conditions set forth in Section 9.01(d) (*Pro-Forma Available Cash*) or Section 9.02 (*Additional Conditions to the Obligations* of the Company) have not been satisfied or waived but all of the other Closing Conditions have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), then within two (2) Business Days after written notice by the Company to Acquiror with respect thereto, Acquiror shall pay or cause to be paid to the Company (x) all reasonable and documented out-of-pocket costs and expenses (including the fees of outside legal counsel, accountants and financial advisors to the Company) of the Company and (y) fees, expenses and reimbursements incurred by the Lenders in connection with the Existing Debt Restructuring incurred by the Company or any of its Subsidiaries and paid or payable by the Company or any of its Subsidiaries or their respective Representatives in connection with pursuing and executing the Transactions (such amounts set forth in the foregoing clauses (x) and (y), collectively, "Transaction Expenses"), in immediately available funds by wire transfer to the account specified in writing by the Company; provided, that the Transaction Expenses reimbursed by or on behalf of Acquiror pursuant to this Section 10.03(b) shall not exceed $4,000,000 in the aggregate.

(c) If Acquiror fails to promptly pay the Transaction Expenses when due, then Acquiror shall pay or cause to be paid to the Company (or its designee) all out-of-pocket fees, costs and expenses (including the fees, costs and expenses of outside counsel) incurred by the Company to enforce its rights under Section 10.03(b) and this Section 10.03(c) (any such amount, "Enforcement Costs").

(d) Other than in connection with the enforcement of the Confidentiality Agreement in accordance with its terms, following any valid termination of this Agreement in accordance with its terms, the Company's receipt of the Transaction Expenses, if any, in accordance with Section 10.03(b) (together with any Enforcement Costs, if any), shall be the sole and exclusive remedy of the Company, the Company Stockholder and their respective Affiliates against Acquiror, Merger Sub and any of their respective former, current and future Affiliates, Representatives, financing sources, shareholders, members, managers, partners, successors and assigns for any Liabilities suffered or incurred as a result of or under this Agreement or the Transactions, including the failure of the Closing to occur, and in no event shall Acquiror or any of its Subsidiaries or Affiliates have any Liability hereunder or otherwise in connection with the Transactions for any Liabilities or other amounts in excess of the amount of the Transaction Expenses (and any Enforcement Costs, if any), including for any breach of this Agreement or for any other matter whatsoever (regardless of the theory of liability); provided, however, that, for the avoidance of doubt, nothing in this Agreement shall be construed to (x) relieve Acquiror of its obligation to pay the Transaction Expenses if required to be paid pursuant to Section 10.03(b) (together with any Enforcement Costs) or (y) limit the Company from obtaining specific performance in accordance with Section 11.13 prior to the valid termination of this Agreement (including, for the avoidance of doubt, obtaining specific performance in the case of an invalid termination of this Agreement).

(e) Each of the Parties acknowledges that (i) the agreements contained in this Section 10.03 are an integral part of the Transactions and (ii) without these agreements, the Parties would not enter into this Agreement.

ARTICLE XI
MISCELLANEOUS

11.01 Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement, or agree to an amendment or modification to this Agreement in the manner contemplated by Section 11.10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

11.02 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given: (a) when delivered in person; (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid; (c) when delivered by FedEx or other nationally recognized overnight delivery service; or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

(a) If to Acquiror or Merger Sub, to:

Churchill Capital Corp. II
640 Fifth Avenue, 12th Floor
New York, NY 10019
Attn: Michael S. Klein
E-mail: Michael.klein@mkleinandcompany.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Kenneth M. Schneider
Ross A. Fieldston
E-mail: kscheinder@paulweiss.com
rfieldston@paulweiss.com

(b) If to the Company to:

Global Knowledge Training LLC
9000 Regency Parkway, Suite 400
Cary, NC 27518
Attn: CFO/General Counsel
E-mail: Brian.Holland@globalknowledge.com

with a copy to:

c/o Rhône Capital IV L.P.
12 E. 49th Street, 20th Floor
New York, New York 10017

Attn: M. Allison Steiner
E-mail: Steiner@rhonegroup.com

and

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Richard A. Pollack
E-mail: pollackr@sullcrom.com

or to such other address or addresses as the parties may from time to time designate in writing.

11.03 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 11.03 shall be null and void, *ab initio.*

11.04 Rights of Third Parties. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the D&O Indemnified Parties pursuant to Section 7.01, with respect to the Nonparty Affiliates pursuant to Section 11.14, or as otherwise expressly set forth in this Agreement, nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Lender and Affiliates of any party; provided, that if the Closing occurs, the First Lien Lenders and the Second Lien Lenders (in each case, as defined in the Restructuring Support Agreement) shall be third-party beneficiaries solely for purposes of enforcing their right to receive the applicable payments pursuant to Section 6.09(d).

11.05 Expenses. Except as otherwise provided in this Agreement, each party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

11.06 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

11.07 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.08 Schedules and Exhibits. The Schedules and Exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any disclosure made by a party in the Schedules with reference to any Section or schedule of this Agreement shall be deemed to be a disclosure with respect to all other Sections or schedules to which such disclosure may apply solely to the extent the relevance of such disclosure is reasonably apparent on the face of the disclosure in such Schedule. Certain information set forth in the Schedules is included solely for informational purposes.

11.09 Entire Agreement. This Agreement (together with the Schedules and Exhibits to this Agreement), the Subscription Agreement, the Confidentiality Agreement, and the Confidentiality Agreement, dated October 7, 2020, by and among Acquiror, the Company, and Study (the " Tripartite Confidentiality Agreement"), constitute the entire agreement among the parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties except as expressly set forth or referenced in this Agreement, the Subscription Agreement, the Confidentiality Agreement, and the Tripartite Confidentiality Agreement.

11.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. The approval of this Agreement by the stockholders of any of the parties shall not restrict the ability of the board of directors of any of the parties to terminate this Agreement in accordance with Section 10.01 or to cause such party to enter into an amendment to this Agreement pursuant to this Section 11.10.

11.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

11.12 Jurisdiction; WAIVER OF TRIAL BY JURY. Any Action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction, any federal or state court located in New York County, New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 11.12. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.13 Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(b) Each party agrees that irreparable damage would occur and the parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each party agrees that, prior to the valid termination of this Agreement, the other party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at law or in equity and the foregoing shall be the sole and exclusive remedy of any breach of this Agreement by Acquiror or Merger Sub prior to the valid termination of this Agreement. Furthermore, each party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement. Each party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, prior to the valid termination of this Agreement, in no event shall Acquiror or any of its Subsidiaries or Affiliates have any Liability for, and the Company and its Subsidiaries shall not seek or claim from Acquiror or its Subsidiaries or Affiliates, any monetary damages under this Agreement or otherwise in connection with the Transactions for any Liabilities or other amounts, including for any breach of this Agreement or for any other matter whatsoever (regardless of the theory of liability).

11.14 Non-Recourse. Without limiting any of the terms of Section 11.13, all claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their successors and assigns ("Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants or representative of, and any financial advisor or lender to, or other financing source of, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, or other financing source of, any of the foregoing ("Nonparty Affiliates"), shall have any Liability (whether in Contract or in tort, in law or in equity) for any claims, obligations, Liabilities, Actions or causes of action arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, obligations, Liabilities, Actions and causes of action against any such Nonparty Affiliates. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement (it being expressly agreed that the Nonparty Affiliates to whom this Section 11.14 applies shall be third-party beneficiaries of this Section 11.14).

11.15 Nonsurvival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

11.16 Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the parties. No party nor any Affiliate or Representative of such party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of the Transaction Agreements or the Transactions, except for communications that have been previously approved by the other applicable party or consistent with previous public announcements made pursuant to this Section 11.16, without the prior written consent of the other parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as a party believes in good faith and based on reasonable advice of counsel is required by applicable Law. Notwithstanding anything contained in this Agreement to the contrary, each party and its Affiliates may make announcements and may provide information regarding this Agreement and the Transactions to their respective owners, their Affiliates, and its and their respective directors, officers, employees, managers, advisors, direct and indirect investors and prospective investors without the consent of any other parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Acquiror, Merger Sub and the Company have caused this Agreement to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

CHURCHILL CAPITAL CORP II

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

MAGNET MERGER SUB, INC.

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer, Secretary and Treasurer

ALBERT DE HOLDINGS INC.

By: /s/ Todd Johnstone
Name: Todd Johnstone
Title: Chief Executive Officer

Exhibit A

Subscription Agreement

Exhibit B

AGREED FORM

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
of
ALBERT DE HOLDINGS INC.

Albert DE Holdings Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies that:

1. The Corporation was originally formed under the name Albert DE Holding Inc. by the filing of the Certificate of Incorporation (the "Certificate") of the Corporation was originally filed with the Secretary of State of the State of Delaware on _____.

2. This Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the General Corporation Law of the State of Delaware (the "DGCL").

3. The text of the Certificate is hereby amended and restated in its entirety to read as follows:

FIRST Name. The name of the corporation is Albert DE Holdings Inc. (the "Corporation").

SECOND Address; Registered Office and Agent. The address of the Corporation's registered office is 850 New Burton Road, Suite 201, Dover, County of Kent, State of Delaware, 19904, and the name of the Corporation's registered agent at such address is Cogency Global Inc.

THIRD Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH Number of Shares. The total number of shares of stock that the Corporation shall have authority to issue is 100 all of which shall be shares of Common Stock with the par value of $0.00001 per share.

FIFTH Election of Directors. Unless and except to the extent that the By-laws of the Corporation (the "By-laws") shall so require, the election of directors of the Corporation need not be by written ballot.

SIXTH Limitation of Liability. To the fullest extent permitted under the DGCL, as amended from time to time, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any amendment or repeal of the foregoing provision shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

SEVENTH Adoption, Amendment or Repeal of By-Laws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to adopt, amend and repeal the By-laws.

EIGHTH Certificate Amendments. The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Article

WITNESS the signature of this Certificate of Incorporation this ____ day of October, 2020.

Name:
Title:

Exhibit C

AGREED FORM

AMENDED AND RESTATED BY-LAWS

of

ALBERT DE HOLDINGS INC.

(a Delaware Corporation)

_____

TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

1.1 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.2 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.3 "Board" means the Board of Directors of the Corporation.

1.4 "By-laws" means the initial by-laws of the Corporation, as amended from time to time.

1.5 "Certificate of Incorporation" means the certificate of incorporation of the Corporation, as amended, supplemented or restated from time to time.

1.6 "Chairman" means the Chairman of the Board of Directors of the Corporation.

1.7 "Corporation" means Albert DE Holdings, Inc.

1.8 "DGCL" means the General Corporation Law of the State of Delaware, as amended.

1.9 "Directors" means the directors of the Corporation.

1.10 "law" means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

1.11 "Office of the Corporation" means the executive office of the Corporation, anything in Section 131 of the DGCL to the contrary notwithstanding.

1.12 "President" means the President of the Corporation.

1.13 "Secretary" means the Secretary of the Corporation.

1.14 "Stockholders" means the stockholders of the Corporation.

1.15 "Treasurer" means the Treasurer of the Corporation.

1.16 "Vice President" means a Vice President of the Corporation.

ARTICLE 2
STOCKHOLDERS

2.1 Place of Meetings. Meetings of Stockholders may be held at such place or solely by means of remote communication or otherwise, within or without the State of Delaware, as may be designated by the Board from time to time.

2.2 Annual Meeting. If required by applicable law, a meeting of Stockholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

2.3 Special Meetings. Unless otherwise prescribed by applicable law, special meetings of Stockholders may be called at any time by the Board and may not be called by any other person or persons. Business transacted at any special meeting of Stockholders shall be limited to the purpose(s) stated in the notice.

2.4 Record Date.

(A) For the purpose of determining the Stockholders entitled to notice of any meeting of Stockholders or any adjournment thereof, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date (the "Notice Record Date"), which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 or less than 10 days before the date of such meeting. The Notice Record Date shall also be the record date for determining the Stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such Notice Record Date, that a later date on or before the date of the meeting shall be the date for making such determination (the "Voting Record Date"). For purposes of determining the Stockholders entitled to express consent to corporate action in writing without a meeting, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days or less than 10 days after the date on which the record date was fixed by the Board. For purposes of determining the Stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, exercise any rights in respect of any change, conversion or exchange of stock or take any other lawful action, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days or less than 10 days prior to such action.

(B) If no such record date is fixed:

(i) The record date for determining Stockholders entitled to notice of and to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(ii) The record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Certificate of Incorporation), when no prior action by the Board is required by applicable law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law; and when prior action by the Board is required by applicable law, the record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

(iii) When a determination of Stockholders of record entitled to notice of or to vote at any meeting of Stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof, unless the Board fixes a new Voting Record Date for the adjourned meeting, in which case the Board shall also fix such Voting Record Date or a date earlier than such date as the new Notice Record Date for the adjourned meeting.

2.5 Notice of Meetings of Stockholders. Whenever under the provisions of applicable law, the Certificate of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the Voting Record Date, if such date is different from the Notice Record Date, and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these By-laws or applicable law, notice of any meeting shall be given, not less than 10 nor more than 60 days before the date of the meeting, to each Stockholder entitled to vote at such meeting as of the Notice Record Date. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting. If, after the adjournment, a new Voting Record Date is fixed for the adjourned meeting, the Board shall fix a new Notice Record Date in accordance with Section 2.4(B)(iii) (*Record Date*) hereof and shall give notice of such adjourned meeting to each Stockholder entitled to vote at such meeting as of the Notice Record Date.

2.6 Waivers of Notice. Whenever the giving of any notice to Stockholders is required by applicable law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

2.7 List of Stockholders. The Secretary shall prepare and make, at least 10 days before every meeting of Stockholders, a complete, alphabetical list of the Stockholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, at such Stockholder's expense, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable law. Except as provided by applicable law, the stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the list of Stockholders or to vote in person or by proxy at any meeting of Stockholders.

2.8 Quorum of Stockholders; Adjournment. Except as otherwise provided by these By-laws, at each meeting of Stockholders, the presence in person or by proxy of the holders of a majority of the voting power of all outstanding shares of stock entitled to vote at such meeting of Stockholders, shall constitute a quorum for transaction of any business at such meeting. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. At any meeting of Stockholders, all matters other than the election of directors, except as otherwise provided by the Certificate of Incorporation, these By-laws or any applicable law, shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect the Directors. Each Stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors at Meetings of Stockholders. The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors, who may be employees of the Corporation, to attend the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (A) ascertain the number of shares outstanding and the voting power of each, (B) determine the shares represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Adjournment. The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Stockholders, the President or, in the absence of the President, the Chairman or, if there is no Chairman or the Chairman is absent, a Vice President and, in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the meeting. Except to the extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Stockholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (A) the establishment of an agenda or order of business for the meeting, (B) rules and procedures for maintaining order at the meeting and the safety of those present, (C) limitations on attendance at or participation in the meeting to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (D) restrictions on entry to the meeting after the time fixed for the commencement thereof and (E) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the persons present at the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board or, if the Board has not so acted, with respect to designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.12 Order of Business

. The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

2.13 Written Consent of Stockholders Without a Meeting. Any action to be taken at any annual or special meeting of Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand, by certified or registered mail, return receipt requested, attached to an email in form of a PDF or by fascimile) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation pursuant to the foregoing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those Stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, consistent with the Certificate of Incorporation, these By-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Qualification; Term of Office. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. Directors need not be Stockholders. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

3.3 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of Directors or any vacancies occurring in the Board may be filled by the affirmative vote of a majority of the remaining members of the Board, although less than a quorum. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, election and qualification of a successor or the predecessor Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is specified therein.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman, within or without the State of Delaware, as considered necessary or desirable by the Directors.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places, within or without the State of Delaware, as may be determined by the Chairman, the President or the Secretary on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 (*Notice Procedure*) hereof other than by mail (in which case such notice period shall be at least be 3 days). Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. The Meetings of the Board or any Board committee may be held by means of telephone conference or other communication equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 (*Notice Procedure*) hereof other than by mail (in which case such notice period shall be at least be 3 days). Any business may be transacted at a meeting held following an adjournment if such business might have been transacted at the meeting as originally called.

3.9 Notice Procedure. Subject to Sections 3.6 (*Special Meetings*) and 3.10 (*Waiver of Notice*) hereof, whenever notice is required to be given to any Director by applicable law, the Certificate of Incorporation or these By-laws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at such Director's address as it appears on the records of the Corporation, telecopy or by other means of electronic transmission.

3.10 Waiver of Notice. Whenever the giving of any notice to Directors is required by applicable law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the Director entitled to such notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of such meeting, to transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board or a Board committee need be specified in any waiver of notice.

3.11 Organization. At each meeting of the Board, the Chairman or, in his or her absence, another Director selected by the Board shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting. In the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.12 Quorum of Directors. The presence of a majority of the Board shall be necessary and sufficient to constitute a quorum for transaction of business at any meeting of the Board.

3.13 Action by Majority Vote

. Except as otherwise expressly required by these By-laws or the Certificate of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.14 Action Without Meeting

. Unless otherwise restricted by these By-laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

ARTICLE 4
COMMITTEES OF THE BOARD

4.1 Committees. The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the members of the committee shall constitute a quorum for transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3.

ARTICLE 5
OFFICERS

5.1 Positions; Election. The officers of the Corporation shall be a President, a Secretary, a Treasurer and any other officers as the Board may elect from time to time, including a Chairman, one or more Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, who shall exercise such powers and perform such duties as shall be determined by the Board from time to time. Any number of offices may be held by the same person.

5.2 Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The election of an officer shall not of itself create contract rights.

5.3 Chairman. The Chairman, if one shall have been elected, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board.

5.4 President. The President shall have general supervision over the business of the Corporation and other duties incident to the office of President, and any other duties as may from time to time be assigned to the President by the Board and subject to the control of the Board in each case. The President shall preside at all meetings of the Stockholders and at all meetings of the Board at which the Chairman (if there be one) is not present. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law to be signed or executed by a different person.

5.5 Vice Presidents. Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the President or the Board. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law to be signed or executed by a different person.

5.6 Secretary. The Secretary shall attend all meetings of the Board and of the Stockholders, record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and perform such other duties as may be prescribed by the Board or by the President. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary, or an Assistant Secretary, shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, perform all duties incident to the office of secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board or the President.

5.7 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositaries as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositaries of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board or the President.

5.8 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the President.

ARTICLE 6
INDEMNIFICATION

6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board.

6.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Claims. If a claim for indemnification or advancement of expenses under this Article 6 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

6.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article 6 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these By-laws, the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

6.5 Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another entity or enterprise shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other entity or enterprise.

6.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article 6 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

6.7 Other Indemnification and Prepayment of Expenses. This Article 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE 7
GENERAL PROVISIONS

7.1 Certificates Representing Shares. The shares of any or all classes or series of capital stock of the Corporation shall be uncertificated shares, unless the Board otherwise provides by resolution. If shares are represented by a certificate, such certificate shall be signed by or in the name of the Corporation by the Chairman, if any, or the President or any Vice President, and by the Secretary, or any Assistant Secretary or the Treasurer or any Assistant Treasurer, certifying the number of shares owned by such Stockholder in the Corporation. Any or all of the signatures upon a certificate may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be an officer, a transfer agent or a registrar before such certificate has been issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still holding such office on the issue date of such certificate.

7.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock to replace a certificate alleged to have been lost, stolen or destroyed. The Corporation may require the owner of such lost, stolen or destroyed certificate or his/her/its legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

7.5 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

7.7 Amendments. These By-laws may be amended or repealed and new By-laws may be adopted by the Board, but the Stockholders may from time to time make additional By-laws or alter and repeal any By-laws whether such By-laws were originally adopted by them or otherwise.

7.8 Conflict with Applicable Law or Certificate of Incorporation. These By-laws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these By-laws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

Exhibit D

AGREED FORM

ALBERT DE HOLDINGS, INC.
LETTER OF TRANSMITTAL

Exchange of Company Stock for Warrants to Purchase Acquiror Common Stock

IMPORTANT - PLEASE READ THE FOLLOWING LETTER AND THE INSTRUCTIONS CAREFULLY BEFORE SIGNING THE ENCLOSED LETTER OF TRANSMITTAL

Ladies and Gentlemen:

The enclosed Letter of Transmittal is being delivered in connection with the merger (the "**Merger**") of [Magnet] Merger Sub, Inc. ("**Merger Sub**"), a Delaware corporation and a wholly owned subsidiary of Churchill Capital Corp II, a Delaware corporation ("**Acquiror**"), with and into Albert DE Holdings Inc., a Delaware corporation (the "**Company**") pursuant to that certain Agreement and Plan of Merger, dated as of October 12, 2020, by and among Acquiror, Merger Sub and the Company (as may be amended from time to time, the "**Merger Agreement**") and the General Corporation Law of the State of Delaware (the "**DGCL**"). Capitalized terms used and not defined in this letter have the respective meanings ascribed to such terms in the Merger Agreement. As a result of the Merger, at the Effective Time, by virtue of the Merger and without any further action on the part of any party or the holders of any securities of the Acquiror or the Company, all Company Shares, which consist entirely of the undersigned's Company Shares listed in Box B of the enclosed Letter of Transmittal, will automatically be converted into the right to receive as, if, and when payable pursuant to Article III of the Merger Agreement, the Merger Consideration (which shall comprise of, in the aggregate, [6,000,000] warrants with the terms set forth in the Warrant Agreement). The undersigned hereby surrenders the shares of Company Stock listed in Box B of the enclosed Letter of Transmittal for the purpose of receiving, as, if, and when payable pursuant to ARTICLE III of the Merger Agreement, the Merger Consideration in exchange therefor, in accordance with and subject to the terms of the Merger Agreement.**No payment of Merger Consideration shall be made with respect to the Company Shares until your delivery of a duly completed and validly executed Letter of Transmittal in accordance with the Merger Agreement.**

In the event the Merger Agreement is validly terminated in accordance with its terms and the Closing does not occur, the Company Shares shall not be converted into the right to receive the Merger Consideration, and any such Company Shares shall be promptly returned to you without payment of any consideration therefor, and the enclosed Letter of Transmittal, this letter and the representations, warranties, covenants and agreements contained herein shall be deemed null and void.

By signing the enclosed Letter of Transmittal, you hereby surrender to the Acquiror, for the benefit of Acquiror, the Company Shares described in Box B therein in exchange for the right to receive the Merger Consideration, into which such shares shall have been converted, in accordance with and subject to the terms of the Merger Agreement.

By signing the enclosed Letter of Transmittal, you hereby irrevocably constitute and appoint the Acquiror as your true and lawful agent and attorney-in-fact with respect to the Company Shares listed in Box B of the enclosed Letter of Transmittal, with full power of substitution, among other things, to cause the Company Shares to be assigned, transferred and exchanged in accordance with and subject to the terms of the Merger Agreement.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that you have full power and authority to submit, sell, assign and transfer the Company Shares listed in Box B of the enclosed Letter of Transmittal and that you, immediately prior to the Effective Time, had good and unencumbered title thereto, free and clear of all Liens and not subject to any adverse claims. You will, upon request, execute and deliver any additional documents reasonably requested by the Company or the Acquiror.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that (a) you have had the opportunity to receive, read and understand the Merger Agreement and (b) you have been given adequate opportunity to obtain any additional information or documents and to ask questions and receive answers about such information and documents.

By signing the enclosed Letter of Transmittal, you acknowledge that under U.S. federal income tax law, you may be subject to backup withholding tax on any cash paid to you in connection with the Merger, and that failure to provide a properly completed and signed Internal Revenue Service ("**IRS**") Form W-9 or the appropriate version of IRS Form W-8, as applicable, may result in backup withholding on any applicable payments made to you, as described below under "General Instructions." **You should consult your own tax advisor to determine whether you are exempt from these backup withholding tax requirements and to determine the proper form to be used to avoid backup withholding tax.**

By signing the enclosed Letter of Transmittal, you acknowledge that Acquiror, Merger Sub, the Company and/or the Surviving Company may withhold certain amounts from any amounts otherwise deliverable or payable to you under the Merger Agreement that may be required to be withheld under the Code or any other applicable Law subject to Section 3.04 of the Merger Agreement, and that such withheld amounts shall be treated for all purposes under the Merger Agreement and the enclosed Letter of Transmittal as paid to the person(s) in respect of which such withholding was made.

By signing the enclosed Letter of Transmittal, you hereby represent and warrant that the information provided for delivery of the Merger Consideration set forth in the enclosed Letter of Transmittal is true, correct and complete and, notwithstanding any limitations in the Merger Agreement, you hereby agree to indemnify and hold harmless Acquiror, Merger Sub, the Company, the Surviving Company, and their respective affiliates, agents and representatives from any claims by any person, including you, as to the delivery pursuant to such delivery instructions, as applicable, of any consideration to be paid to you, or on your behalf, in respect of your Company Shares. It is your obligation to notify the Acquiror of any change to the special delivery instructions set forth herein.

By signing the enclosed Letter of Transmittal, you understand that surrender is not made in acceptable form until receipt by the Acquiror of the enclosed Letter of Transmittal, duly completed and signed, together with all accompanying evidences of authority in form satisfactory to Acquiror and any other required documents. By signing the enclosed Letter of Transmittal, you agree that delivery of the Company Shares will be effected, and the risk of loss and title to such Company Shares will pass, only upon proper delivery thereof to the Acquiror. All questions as to validity, form and eligibility of the Company Shares hereunder, to the extent applicable, will be made by the reasonable determination of the Acquiror, which reasonable determination be final and binding on all parties. The Acquiror shall take reasonable action to inform you of any defects that it is unwilling to waive and may, but shall not be required to, take reasonable action to assist you to correct any such defects. You hereby covenant and agree that upon request, you will execute, complete and deliver any additional documents reasonably deemed by the Acquiror to be necessary to complete the proper conversion of your Company Shares in accordance with the terms and conditions of the Merger Agreement and this letter and the enclosed Letter of Transmittal.

If there is a conflict between any provision of this letter and/or the enclosed Letter of Transmittal and a provision in the Merger Agreement, each of this letter and/or the enclosed Letter of Transmittal and the Merger Agreement is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but to the extent, and only to the extent, of such conflict, the provision of the Merger Agreement shall control unless specifically provided otherwise.

[You hereby acknowledge and agree that during the period commencing on the Closing Date and continuing to and including the date that is 180 days following the Closing Date (the "**Lock-Up Period**"), you shall not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares, or any options or warrants to purchase any Acquiror Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive Acquiror Common Stock, or any interest in any of the foregoing, whether now owned or hereinafter acquired, are owned directly by you (including holding as a custodian) or with respect to which you have beneficial ownership within the rules and regulations of the Securities and Exchange Commission (the "**Commission**") (collectively, the "**covered shares**"). The foregoing restriction is expressly agreed to preclude you from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the covered shares even if such covered shares would be disposed of by someone other than you. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the covered shares or with respect to any security that includes, relates to, or derives any significant part of its value from such covered shares. Notwithstanding the foregoing, you may transfer or dispose of any of your shares of Acquiror Common Stock (i) by will or intestacy, (ii) as a bona fide gift or gifts, including to charitable organizations, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this paragraph, "immediate family" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) to any immediate family member or other dependent, (v) as a distribution to your limited partners, members or stockholders, (vi) to your Affiliated investment fund or another Affiliated entity you or your Affiliates control or manage, (vii) to a nominee or custodian of a person to whom a disposition or transfer would be permissible under clauses (i) through (vi) above, (viii) pursuant to an order or decree of a governmental authority, (ix) from an executive officer to Acquiror or its subsidiary or parent entities upon death, disability or termination of employment, in each case, of such executive officer, (x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction in each case made to all holders of the shares involving a change of control transaction (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, your shares of Acquiror Common Stock shall remain subject to the terms and conditions of this paragraph, (xi) to Acquiror (a) pursuant to the exercise, in each case on a "cashless" or "net exercise" basis, of any option to purchase shares granted by Acquiror pursuant to any employee benefit plans or arrangements which are set to expire during the Lock-Up Period, where any shares you receive upon any such exercise will be subject to the terms of this paragraph, or (b) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase shares or the vesting of any restricted stock awards granted by Acquiror pursuant to employee benefit plans or arrangements which are set to expire or automatically vest during the Lock-Up Period, in each case on a "cashless" or "net exercise" basis, where any shares you receive upon any such exercise or vesting will be subject to the terms of this paragraph, or (xii) with the prior written consent of Acquiror; provided that, in the case of each transfer or distribution pursuant to clauses (ii) through (vii) above, (I) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this paragraph; and (II) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor. For the purpose of this paragraph, "Affiliate" shall mean, with respect to any specified person, any person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person, through one or more intermediaries or otherwise. You hereby agree and consent to the entry of stop transfer instructions with Acquiror'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 your shares of Acquiror Common Stock describing the foregoing restrictions.

Effective from and after the Effective Time and in consideration of the right to receive the Merger Consideration in accordance with the Merger Agreement, you, on behalf of yourself and your past, present or future heirs, executors, administrators, predecessors-in-interest, successors, permitted assigns, equityholders, general or limited partners, Affiliates and Representatives (including, in each case, their past, present or future officers and directors) (each, a "**Releasing Party**"), hereby knowingly, voluntarily, irrevocably, unconditionally and forever acquits, releases and discharges, and covenants not to sue Acquiror, Merger Sub, the Company, the Surviving Company, their respective predecessors, successors, parents, subsidiaries and other Affiliates and their respective past, present or future owners, managers, members, general or limited partners, shareholders, fiduciaries (in their official and individual capacities), and Representatives (in their capacities as such) (each, a "**Released Party**" and, collectively, the "**Released Parties**"), from any and all liabilities, penalties, fines, judgments (at equity or at law, including statutory and common) and other losses (including damages, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever), in each case arising from any matter, cause or event occurring from the beginning of time to the Effective Time that a Releasing Party presently has, has ever had, or may hereafter have, in each case, to the extent arising out of his/her/its ownership of options or equity securities in the Company; provided, that nothing contained herein shall limit (a) any rights under the Merger Agreement or any Transaction Agreement (as defined in the Merger Agreement), (b) any rights to indemnification or to advancement or reimbursement of expenses (i) to which the Releasing Party may be entitled in his/her/its capacity as a current or former employee officer or director of the Company, or (c) in the case of any Releasing Party who is a current or former employee of the Company: (i) any rights with respect to compensation payable, accrued vacation and/or accrued bonuses earned prior to the Closing Date in the ordinary course of business and the reimbursement of reasonable business related expenses incurred prior to the Closing Date in the ordinary course of employment, which are reimbursable under the expense reimbursement policies of the Company and any agreement with the Company relating to employment or pursuant to which the Company is or may become obligated to make any retention, severance, termination, or similar payment; or (ii) any rights under any retirement or health and welfare benefit plan of the Company. This paragraph is for the benefit of the Released Parties and shall be enforceable by any of them directly against the Releasing Parties.

You hereby represent that you have not made any assignment or transfer of any claim or other matter covered by the two preceding paragraphs and have not filed any Action of any kind against any Released Party relating to any matter covered by the two preceding paragraphs, and you hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced or instituted, any Action of any kind against any Released Party, based upon any matter released hereby. You hereby acknowledge and intend that this release shall be effective as a bar to each and every one of the claims hereinabove mentioned or implied, and expressly consent that this release shall be given full force and effect in accordance with each and every express term or provision hereof, including those (a) relating to any claims hereinabove mentioned or implied or (b) relating to unknown and unsuspected claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated claims).

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, your death or incapacity. All your obligations hereunder shall be binding upon your heirs, estates, executors, administrators, personal representatives, successors and permitted assigns. Nothing herein is intended to or will confer any rights or remedies on any person other than you or the parties to the Merger Agreement.

LETTER OF TRANSMITTAL

For delivery of shares of capital stock of A
lbert DE Holdings Inc. ("Company Shares")
pursuant to the Agreement and Plan of Merger (the "Merger Agreement")
by and among
Churchill Capital Corp II ("Acquiror"), [Magnet] Merger Sub, Inc. ("Merger Sub") and Albert DE Holdings Inc. (the "Company")

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ON THE LAST PAGE HEREOF WILL NOT CONSTITUTE A VALID DELIVERY

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED

NOTE: SIGNATURES MUST BE PROVIDED BELOW

All registered holders of Company Shares as of immediately prior to the Effective Time of the Merger contemplated by the Merger Agreement must complete Boxes A and B and sign on this page [●].
Please also read the "General Instructions" on page [●].

BOX A – Signature of Registered Holder(s)	**BOX B – Company Shares to be Converted**	
(Must be signed by all registered shareholders; include legal capacity if signing on behalf of an entity)	**Number and Class of shares of capital stock of the Company held by the shareholder of the Company**	1,000 shares of Common Stock, par value $0.01 per share.
Signature(s)		
Print Name Here (and capacity, if the registered holder is an entity)	**Total number of Company Shares to be Converted:**	1,000 shares of Common Stock, par value $0.01 per share.
Telephone Number		

Please remember to complete and sign the enclosed IRS Form W-9 or, if applicable, a Form W-8BEN or other Form W-8 (see instructions below).

BOX C – Name and Address of Registered Holder(s)
Please provide your address and email address for delivery of the Merger Consideration in the box below

General Instructions

Please read this information carefully.

- **BOX A – Signatures:** All registered holders must sign as indicated in Box A. If you are signing on behalf of a registered holder or entity your signature must include your legal capacity.

- **BOX B – Company Shares Detail:** List the amount and class of Company Shares to be converted in Box B.

- **BOX C – Current Name and Address of Registered Holder:** Please confirm that the email address and street address here are the email address and address that should be used for all future communications and payments, if any. If your permanent address should be changed on [●] records, please make the necessary changes in Box C. If your permanent address should change in the future, please notify [●] at the number listed below.

- **Important Tax Information:** Under current U.S. federal income tax laws, [●] (as payer) may be required under the backup withholding rules to withhold a portion of the amount of any payments made to certain holders (or other payees) pursuant to the merger. In order to avoid such backup withholding, if the person receiving payment for the shares is a United States person (for U.S. federal income tax purposes), such payee must timely complete and sign the enclosed Internal Revenue Service ("**IRS**") Form W-9 to certify the payee's correct taxpayer identification number ("**TIN**") and to certify that such payee is not subject to such backup withholding, or must otherwise establish a basis for exemption from backup withholding (currently imposed at a rate of 24%). Certain holders or other payees (including, among others, corporations and tax-exempt organizations) are not subject to these backup withholding and reporting requirements. Exempt payees should furnish their TIN, provide the applicable codes in the box labeled "Exemptions," and sign, date and send the IRS Form W- 9 to the Acquiror. A holder or other payee who is a foreign individual or a foreign entity should complete, sign, and submit to [●] the appropriate IRS Form W-8 (instead of an IRS Form W-9), signed under penalties of perjury, attesting to such person's exempt status. Holders and other payees are urged to consult their own tax advisors to determine whether they are exempt from or otherwise not subject to backup withholding. The appropriate IRS Form W-8 may be obtained from the Acquiror or from the IRS. Additional copies of IRS Form W-9 are available from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS website at *www.irs.gov*.

  If a stockholder or payee is a citizen or individual resident of the United States, the TIN is generally his or her social security number. If the Acquiror is not provided with the correct TIN, a $50 penalty may be imposed by the IRS and/or payments made with respect to shares exchanged pursuant to the Merger may be subject to backup withholding. Failure to comply truthfully with the backup withholding requirements, if done willfully, may also result in the imposition of criminal and/or civil fines and penalties. See IRS Form W-9 attached hereto for additional information.

  If backup withholding applies, [●] is required to withhold on any payments made to the holder or other payee. Backup withholding is not an additional tax. A holder or payee subject to the backup withholding rules will be allowed a credit of the amount withheld against such holder's U.S. federal income tax liability, and, if backup withholding results in an overpayment of tax, such holder may be entitled to a refund, provided the requisite information is correctly furnished to the IRS in a timely manner.

- **Deficient Presentments:** If you request a registration change that is not in proper form, the required documentation will be requested from you and this will delay processing of any funds.

By Mail to

[●]

For additional information please contact [●] at [telephone] or [email].

Exhibit E

Form of Restructuring Support Agreement

Exhibit F

Form of Registration Rights Agreement

Exhibit G

Form of PIPE Subscription Agreement

Exhibit H

AGREED FORM

CHURCHILL CAPITAL CORP II

and

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

WARRANT AGREEMENT

Dated as of October 12, 2020

THIS WARRANT AGREEMENT (this "**Agreement**"), dated as of October 12, 2020, is by and between Churchill Capital Corp II, a Delaware corporation (the "**Company**"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "**Warrant Agent**").

WHEREAS, the Company and the other parties named therein entered into that certain Agreement and Plan of Merger, dated as of October 12, 2020 (the "**Merger Agreement**"), pursuant to which, *inter alia*, a direct, wholly owned subsidiary of the Company will be merged with and into Albert DE Holdings Inc., a Delaware corporation ("**Magnet**"), with Magnet surviving as a wholly owned subsidiary of the Company (the "**Merger**"), on the terms and subject to the conditions set forth therein (the Merger, together with the other transactions contemplated by the Merger Agreement, the "**Transactions**"). Defined terms used and not defined in this Agreement shall have the meaning ascribed to such terms in the Merger Agreement;

WHEREAS, in connection with the consummation of the Merger, all shares of common stock of Magnet shall be converted into the right to receive 6,000,000 warrants with the terms set forth in this Agreement (or 5,000,000 such warrants if the Subscription Agreement (as defined in the Merger Agreement) is terminated in accordance with its terms prior to the closing of the Merger), each such warrant entitling the holders thereof to purchase one share of Class A Common Stock of the Company, par value $0.0001 per share (the "**Common Stock**") (subject to rounding to avoid fractional warrants), at an exercise price of $11.50 per share, subject to adjustment as described herein and bearing the legend set forth in Exhibit A hereto (the "**GK Warrants**");

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange and exercise of the GK Warrants;

WHEREAS, the Company desires to provide for the form and provisions of the GK Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the GK Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the GK Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the GK Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

2. Warrants.

2.1 Form of GK Warrant. Each GK Warrant shall initially be issued in registered form only. GK Warrants may be represented by one or more physical definitive certificates or by book entry.

2.2 Effect of Countersignature. If a physical definitive certificate is issued, unless and until countersigned by the Warrant Agent, either by manual or facsimile signature, pursuant to this Agreement, a GK Warrant shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 GK Warrant Register. The Warrant Agent shall maintain books (the "**Warrant Register**"), for the registration of original issuance and the registration of transfer of the GK Warrants. Upon the initial issuance of the GK Warrants in book-entry form, the Warrant Agent shall issue and register the GK Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company.

The physical definitive certificates, if issued, shall be in the form annexed hereto as Exhibit A, and shall be signed by, or bear the facsimile signature of, the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, the President or the Secretary or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any GK Warrant shall have ceased to serve in the capacity in which such person signed the GK Warrant before such GK Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance.

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any GK Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such GK Warrant is registered in the Warrant Register (the "**Registered Holder**") as the absolute owner of such GK Warrant and of each GK Warrant represented thereby (notwithstanding any notation of ownership or other writing on any physical definitive certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4 Fractional Warrants. The Company shall not issue fractional GK Warrants and the Company shall round down to the nearest whole number the number of GK Warrants to be issued to such holder.

3. Terms and Exercise of GK Warrants.

3.1 GK Warrant Price. Each GK Warrant shall entitle the Registered Holder thereof, subject to the provisions of such GK Warrant and of this Agreement, to purchase from the Company the number of shares of Common Stock stated therein, at the price of $11.50 per share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1. The term "**Warrant Price**" as used in this Agreement shall mean the price per share described in the prior sentence at which shares of Common Stock may be purchased at the time a GK Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) business days, provided, that the Company shall provide at least twenty (20) days prior written notice of such reduction to Registered Holders of the GK Warrants and, provided further that any such reduction shall be identical among all of the GK Warrants.

3.2 Duration of GK Warrants. A GK Warrant may be exercised only during the period (the "**Exercise Period**") (A) commencing on the date that is thirty (30) days after the date of this Agreement, and (B) terminating at 5:00 p.m., New York City time on the earlier to occur of (x) the date that is five (5) years after the date of this Agreement and (y) the liquidation of the Company in accordance with the Company's certificate of incorporation, as amended from time to time (the "**Expiration Date**"); provided, however, that the exercise of any GK Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below, with respect to an effective registration statement. Each GK Warrant not exercised on or before the Expiration Date shall become null and void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the GK Warrants by delaying the Expiration Date; provided that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the GK Warrants, and, provided further that any such extension shall be identical in duration among all the GK Warrants.

3.3 Exercise of GK Warrants.

3.3.1 Payment. Subject to the provisions of the GK Warrant and this Agreement, a GK Warrant may be exercised by the Registered Holder thereof at any time prior to the Expiration Date by surrendering it at the office of the Warrant Agent or at the office of its successor as Warrant Agent, together with (i) an election to purchase form, duly executed, electing to exercise such GK Warrant; and (ii) payment in full of the Warrant Price for each full share of Common Stock as to which the GK Warrant is exercised and any and all applicable taxes due in connection with the exercise of the GK Warrant, the exchange of the GK Warrant for the shares of Common Stock and the issuance of such shares of Common Stock, as follows:

(a) in lawful money of the United States, in good certified check or good bank draft payable to the order of the Warrant Agent or by wire;

(b) so long as such GK Warrant is held by Albert UK Holdings 1 Limited (the "**Initial Holder**") or a Designated Transferee, on a "cashless" basis by surrendering the GK Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the GK Warrants, multiplied by the excess of the "Fair Market Value", as defined in this subsection 3.3.1(b), over the Warrant Price by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(b), (A) the "**Fair Market Value**" shall mean the average closing price of the Common Stock for the ten (10) trading days ending on the third trading day prior to the date on which notice of exercise of the Warrant is sent to the Warrant Agent and (B) a " **Designated Transferee**" shall mean any limited partners, members or stockholders, to the Initial Holder's Affiliated investment fund or another Affiliated entity that the Initial Holder or the Initial Holder's Affiliates control or manage and each of their respective limited partners, members or stockholders (or an affiliate thereof); or

(c) as provided in Section 7.4 hereof.

The Warrant Agent shall forward funds received for warrant exercises in a given month by the 5th business day of the following month by wire transfer to an account designated by the Company.

3.3.2 Issuance of Shares of Common Stock on Exercise. As soon as practicable after the exercise of any GK Warrant and the clearance of the funds in payment of the Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such GK Warrant a book-entry position or certificate, as applicable, for the number of full shares of Common Stock to which he, she or it is entitled, registered in such name or names as may be directed by him, her or it, and if such GK Warrant shall not have been exercised in full, a new book-entry position or countersigned GK Warrant, as applicable, for the number of shares of Common Stock as to which such GK Warrant shall not have been exercised. Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Common Stock pursuant to the exercise of a GK Warrant and shall have no obligation to settle such GK Warrant exercise unless a (A) (a) registration statement under the Securities Act covering the issuance of the Common Stock underlying the GK Warrants is then effective and (b) a prospectus relating thereto is current, subject to the Company's satisfying its obligations under Section 7.4 or (B) an applicable exemption from registration under the Securities Act is available. No GK Warrant shall be exercisable and the Company shall not be obligated to issue shares of Common Stock upon exercise of a GK Warrant unless the shares of Common Stock issuable upon such GK Warrant exercise have been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the GK Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a GK Warrant, the holder of such GK Warrant shall not be entitled to exercise such GK Warrant and such GK Warrant may have no value and expire worthless. Subject to Section 4.6 of this Agreement, a Registered Holder of GK Warrants may exercise its GK Warrants only for a whole number of shares of Common Stock. In no event will the Company be required to net cash settle the GK Warrant exercise. The Company may require holders of GK Warrants to settle the GK Warrant on a "cashless basis" pursuant to Section 7.4.2. If, by reason of any exercise of GK Warrants on a "cashless basis," the holder of any GK Warrant would be entitled, upon the exercise of such GK Warrant, to receive a fractional interest in a share of Common Stock, the Company shall round down to the nearest whole number, the number of shares of Common Stock to be issued to such holder.

3.3.3 Valid Issuance. All shares of Common Stock issued upon the proper exercise of a GK Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

3.3.4 Date of Issuance. Each person in whose name any book entry position or certificate, as applicable, for shares of Common Stock is issued shall for all purposes be deemed to have become the holder of record of such shares of Common Stock on the date on which the GK Warrant, or book entry position representing such GK Warrant, was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated GK Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the share transfer books or book entry system are open.

3.3.5 Maximum Percentage. A holder of a GK Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a GK Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not affect the exercise of the holder's GK Warrant, and such holder shall not have the right to exercise such GK Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates) to the Warrant Agent's actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as a holder may specify) (the "**Maximum Percentage**") of the shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such person and its affiliates shall include the number of shares of Common Stock issuable upon exercise of the GK Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock that would be issuable upon (x) exercise of the remaining, unexercised portion of the GK Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). For purposes of the GK Warrant, in determining the number of issued and outstanding shares of Common Stock, the holder may rely on the number of issued and outstanding shares of Common Stock as reflected in (1) the Company's most recent annual report on Form 10-K, quarterly report on Form 10-Q, current report on Form 8-K or other public filing with the U.S. Securities and Exchange Commission (the "**Commission**") as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Warrant Agent setting forth the number of Common Stock issued and outstanding. For any reason at any time, upon the written request of the holder of the GK Warrant, the Company shall, within two (2) business days, confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. By written notice to the Company, the holder of a GK Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

4. Adjustments.

4.1 Stock Dividends.

4.1.1 Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding shares of Common Stock is increased by a stock dividend payable in shares of Common Stock, or by a split-up of shares of Common Stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Common Stock issuable on exercise of each GK Warrant shall be increased in proportion to such increase in the number of outstanding shares of Common Stock. A rights offering to holders of shares of Common Stock entitling holders to purchase shares of Common Stock at a price less than the "Fair Market Value" (as defined below) shall be deemed a stock dividend of a number of shares of Common Stock equal to the product of (i) the number of shares of Common Stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the shares of Common Stock) multiplied by (ii) one (1) minus the quotient of (x) the price per share of Common Stock paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for shares of Common Stock, in determining the price payable for shares of Common Stock, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "Fair Market Value" means the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

4.1.2 Extraordinary Dividends. If the Company, at any time while the GK Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the shares of Common Stock on account of such shares of Common Stock (or other shares of the Company's capital stock into which the GK Warrants are convertible), other than (a) as described in subsection 4.1.1 above, (b) Ordinary Cash Dividends (as defined below) or (c) in connection with any distribution of its assets upon its liquidation (any such non-excluded event being referred to herein as an "**Extraordinary Dividend**"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each share of Common Stock in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "**Ordinary Cash Dividends**" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the shares of Common Stock during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of shares of Common Stock issuable on exercise of each GK Warrant) does not exceed $0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding shares of Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Common Stock issuable on exercise of each GK Warrant shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

4.3 Adjustments in Warrant Price. Whenever the number of shares of Common Stock purchasable upon the exercise of the GK Warrants is adjusted, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of shares of Common Stock purchasable upon the exercise of the GK Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of shares of Common Stock so purchasable immediately thereafter.

4.4 Replacement of Securities upon Reorganization, Etc. In case of any reclassification or reorganization of the outstanding shares of Common Stock (other than a change under Section 4.1 or Section 4.2 hereof or that solely affects the par value of such shares of Common Stock), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company into another type of entity (other than a consolidation or merger in which the Company is the continuing corporation (and is not a subsidiary of another entity whose stockholders did not own all or substantially all of the Common Stock of the Company in substantially the same proportions immediately before such transaction) and that does not result in any reclassification or reorganization of the outstanding shares of Common Stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the GK Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the GK Warrants and in lieu of the shares of Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the GK Warrants would have received if such holder had exercised his, her or its GK Warrant(s) immediately prior to such event (the "**Alternative Issuance**"); provided, however, that (i) if the holders of the shares of Common Stock were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each GK Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the shares of Common Stock in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the shares of Common Stock under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding shares of Common Stock, the holder of a GK Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such GK Warrant holder had exercised the GK Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the shares of Common Stock held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of the shares of Common Stock in the applicable event is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the GK Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Current Report on Form 8-K filed with the Commission, the Warrant Price shall be reduced by an amount (in dollars) equal to the difference, if positive, of (i) the Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below) (which amount determined under this clause (ii) shall not be less than zero). The "**Black-Scholes Warrant Value**" means the value of a GK Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets ("**Bloomberg**"). For purposes of calculating such amount, (1) the price of each share of Common Stock shall be the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (2) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (3) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the GK Warrant. "**Per Share Consideration**" means (i) if the consideration paid to holders of the shares of Common Stock consists exclusively of cash, the amount of such cash per share of Common Stock, and (ii) in all other cases, the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in shares of Common Stock covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the Warrant Price be reduced to less than the par value per share issuable upon exercise of the GK Warrant.

4.5 Notices of Changes in GK Warrant. Upon every adjustment of the Warrant Price or the number of shares of Common Stock issuable upon exercise of a GK Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of shares of Common Stock purchasable at such price upon the exercise of a GK Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based; provided, however, that no adjustment to the number of shares of Common Stock issuable upon exercise of a GK Warrant shall be required until cumulative adjustments amount to 1% or more of the number of shares of Common Stock issuable upon exercise of a GK Warrant as last adjusted; provided, further, that any such adjustments that are not made are carried forward and taken into account in any subsequent adjustment. Notwithstanding the foregoing, all such carried forward adjustments shall be made (i) in connection with any subsequent adjustment that (taken together with such carried forward adjustments) would result in a change of at least 1% in the number of shares of Common Stock issuable upon exercise of a GK Warrant and (ii) on the exercise date of any GK Warrant. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4 4 in connection with which an adjustment is made to the Warrant Price or the number of shares of Common Stock issuable upon exercise of a GK Warrant, the Company shall give written notice of the occurrence of such event to each holder of a GK Warrant, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional shares of Common Stock upon the exercise of GK Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any GK Warrant would be entitled, upon the exercise of such GK Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of shares of Common Stock to be issued to such holder.

4.7 Form of GK Warrant. The form of GK Warrant need not be changed because of any adjustment pursuant to this Section 4, and GK Warrants issued after such adjustment may state the same Warrant Price and the same number of shares of Common Stock as is stated in the GK Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of GK Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any GK Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding GK Warrant or otherwise, may be in the form as so changed.

4.8 Other Events. In case any event shall occur affecting the Company as to which none of the provisions of the preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the GK Warrants in order to (i) avoid an adverse impact on the GK Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the GK Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. The Company shall adjust the terms of the GK Warrants in a manner that is consistent with any adjustment recommended in such opinion.

5. Transfer and Exchange of GK Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding GK Warrant upon the Warrant Register, upon surrender of such GK Warrant for transfer, in the case of certificated warrants, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer.. Upon any such transfer, a new GK Warrant representing an equal aggregate number of GK Warrants shall be issued and the old GK Warrant shall be cancelled by the Warrant Agent. In the case of certificated warrants, the GK Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. GK Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer and thereupon the Warrant Agent shall issue in exchange therefor one or more new GK Warrants as requested by the Registered Holder of the GK Warrants so surrendered, representing an equal aggregate number of GK Warrants; provided, however, that in the event that a GK Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such GK Warrant and issue new GK Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new GK Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a GK Warrant.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of GK Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the GK Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with GK Warrants duly executed on behalf of the Company for such purpose.

6. RESERVED.

7. Other Provisions Relating to Rights of Holders of GK Warrants.

7.1 No Rights as Stockholder. A GK Warrant does not entitle the Registered Holder thereof to any of the rights of a stockholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any GK Warrant is lost, stolen, mutilated or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated GK Warrant, include the surrender thereof), issue a new GK Warrant of like denomination, tenor and date as the GK Warrant so lost, stolen, mutilated or destroyed, and countersigned by the Warrant Agent. Any such new GK Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed GK Warrant shall be at any time enforceable by anyone. Warrant Agent may, at its option, countersign replacement GK Warrants for mutilated certificates upon presentation thereof without such indemnity.

7.3 Reservation of Shares of Common Stock. The Company shall at all times reserve and keep available a number of its authorized but unissued shares of Common Stock that shall be sufficient to permit the exercise in full of all outstanding GK Warrants issued pursuant to this Agreement.

7.4 Registration of Shares of Common Stock; Cashless Exercise at Company's Option.

7.4.1 [Reserved].

7.4.2 Cashless Exercise at Company's Option. If the shares of Common Stock are at the time of any exercise of a GK Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor statute) and there is no effective registration statement covering the shares issuable upon exercise of the GK Warrants at such time, the Company may, at its option, require holders of GK Warrants who exercise GK Warrants to exercise such GK Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor statute) or such other applicable exemption, for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the GK Warrants, multiplied by the excess of the "**Fair Market Value**" (as defined below) over the Warrant Price by (y) the Fair Market Value. Solely for purposes of this section 7.4.2, **"Fair Market Value**" shall mean the average closing price of the Common Stock for the ten (10) trading days ending on the third trading day prior to the date that notice of exercise is sent to the Warrant Agent from the holder of such GK Warrants or its securities broker or intermediary, and if the Company does not so elect, the Company agrees to use its best efforts to register or qualify for sale the shares of Common Stock issuable upon exercise of the GK Warrant under the blue sky laws of the state of residence of the exercising GK Warrant holder to the extent an exemption is not available.

8. Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of shares of Common Stock upon the exercise of the GK Warrants, but the Company and the Warrant Agent shall not be obligated to pay any transfer taxes in respect of the GK Warrants or such shares of Common Stock.

8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of ninety (90) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of a GK Warrant (who shall, with such notice, submit his GK Warrant for inspection by the Company), then the holder of any GK Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be authorized under applicable laws to exercise the powers of a transfer agent and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Company's transfer agent for the shares of Common Stock not later than the effective date of any such appointment.

8.2.3 Merger or Consolidation of Warrant Agent. Any entity into which the Warrant Agent may be merged or with which it may be consolidated or any entity resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3 Fees and Expenses of Warrant Agent.

8.3.1 Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

8.3.2 Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4 Liability of Warrant Agent.

8.4.1 Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, the President or the Secretary or other principal officer of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own, or its representatives', gross negligence, willful misconduct, bad faith or material breach of this Agreement. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except as a result of the Warrant Agent's, or its representatives', gross negligence, willful misconduct, bad faith or material breach of this Agreement.

8.4.3 Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any GK Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any GK Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Common Stock to be issued pursuant to this Agreement or any GK Warrant or as to whether any shares of Common Stock shall, when issued, be valid and fully paid and non-assessable.

8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to GK Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of shares of Common Stock through the exercise of the GK Warrants.

8.6 Waiver. The Warrant Agent has no right of set-off or any other right, title, interest or claim of any kind ("**Claim**") in, or to any distribution of, the Trust Account (as defined in that certain Investment Management Trust Agreement, dated as of February 13, 2020, by and between the Company and the Warrant Agent as trustee thereunder) and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the Trust Account for any reason whatsoever. The Warrant Agent hereby waives any and all Claims against the Trust Account and any and all rights to seek access to the Trust Account.

9. Miscellaneous Provisions.

9.1 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.2 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any GK Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Churchill Capital Corp II
640 Fifth Avenue, 12th Floor
New York, New York 10019
Attention: Michael S. Klein

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Kenneth M. Schneider and Ross A. Fieldston

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any GK Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

in each case, with copy to:

[●]

9.3 Applicable Law. The validity, interpretation, and performance of this Agreement and of the GK Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the City of New York, County of New York, State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

9.4 Compliance and Confidentiality. The Warrant Agent shall perform its duties under this Agreement in compliance with all applicable laws and keep confidential all information relating to this Agreement and, except as required by applicable law, shall not use such information for any purpose other than the performance of the Warrant Agent's obligations under this Agreement.

9.5 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders of the GK Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the GK Warrants.

9.6 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Registered Holder of any GK Warrant. The Warrant Agent may require any such holder to submit such holder's GK Warrant for inspection by the Warrant Agent.

9.7 Counterparts; Electronic Signatures. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

9.8 Effect of Headings. The section headings herein are for convenience only and arc not part of this Agreement and shall not affect the interpretation thereof.

9.9 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders. All other modifications or amendments, including any modification or amendment to increase the Warrant Price or shorten the Exercise Period shall require the vote or written consent of the Registered Holders of 50% of the number of the then outstanding GK Warrants. Notwithstanding the foregoing, the Company may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 2, respectively, without the consent of the Registered Holders.

9.10 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

Exhibit A Form of Warrant Certificate

Exhibit B Legend – GK Warrants

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

CHURCHILL CAPITAL CORP II

By: _____
Name:
Title:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: _____
Name:
Title:

[SIGNATURE PAGE TO WARRANT AGREEMENT]

EXHIBIT A

Form of Warrant Certificate

[FACE]

Number

Warrants

THIS WARRANT SHALL BE NULL AND VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW

Churchill Capital Corp II
Incorporated Under the Laws of the State of Delaware

CUSIP [●]

Warrant Certificate

This Warrant Certificate certifies that, or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "**GK Warrants**" and each, a "**GK Warrant**") to purchase shares of Class A common stock, $0.0001 par value per share ("**Common Stock**"), of Churchill Capital Corp II, a Delaware corporation (the "**Company**"). Each whole GK Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable shares of Common Stock as set forth below, at the exercise price (the "**Warrant Price**") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "**cashless exercise**" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Warrant Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole GK Warrant is initially exercisable for one fully paid and non-assessable share of Common Stock. No fractional shares will be issued upon exercise of any GK Warrant. If, upon the exercise of GK Warrants, a holder would be entitled to receive a fractional interest in a share of Common Stock, the Company will, upon exercise, round down to the nearest whole number of the number of shares of Common Stock to be issued to the holder. The number of shares of Common Stock issuable upon exercise of the GK Warrants is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement. The initial Warrant Price per share of Common Stock for any GK Warrant is equal to $11.50 per share. The Warrant Price is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

[Form of Warrant]

Subject to the conditions set forth in the Warrant Agreement, the GK Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such GK Warrants shall become null and void. The GK Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement. This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York.

CHURCHILL CAPITAL CORP II

By: _____
Name:
Title:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: _____
Name:
Title:

[Form of Warrant Certificate]

[Reverse]

The GK Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of GK Warrants entitling the holder on exercise to receive shares of Common Stock and are issued or to be issued pursuant to a Warrant Agreement dated as of [●], 2020 (the "**Warrant Agreement**"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (or successor warrant agent) (collectively, the "**Warrant Agent**"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "**holders**" or "**holder**" meaning the Registered Holders or Registered Holder, respectively) of the GK Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

GK Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of GK Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Warrant Price as specified in the Warrant Agreement (or through "**cashless exercise**" as provided for in the Warrant Agreement) at the designated office of the Warrant Agent. In the event that upon any exercise of GK Warrants evidenced hereby the number of GK Warrants exercised shall be less than the total number of GK Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of GK Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no GK Warrant may be exercised unless at the time of exercise (A) (i) a registration statement covering the shares of Common Stock to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the shares of Common Stock is current or (B) an applicable exemption from registration under the Securities Act is available, except through "**cashless exercise**" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of shares of Common Stock issuable upon exercise of the GK Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a GK Warrant, the holder thereof would be entitled to receive a fractional interest in a share of Common Stock, the Company shall, upon exercise, round down to the nearest whole number of shares of Common Stock to be issued to the holder of the GK Warrant.

Warrant Certificates, when surrendered at the designated office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of GK Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of GK Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other third-party charges imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the GK Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of GK Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive shares of Common Stock and herewith tenders payment for such shares of Common Stock to the order of Churchill Capital Corp II (the "**Company**") in the amount of $[●] in accordance with the terms hereof. The undersigned requests that a certificate for such shares of Common Stock be registered in the name of [●] whose address is [●] and that such shares of Common Stock be delivered to [●] whose address is [●]. If said number of shares of Common Stock is less than all of the shares of Common Stock purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Common Stock be registered in the name of [●], whose address is [●], and that such Warrant Certificate be delivered to [●], whose address is [●].

In the event that the GK Warrant is to be exercised on a "cashless" basis pursuant to Section 3.3.1(b) of the Warrant Agreement, the number of shares of Common Stock that this GK Warrant is exercisable for shall be determined in accordance with 3.3.1(b) of the Warrant Agreement.

In the event that the GK Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of shares of Common Stock that this GK Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the GK Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of shares of Common Stock that this GK Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive shares of Common Stock. If said number of shares of Common Stock is less than all of the shares of Common Stock purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Common Stock be registered in the name of [●], whose address is [●], and that such Warrant Certificate be delivered to [●], whose address is [●].

Date:

(Signature)

(Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO SEC RULE 17Ad-15 (OR ANY SUCCESSOR RULE) UNDER THE SECURITIES EXCHANGE ACT, OF 1934, AS AMENDED).

EXHIBIT B

LEGEND

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

SHARES OF COMMON STOCK OF THE COMPANY ISSUED UPON EXERCISE OF SUCH SECURITIES SHALL BE ENTITLED TO REGISTRATION RIGHTS PURSUANT TO A WARRANT AGREEMENT ENTERED INTO WITH THE COMPANY.

Exhibit 10.1

EXECUTION VERSION

STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT (as it may be amended, supplemented or restated from time to time in accordance with its terms, the "Stockholders Agreement"), dated as of October 12, 2020 (the "Effective Date"), is made by and among (i) Churchill Capital Corp II, a Delaware corporation ("PubCo"); (ii) Churchill Sponsor II LLC, a Delaware limited liability company; and (iii) the Person identified on the signature page hereto under the heading "Founder Holder" (the "Founder Holder"); Each of PubCo, the Sponsor and the Founder Holder may be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, PubCo has entered into that certain Agreement and Plan of Merger, dated as of the Effective Date (as it may be amended, supplemented or restated from time to time in accordance with the terms of such agreement, the "Merger Agreement"), by and among PubCo and Software Luxembourg Holding S.A., in connection with the initial business combination (the "Business Combination") set forth in the Merger Agreement;

WHEREAS, following the closing of the Merger, Churchill Sponsor II LLC will Beneficially Own (as defined herein) Company Stock (as defined herein); and

WHEREAS, on the Effective Date, the Parties desire to set forth their agreement with respect to governance and certain other matters, in each case in accordance with the terms and conditions of this Stockholders Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Stockholders Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Stockholders Agreement, the following terms shall have the following meanings:

"Action" means any action, suit, charge, litigation, arbitration, or other proceeding at law or in equity (whether civil, criminal or administrative) by or before any Governmental Entity.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no Party shall be deemed an Affiliate of PubCo or any of its subsidiaries for purposes of this Stockholders Agreement.

"Beneficially Own" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of PubCo.

"Business Combination" has the meaning set forth in the Recitals.

"Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the State of New York.

"Bylaws" means the bylaws of PubCo, as in effect on the Closing Date, as the same may be amended from time to time.

"Certificate of Incorporation" means the certificate of incorporation of PubCo, as in effect on the Closing Date, as the same may be amended from time to time.

"Closing" has the meaning given to such term in the Merger Agreement.

"Closing Date" has the meaning given to such term in the Merger Agreement.

"Common Stock" means shares of the Class A common stock, par value $0.0001 per share, of PubCo.

"Effective Date" has the meaning set forth in the Preamble.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, as the same shall be in effect from time to time.

"Founder Holder" has the meaning set forth in the Preamble.

"Governmental Entity" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

"Laws" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations, and rulings of a Governmental Entity, including common law. All references to "Laws" shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

"Merger Agreement" has the meaning set forth in the Recitals.

"Necessary Action" means, with respect to any Party and a specified result, all actions (to the extent such actions are not prohibited by applicable Law and within such Party's control, and in the case of any action that requires a vote or other action on the part of the Board to the extent such action is consistent with fiduciary duties that PubCo's directors may have in such capacity) necessary to cause such result, including (a) calling special meetings of stockholders, (b) voting or providing a written consent or proxy, if applicable in each case, with respect to shares of Common Stock, (c) causing the adoption of stockholders' resolutions and amendments to the Organizational Documents, (d) executing agreements and instruments, (e) making, or causing to be made, with Governmental Entities, all filings, registrations or similar actions that are required to achieve such result and (f) nominating or appointing certain Persons (including to fill vacancies) to the Board in connection with the annual or special meeting of stockholders of PubCo.

"Organizational Documents" means the Certificate of Incorporation and the Bylaws.

"Party" has the meaning set forth in the Preamble.

"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 Common Stock held or Beneficially Owned by such Person, including shares of Common Stock to which such Person has been granted a valid proxy, as of such date and the denominator of which is the aggregate number of shares of Common Stock issued and outstanding as of such date.

"Person" means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

"PubCo" has the meaning set forth in the Preamble.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person acting on behalf of such Person.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, as the same shall be in effect from time to time.

"Sponsor" means Churchill Sponsor II LLC, or, upon its dissolution, the Founder Holder.

"Sponsor Director" has the meaning set forth in Section 2.1(a).

"Sponsor Indemnitees" has the meaning set forth in Section 3.10(a).

"Stockholders Agreement" has the meaning set forth in the Preamble.

"subsidiaries" of any Person include such Person's direct and indirect subsidiaries.

"Trading Day" means a day on which the New York Stock Exchange or such other principal United States securities exchange on which the Common Stock is listed, quoted or admitted to trading and is open for the transaction of business (unless such trading shall have been suspended for the entire day).

Section 1.2 Interpretive Provisions. For all purposes of this Stockholders Agreement, except as otherwise provided in this Stockholders Agreement or unless the context otherwise requires:

(a) the meanings of defined terms are applicable to the singular as well as the plural forms of such terms.

(b) the words "hereof", "herein", "hereunder" and words of similar import, when used in this Stockholders Agreement, refer to this Stockholders Agreement as a whole and not to any particular provision of this Stockholders Agreement.

(c) references in this Stockholders Agreement to any Law shall be deemed also to refer to such Law, and all rules and regulations promulgated thereunder.

(d) whenever the words "include", "includes" or "including" are used in this Stockholders Agreement, they shall mean "without limitation."

(e) the captions and headings of this Stockholders Agreement are for convenience of reference only and shall not affect the interpretation of this Stockholders Agreement.

(f) pronouns of any gender or neuter shall include, as appropriate, the other pronoun forms.

ARTICLE II
GOVERNANCE

Section 2.1 Board of Directors.

(a) Composition of the Board. PubCo agrees to take all Necessary Action to cause the Board to (x) initially be comprised of seven (7) directors identified by PubCo in accordance with the terms of the Merger Agreement (the "Initial Directors") and (y) from and after the first annual meeting of PubCo following the Closing, be comprised of a total of nine (9) directors. At and following the Closing, PubCo agrees to take all Necessary Action to cause the Board to be divided into three classes of directors, with each class serving for staggered three-year terms. The initial term of the Class I directors shall expire immediately following PubCo's 2021 annual meeting of stockholders at which directors are elected. The initial term of the Class II directors shall expire immediately following PubCo's 2022 annual meeting of stockholders at which directors are elected. The initial term of the Class III directors shall expire immediately following PubCo's 2023 annual meeting at which directors are elected.

(b) Sponsor Representation. PubCo shall take all Necessary Action so as to cause to be nominated for election to the Board at each annual or special meeting at which the stockholders will vote on the election of directors ("Board Election Meeting"), two (2) individuals designated by the Sponsor; provided, that in the event that the Sponsor's Percentage Interest is less than (i) five percent (5%), Sponsor shall only have the right to designate one (1) individual for election to the Board and (ii) one percent (1%), Sponsor shall not have the right to designate any individual for election to the Board (each such Person nominated by the Sponsor, a "Sponsor Director"). Notwithstanding the foregoing, the number of individuals that the Sponsor shall have the right to cause PubCo to nominate at each Board Election Meeting will be reduced by the number of Sponsor Directors then serving on the Board and whose terms in office are not expiring at such Board Election Meeting.

(c) Vacancies. If a vacancy on the Board is caused by the death, retirement, resignation or removal of any Sponsor Director and the Sponsor would be entitled to cause PubCo to nominate a Sponsor Director in respect of such vacancy as of such time pursuant to Section 2.1(b), then PubCo shall take all Necessary Action to cause the Board to fill such vacancy as promptly as practicable (and in any event prior to the next meeting or action of the Board or applicable committee) with an individual designated by the Sponsor. Notwithstanding anything to the contrary contained in this Section 2.1(c), the Sponsor shall not have the right to designate a replacement director, and PubCo shall not be required to take any action to cause any vacancy to be filled by any such designee, to the extent that appointment of such designee to the Board would result in a number of directors designated by the Sponsor in excess of the number of directors that the Sponsor is then entitled to cause PubCo to nominate for membership on the Board pursuant to Section 2.1(b). Any such designated replacement who becomes a member of the Board shall be deemed to be a Sponsor Director for all purposes under this Agreement.

(d) Committees. In accordance with PubCo's Organizational Documents, (i) the Board shall establish and maintain committees of the Board for (x) Audit, (y) Compensation and (z) Nominating and Corporate Governance, and (ii) the Board may from time to time by resolution establish and maintain other committees of the Board. Subject to applicable Laws and stock exchange regulations, and subject to requisite independence requirements applicable to such committee, for so long as the Sponsor's Percentage Interest is greater than five percent (5%), PubCo shall take, and the Sponsor agrees with PubCo to take, all Necessary Action to have at least one (1) Sponsor Director appointed to serve on each committee of the Board.

(e) Compensation and Benefits. For so long as any Sponsor Director serves as a director of PubCo, (i) PubCo shall provide such Sponsor Director with the same expense reimbursement, benefits, indemnity, exculpation and other arrangements provided to the other directors of PubCo, including, but not limited to: (A) coverage under directors' and officers' insurance policies maintained by PubCo or any of its subsidiaries and (B) any reimbursement of reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof, including travel, lodging and meal expenses and (ii) PubCo shall not amend, alter or repeal any right to indemnification, advancement of expenses or exculpation provided in the Organizational Documents, indemnification agreement or otherwise that covers or benefits any Sponsor Director (except to the extent such amendment or alteration permits PubCo to provide broader indemnification, advancement of expenses or exculpation rights than permitted prior thereto).

Section 2.2 PubCo Cooperation. PubCo shall (and shall cause its subsidiaries to) cooperate in facilitating the nomination and designation rights described in Section 2.1(a), including (i) taking all Necessary Action to nominate each Sponsor Director as part of the slate that is included in any proxy statement (or similar document) of PubCo in respect of any Board Election Meeting (other than, if applicable, when no Sponsor Director is allocated to the class of directors to be elected at such meeting), (ii) providing the highest level of support for the election of each such Sponsor Director as PubCo provides to any other individual standing for election as a director as part of PubCo's slate of nominees, (iii) not nominating for any election a number of director candidates (inclusive of Sponsor Directors standing for election) that exceeds the number of directorships to be elected in such election.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Assignment; Successors and Assigns; No Third Party Beneficiaries.

(a) Except as otherwise permitted pursuant to this Stockholders Agreement, no Party may assign such Party's rights and obligations under this Stockholders Agreement, in whole or in part, without the prior written consent of the other Parties. Any such assignee may not again assign those rights, other than in accordance with this Article III. Any attempted assignment of rights or obligations in violation of thisArticle III shall be null and void.

(b) All of the terms and provisions of this Stockholders Agreement shall be binding upon the Parties and their respective successors, assigns, heirs and Representatives, but shall inure to the benefit of and be enforceable by the successors, assigns, heirs and Representatives of any Party only to the extent that they are permitted successors, assigns, heirs and Representatives pursuant to the terms of this Stockholders Agreement.

(c) Nothing in this Stockholders Agreement, express or implied, is intended to confer upon any Party, other than the Parties and their respective permitted successors, assigns, heirs and Representatives, any rights or remedies under this Stockholders Agreement or otherwise create any third party beneficiary hereto, except that the Sponsor Directors shall be third party beneficiaries of Section 2.1(e), the Covered Persons shall be third party beneficiaries ofSection 3.9, the Sponsor Indemnities and Indemnitee-Related Entities shall be third party beneficiaries of Section 3.10 and the Related Persons shall be third party beneficiaries of the Section 3.11, in each case entitle to enforce this Stockholders Agreement insofar as such Sections relate to such Persons.

Section 3.2 Termination. This Agreement shall not be effective until the Closing. Following the Closing, this Agreement shall terminate at such time as the Sponsor is no longer entitled to any rights pursuant to Article II of this Agreement except for the provisions set forth inSection 2.1(e), this Section 3.2 and Section 3.10. Notwithstanding anything herein to the contrary, in the event the Merger Agreement terminates in accordance with its terms prior to the Closing, this Stockholders Agreement shall automatically terminate and be of no further force or effect, without any further action required by the Parties.

Section 3.3 Severability. If any provision of this Stockholders Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Stockholders Agreement, to the extent permitted by Law shall remain in full force and effect.

Section 3.4 Entire Agreement; Amendments; No Waiver.

(a) This Stockholders Agreement, together with the Exhibit to this Stockholders Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions, whether oral or written, relating to such subject matter in any way and there are no warranties, representations or other agreements among the Parties in connection with such subject matter except as set forth in this Stockholders Agreement and therein.

(b) The terms and provisions of this Agreement may be modified or amended only with the written approval of the PubCo and the Sponsor.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Stockholders Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 3.5 Counterparts; Electronic Delivery. This Stockholders Agreement and any other agreements, certificates, instruments and documents delivered pursuant to this Stockholders Agreement may be executed and delivered in one or more counterparts and by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No Party shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a contract and each Party forever waives any such defense. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Stockholders Agreement or any document to be signed in connection with this Stockholders Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 3.6 Notices. All notices, demands and other communications to be given or delivered under this Stockholders Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment) or received by email (with confirmation of transmission) prior to 5:00 p.m. eastern time on a Business Day and, if otherwise, on the next Business Day, (b) one (1) Business Day following sending by reputable overnight express courier (charges prepaid) or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing pursuant to the provisions of this Section 3.6, notices, demands and other communications shall be sent to the addresses indicated below

if to PubCo, prior to the Closing, to:

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

if to PubCo, following the Closing, to:

Skillsoft Corporation
300 Innovative Way, Suite 201
Nashua, New Hampshire 03602
Attention: Greg Porto
E-mail: Greg.Porto@skillsoft.com

if to the Sponsor, to:

640 Fifth Avenue, 12th Floor
New York, NY 10019
Attention: Michael S. Klein
Email: michael.klein@mkleinandcompany.com

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Kenneth M. Schneider and Ross A. Fieldston
E-mail: kschneider@paulweiss.com and rfieldston@paulweiss.com

Section 3.7 Governing Law; Waiver of Jury Trial; Jurisdiction. The Law of the State of Delaware shall govern (a) all Actions, claims or matters related to or arising from this Stockholders Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Stockholders Agreement, and the performance of the obligations imposed by this Stockholders Agreement, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS STOCKHOLDERS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS STOCKHOLDERS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS STOCKHOLDERS AGREEMENT AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES UNDER THIS STOCKHOLDERS AGREEMENT. THE PARTIES FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH SUCH PARTY'S LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES SUCH PARTY'S JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. Each of the Parties submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, only if such court lacks jurisdiction, the United States District Court for the District of Delaware (as applicable, the "Delaware Court") and the courts of appeal therefrom in any Action arising out of or relating to this Stockholders Agreement, agrees that all claims in respect of the Action shall be heard and determined only in the Delaware Court agrees not to bring any Action arising out of or relating to this Stockholders Agreement in any other courts. Each Party irrevocably consents to the service of process in any such Action by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party, at its address for notices as provided in Section 3.6 of this Stockholders Agreement, such service to become effective ten (10) days after such mailing, or in any other manner permitted by applicable Law. Each Party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any Action commenced hereunder or under any other documents contemplated hereby that such service of process was in any way invalid or ineffective. To the fullest extent permitted by applicable Law, each of the Parties hereby irrevocably waives any objection it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Stockholders Agreement in the Delaware Court and hereby further irrevocably waives and agrees not to plead or claim that the Delaware Court is not a convenient forum for any such Action. Each Party agrees that a final judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity, in any jurisdiction.

Section 3.8 Specific Performance. Each Party hereby agrees and acknowledges that money damages and remedies at law would not be a sufficient remedy if the Parties fail to comply with any of the obligations imposed on them by this Stockholders Agreement and that, in the event of any such failure, an aggrieved Party will be irreparably damaged and will not have an adequate remedy at Law. Any such Party shall, therefore, be entitled (in addition to any other remedy to which such Party may be entitled at Law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond, and if any Action should be brought in equity to enforce any of the provisions of this Stockholders Agreement, none of the Parties shall raise the defense that there is an adequate remedy at Law.

Section 3.9 Other Business Opportunities.

(a) The Parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) each of the Sponsor and the Founder Holders (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the Sponsor Directors (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 PubCo or any of its subsidiaries or deemed to be competing with PubCo 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 PubCo 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 PubCo 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 PubCo or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to PubCo or any of its subsidiaries and, notwithstanding any provision of this Stockholders Agreement to the contrary, shall not be liable to PubCo 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 PubCo 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 PubCo 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.

(b) PubCo hereby, to the fullest extent permitted by applicable law:

(i) confirms that none of the Sponsor or the Founder Holder or any of their respective Affiliates have any duty to PubCo or any of its subsidiaries other than the specific covenants and agreements set forth in this Stockholders Agreement;

(ii) acknowledges and agrees that (A) in the event of any conflict of interest between PubCo or any of its subsidiaries, on the one hand, and any of the Sponsor or the Founder Holder or any of their respective Affiliates, on the other hand, the Sponsor, the Founder Holder or applicable Affiliates may act in its best interest and (B) none of the Sponsor, the Founder Holder or any of their respective Affiliates or any Sponsor Director acting in his or her capacity as a director shall be obligated (1) to reveal to PubCo or any of its subsidiaries confidential information belonging to or relating to the business of the Sponsor, the Founder Holder or any of their respective Affiliates or (2) to take any action in its capacity as a direct or indirect stockholder of PubCo, as the case may be, that prefers the interest of PubCo or its subsidiaries over the interest of such Person in such capacity; and

(iii) waives any claim or cause of action against the Sponsor, the Founder Holder and any of their respective 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 3.9(b)(i) or Section 3.9(b)(ii).

(c) Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 3.9 shall not apply to any alleged claim or cause of action against any of the Sponsor or the Founder Holder based upon the breach or nonperformance by such Person of this Stockholders Agreement or any other agreement to which such Person is a party.

Section 3.10 [Reserved.]

Section 3.11 No Third Party Liabilities. This Stockholders Agreement may only be enforced against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to any of this Stockholders Agreement, or the negotiation, execution or performance of this Stockholders Agreement (including any representation or warranty made in or in connection with this Stockholders Agreement or as an inducement to enter into this Stockholders Agreement), may be made only against the Persons that are expressly identified as parties hereto, as applicable; and no past, present or future direct or indirect director, officer, employee, incorporator, member, partner, stockholder, Affiliate, portfolio company in which any such Party or any of its investment fund Affiliates have made a debt or equity investment (and vice versa), agent, attorney or Representative of any Party hereto (including any Person negotiating or executing this Stockholders Agreement on behalf of a Party hereto) (collectively, "Related Parties"), unless a Party to this Stockholders Agreement, shall have any liability or obligation with respect to this Stockholders Agreement or with respect any claim or cause of action (whether in contract or tort) that may arise out of or relate to this Stockholders Agreement, or the negotiation, execution or performance of this Stockholders Agreement (including a representation or warranty made in or in connection with this Stockholders Agreement or as an inducement to enter into this Stockholders Agreement).

Section 3.12 Adjustments. If there are any changes in the Common Stock as a result of stock split, stock dividend, combination or reclassification, or through merger, consolidation, recapitalization or other similar event, appropriate adjustment by the Parties shall be made in the provisions of this Stockholders Agreement, as may be required, so that the rights, privileges, duties and obligations under this Stockholders Agreement shall continue with respect to Common Stock as so changed.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each of the Parties has duly executed this Stockholders Agreement as of the Effective Date.

PUBCO:

CHURCHILL CAPITAL CORP II

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

SPONSOR:

CHURCHILL SPONSOR II, LLC

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

FOUNDER HOLDERS:

/s/ Michael Klein
Michael Klein

Exhibit 10.2

EXECUTION 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

FORM OF REGISTRATION RIGHTS JOINDER AGREEMENT

This REGISTRATION RIGHTS JOINDER AGREEMENT, dated as of [•]20[•], is made and entered into by and between Churchill Capital Corp II, a Delaware corporation (the "Company") and [•] (the "Joining Party").

RECITALS

WHEREAS, the Company, Magnet Merger Sub, Inc. and Albert DE Holdings Inc. entered into that certain Agreement and Plan of Merger, dated as of October 12, 2020, pursuant to which, *inter alia*, a direct, wholly owned subsidiary of the Company will be merged with and into Albert DE Holdings Inc., a Delaware corporation ("Magnet"), with Magnet surviving as a wholly owned subsidiary of the Company on the terms and subject to the conditions set forth therein (the "Merger")

WHEREAS, in connection with the Merger, the [Joining Party] is entitled to receive warrants exercisable for Class A Common Stock, par value $0.0001 per share, of the Company (the "Common Stock");

WHEREAS the Company and the Joining Party entered into that certain Subscription Agreement, pursuant to which the Joining Party agreed to purchase from the Company, and the Company agreed to issue and sell to the Joining Party, 5,000,000 shares of Common Stock through a private placement.

WHEREAS, the Company, Churchill Sponsor II LLC, a Delaware limited liability company, 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.

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 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: _____
Name:
Title:

[JOINING PARTY]

By: _____
Name:
Title:

Exhibit 10.3

EXECUTION VERSION

October 12, 2020

Churchill Capital Corp II
640 Fifth Avenue, 12th Floor
New York, New York 10019

Software Luxembourg Holding S.A.
48, Boulevard Grande-Duchesse Charlotte
L-1330 Luxembourg
Grand Duchy of Luxembourg

Re: Sponsor Agreement

Ladies and Gentlemen:

This letter (this "***Sponsor Agreement***") is being delivered to you in accordance with that Agreement and Plan of Merger, dated as of the date hereof, by and among Churchill Capital Corp II, a Delaware corporation (the "***Acquiror***"), 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 (the "***Company***"), and the other parties thereto (the "***Merger Agreement***") and the other transactions relating thereto (the "***Business Combination***") and hereby amends and restates in its entirety that certain letter, dated June 26, 2019, from Churchill Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), and the undersigned individuals, each of whom is a member of the Acquiror's board of directors and/or management team (each, an "***Insider***" and collectively, the "***Insiders***"), to the Acquiror (the "***Prior Letter Agreement***"). Certain capitalized terms used herein are defined in paragraph 5 hereof. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

The Sponsor is currently, and as of the Closing will be, the record owner of all of the outstanding Founder Shares and outstanding Private Placement Warrants, with the Sponsor's ownership as of the date hereof detailed on Schedule A hereto.

In order to induce the Company and Acquiror to enter into the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and each Insider hereby agrees with the Acquiror and, at all times prior to any valid termination of the Merger Agreement, the Company as follows:

1. The Sponsor and each Insider irrevocably agrees that it, he or she shall:

   a. vote any Common Stock and Founder Shares owned by it, him or her (all such common stock, the "***Covered Shares***") in favor of the Business Combination and each other proposal related to the Business Combination included on the agenda for the special meeting of stockholders relating to the Business Combination and any other special meeting of Acquiror's stockholders called for the purpose of soliciting stockholder approval in connection with the consummation of the Business Combination (each such meeting, a "***Stockholders Meeting***");

   b. when such Stockholders Meeting is held, appear at such meeting or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

c. vote (or execute and return an action by written consent), or cause to be voted at such Stockholders Meeting, or validly execute and return and cause such consent to be granted with respect to, all of such Covered Shares against any Business Combination Proposal and any other action that would reasonably be expected to materially impede, interfere with, delay, postpone or adversely affect the Business Combination or any of the other transactions contemplated by the Merger Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of Acquiror under the Merger Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Sponsor or the Insiders contained in this Sponsor Agreement; and

d. not redeem any Covered Shares owned by it, him or her in connection with such stockholder approval.

Prior to any valid termination of the Merger Agreement, the Sponsor and each Insider shall take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary under Acquiror's organizational documents and applicable Laws, or reasonably requested by Acquiror, to consummate the Business Combination and the other transactions contemplated by the Merger Agreement on the terms and subject to the conditions set forth therein.

The obligations of the Sponsor specified in this paragraph 1 shall apply whether or not the Business Combination or any action described above is recommended by the board of directors of the Acquiror and whether or not the board of directors of the Acquiror has effected a Buyer Change in Recommendation.

2. The Sponsor and each Insider hereby agrees and acknowledges that: (i) Acquiror and, prior to any valid termination of the Merger Agreement, the Company would be irreparably injured in the event of a breach by the Sponsor or any Insider of its, his or her obligations under this Sponsor Agreement; (ii) monetary damages may not be an adequate remedy for such breach; (iii) the non-breaching party shall be entitled to seek an injunction, specific performance, or other equitable relief, to prevent breaches of this Sponsor Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy that such party may have in law or in equity; and (iv) the right to seek specific enforcement is an integral part of the transactions contemplated by this Sponsor Agreement and without that right, Acquiror and the Company would not have entered into this Sponsor Agreement.

3. (a) The Sponsor and each Insider agree that it, he or she shall not:

(i) Transfer any Founder Shares (or shares of Common Stock issuable upon conversion thereof) until the earlier of (A) one year after the completion of the Business Combination or (B) subsequent to the Business Combination, (x) if the closing price of the 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 Business Combination or (y) the date on which the Acquiror completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Acquiror's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property (the "***Founder Shares Lock-up Period***"); or

(ii) Transfer any Private Placement Warrants (or shares of Common Stock issued or issuable upon the exercise of the Private Placement Warrants), until 30 days after the completion of the Business Combination (the "***Private Placement Warrants Lock-up Period***" and, together with the Founder Shares Lock-up Period, the "***Lock-up Periods***").

(b) Notwithstanding the provisions set forth in paragraphs 3(a)(i) and 3(a)(ii), Transfers of the Founder Shares, Private Placement Warrants and shares of Common Stock issued or issuable upon the exercise or conversion of the Private Placement Warrants or the Founder Shares and that are held by the Sponsor, any Insider or any of their permitted transferees (that have complied with this paragraph 3(b)), are permitted (A) to the Acquiror's officers or directors, any affiliates or family members of any of the Acquiror's officers or directors, any members of the Sponsor, or any affiliates of the Sponsor; (B) in the case of an individual, transfers by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, or to a charitable organization; (C) in the case of an individual, transfers by virtue of laws of descent and distribution upon death of the individual; (D) in the case of an individual, transfers pursuant to a qualified domestic relations order; (E) transfers by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the securities were originally purchased; provided, however, that in the case of clauses (A) through (E), these permitted transferees must enter into a written agreement agreeing to be bound by this Sponsor Agreement (x) prior to the consummation of the Business Combination, with the Acquiror and the Company and (y) from and after the consummation of the Business Combination, with the Acquiror.

(c) The Sponsor and each Insider acknowledge and agree as follows:

(i) Section 4.3(b)(i) of Acquiror's amended and restated certificate of incorporation (the "***Acquiror Charter***") provides that each share of Class B Common Stock shall automatically convert into one share of Class A Common Stock (the "***Initial Conversion Ratio***") at the time of the Business Combination, and (B) Section 4.3(b)(ii) of the Acquiror Charter provides that the Initial Conversion Ratio shall be adjusted (the "***Adjustment***") in the event that additional shares of Common Stock are issued in excess of the amounts offered in Acquiror's initial public offering of securities; and

(ii) as of and conditioned upon the Closing, the Sponsor and each Insider hereby irrevocably relinquishes and waives any and all rights the Sponsor and each Insider has or will have under Section 4.3(b)(ii) of the Acquiror Charter to receive shares of Common Stock in excess of the number issuable at the Initial Conversion Ratio upon conversion of the existing shares of Class B Common Stock held by him, her or it, as applicable, in connection with the Closing as a result of any Adjustment.

4. The Sponsor and each Insider has full right and power, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Sponsor Agreement.

5. As used herein, (i) "***Beneficially Own***" has the meaning ascribed to it in Section 13(d) of the Securities Exchange Act; (ii) "***Founder Shares***" shall mean the shares of Class B common stock, par value $0.0001 per share, and the shares of Common Stock issuable upon conversion of such shares in connection with the Closing; (iii) "***Private Placement Warrants***" shall mean the warrants to purchase up to 15,800,000 shares of Common Stock of the Acquiror that the Sponsor purchased in a private placement that shall occur simultaneously with the consummation of the Public Offering; (iv) "***Common Stock***" shall mean the Acquiror's Class A common stock, par value $0.0001 per share; and (v) "***Transfer***" shall mean the (a) 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, (b) 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 (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

6. This Sponsor Agreement and the other agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby, including, without limitation, with respect to the Sponsor, each Insider and the Prior Letter Agreement. This Sponsor Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by the Acquiror and the other parties charged with such change, amendment, modification or waiver, it being acknowledged and agreed that the Company's execution of such an instrument will not be required after any valid termination of the Merger Agreement.

7. No party hereto may, except as set forth herein, assign either this Sponsor Agreement or any of its rights, interests, or obligations hereunder, other than in conjunction with transfers permitted by paragraph 3, without the prior written consent of the other parties (except that, following any valid termination of the Merger Agreement, no consent from the Company shall be required). Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Sponsor Agreement shall be binding on the Sponsor, each Insider, the Acquiror and the Company and their respective successors, heirs, personal representatives and assigns and permitted transferees.

8. Nothing in this Sponsor Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Sponsor Agreement or of any covenant, condition, stipulation, promise or agreement hereof. All covenants, conditions, stipulations, promises and agreements contained in this Sponsor Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors, heirs, personal representatives and assigns and permitted transferees.

9. This Sponsor Agreement may be executed in any number of original, electronic or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

10. This Sponsor Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Sponsor Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Sponsor Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

11. This Sponsor Agreement, and all claims or causes of action based upon, arising out of, or related to this Sponsor Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. Any Action based upon, arising out of or related to this Sponsor Agreement or the transactions contemplated hereby may be brought in federal and state courts located in the Borough of Manhattan in the State of New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Sponsor Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this paragraph. The prevailing party in any such Action (as determined by a court of competent jurisdiction) shall be entitled to be reimbursed by the non-prevailing party for its reasonable expenses, including reasonable attorneys' fees, incurred with respect to such Action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SPONSOR AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Any notice, consent or request to be given in connection with any of the terms or provisions of this Sponsor Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 11.03 of the Merger Agreement to the applicable party at its principal place of business.

13. This Sponsor Agreement shall terminate on the earlier of (a) the liquidation of the Acquiror and (b) the expiration of the Lock-up Periods. In the event of a valid termination of the Merger Agreement, this Sponsor Agreement shall be of no force and effect and shall revert to the Prior Letter Agreement. No such termination or reversion shall relieve the Sponsor, each Insider, the Acquiror or the Company from any liability resulting from a breach of this Sponsor Agreement occurring prior to such termination or reversion.

14. The Sponsor and each Insider hereby represents and warrants (severally and not jointly as to itself, himself or herself only) to Acquiror and the Company as follows: (i) if such Person is not an individual, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and the execution, delivery and performance of this Sponsor Agreement and the consummation of the transactions contemplated hereby are within the Sponsor's limited liability company powers and have been duly authorized by all necessary limited liability company actions on the part of the Sponsor; (ii) if such Person is an individual, such Person has full legal capacity, right and authority to execute and deliver this Sponsor Agreement and to perform his or her obligations hereunder; (iii) this Sponsor Agreement has been duly executed and delivered by such Person and, assuming due authorization, execution and delivery by the other parties to this Sponsor Agreement, this Sponsor Agreement constitutes a legally valid and binding obligation of such Person, enforceable against such Person in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies); (iv) the execution and delivery of this Sponsor Agreement by such Person does not, and the performance by such Person of his, her or its obligations hereunder will not, (A) if such Person is not an individual, conflict with or result in a violation of the organizational documents of such Person, or (B) require any consent or approval that has not been given or other action that has not been taken by any third party (including under any Contract binding upon such Person or such Person's Founder Shares or Private Placement Warrants, as applicable), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Person of his, her or its obligations under this Sponsor Agreement; (v) there are no Actions pending against such Person or, to the knowledge of such Person, threatened against such Person, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Person of its, his or her obligations under this Sponsor Agreement; (vi) except for fees described on Schedule 4.08 of the Merger Agreement, no financial advisor, investment banker, broker, finder or other similar intermediary is entitled to any fee or commission from such Person, Acquiror, any of its Subsidiaries or any of their respective Affiliates in connection with the Merger Agreement or this Sponsor Agreement or any of the respective transactions contemplated thereby and hereby, in each case, based upon any arrangement or agreement made by or, to the knowledge of such Person, on behalf of such Person, for which Acquiror, the Company or any of their respective Affiliates would have any obligations or liabilities of any kind or nature; (vii) such Person has had the opportunity to read the Merger Agreement and this Sponsor Agreement and has had the opportunity to consult with its tax and legal advisors; (viii) such Person has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Person's obligations hereunder; (ix) such Person has good title to all such Founder Shares and Private Placement Warrants, and there exist no Liens or any other limitation or restriction (including, without limitation, any restriction on the right to vote, sell or otherwise dispose of such Founder Shares or Private Placement Warrants (other than transfer restrictions under the Securities Act)) affecting any such Founder Shares or Private Placement Warrants, other than pursuant to (A) this Sponsor Agreement, (B) the certificate of incorporation of the Acquiror, (C) the Merger Agreement, (D) the Registration Rights Agreement, dated as of June 26, 2019, by and among the Acquiror and certain security holders, or (E) any applicable securities laws; and (x) the Founder Shares and Private Placement Warrants identified on Schedule A are the only Founder Shares or Private Placement Warrants owned of record or Beneficially Owned by the Sponsor and the Insiders as of the date hereof, and none of such Founder Shares or Private Placement Warrants is subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Founder Shares or Private Placement Warrants, except as provided in this Sponsor Agreement.

15. If, and as often as, there are any changes in the Acquiror, the Founder Shares or the Private Placement Warrants by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Sponsor Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to Acquiror, Acquiror's successor or the surviving entity of such transaction, the Founder Shares and Private Placement Warrants, each as so changed.

16. Each of the parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto.

[signature page follows]

Sincerely,

CHURCHILL SPONSOR II LLC

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

/s/ Michael Klein
Michael Klein

/s/ Peter Seibold
Peter Seibold

/s/ Mark Klein
Mark Klein

/s/ Malcolm S. McDermid
Malcolm S. McDermid

/s/ Glenn August
Glenn August

/s/ Karen G. Mills
Karen G. Mills

/s/ Jeremy Paul Abson
Jeremy Paul Abson

/s/ Dena Brumpton
Dena Brumpton

Acknowledged and Agreed:

CHURCHILL CAPITAL CORP II

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

Acknowledged and Agreed:

SOFTWARE LUXEMBOURG HOLDING S.A.

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

Schedule A

Sponsor Ownership of Securities

Sponsor	Founder Shares	Private Placement Warrants
Churchill Sponsor II LLC	17,250,000	15,800,000
Total	**17,250,000**	**15,800,000**

Insider Ownership of Securities

Insider	Founder Shares	Private Placement Warrants
Michael Klein	0	0
Peter Seibold	0	0
Mark Klein	0	0
Malcom S. McDermid	0	0
Glenn August	0	0
Karen G. Mills	0	0
Jeremy Paul Abson	0	0
Dena Brumpton	0	0
Total	**0**	**0**

Exhibit 10.4

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 relied solely 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 toSection 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 9.3 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 or 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

Date: October 12, 2020

Name of Subscriber:

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

Signature of Joint Subscriber, if applicable:

By:
Name:
Title:

Name of Joint Subscriber, if applicable:

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

Exhibit 10.5

EXECUTION VERSION

STRATEGIC SUPPORT AGREEMENT

Between

MIH VENTURES B.V.

and

CHURCHILL CAPITAL CORP II

Dated as of October 12, 2020

TABLE OF CONTENTS

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 will comply, 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.

(a) 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

[*Signature Page to Strategic Support Agreement*]

Exhibit 10.6

EXECUTION VERSION

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 12th day of October , 2020, by and between Churchill Capital Corp II, a Delaware corporation (the "**Issuer**") and Albert UK Holdings 1 Limited, a private limited company incorporated in England and Wales ("**Subscriber**" or "**you**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Merger Agreement (as defined below).

WHEREAS, the Issuer, Merger Sub, Albert DE Holdings Inc., a Delaware corporation ("**Magnet**") and the other parties named therein will, simultaneously with the execution of this Subscription Agreement, enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Merger Agreement**"), pursuant to which, *inter alia*, a direct, wholly owned subsidiary of the Issuer will be merged with and into Magnet, with Magnet surviving as a wholly owned subsidiary of the Issuer (the "**Merger**"), on the terms and subject to the conditions set forth therein (the Merger, together with the other transactions contemplated by the Merger Agreement, the "**Transactions**");

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from the Issuer 5,000,000 shares (the "**Subscribed Shares**") of the Issuer's Class A common stock, par value $0.0001 per share (the "**Class A common stock**") for the purchase price of $10.00 per share or an aggregate of $50,000,000 (the "**Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the Shares in consideration of the payment of the Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein; and

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; Closing Notice. Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Issuer hereby agrees to issue and sell to Subscriber, upon payment of the Purchase Price, the Subscribed Shares

2. Representations, Warranties and Agreements.

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

2.1.1 If Subscriber is not an individual, 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. If Subscriber is an individual, Subscriber has the authority to enter into, deliver and perform its obligations under this Subscription Agreement.

2.1.2 If Subscriber is not an individual, this Subscription Agreement has been duly authorized, validly executed and delivered by Subscriber. If Subscriber is an individual, the signature on this Subscription Agreement is genuine, and Subscriber has legal competence and capacity to execute the same. Assuming that this Subscription Agreement constitutes the valid and binding agreement of the Issuer, this Subscription Agreement is the valid and binding obligation of the 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 legal authority of Subscriber to enter into and timely perform its obligations under this Subscription Agreement (a "**Subscriber Material Adverse Effect**"), (ii) if Subscriber is not an individual, result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries or (iii) 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 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 Subscribed Shares only for its own account and not for the account of others or if Subscriber is subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is an accredited investor, 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 Subscribed Shares 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 Subscribed Shares.

2.1.5 Subscriber understands that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been registered under the Securities Act. Subscriber understands that the Subscribed Shares 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 Subscribed Shares shall contain a legend to such effect. Subscriber acknowledges that the Subscribed Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Subscribed Shares will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Subscribed Shares and may be required to bear the financial risk of an investment in the Subscribed Shares 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 Subscribed Shares.

2.1.6 Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants or agreements made to Subscriber by the Issuer, Magnet, Merger Sub or any of their respective officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Subscription Agreement.

2.1.7 Subscriber represents and warrants that its acquisition and holding of the Subscribed Shares 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 ("**ERISA**"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable similar law.

2.1.8 In making its decision to purchase the Subscribed Shares, Subscriber represents that it has relied solely 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 Subscribed Shares or the offer and sale of the Subscribed Shares. Subscriber acknowledges and agrees that Subscriber has received such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the Issuer, Magnet and the Transactions. 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 Subscribed Shares.

2.1.9 Subscriber became aware of this offering of the Subscribed Shares 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 Subscribed Shares 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 Subscribed Shares, nor were the Subscribed Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Issuer represents and warrants that the Subscribed Shares (i) were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

2.1.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares. 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 Subscribed Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

2.1.11 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 Subscribed Shares and determined that the Subscribed Shares 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.

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

2.1.13 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 (collectively, a "**Prohibited Investor**"). 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 Subscribed Shares were legally derived.

2.1.14 If Subscriber is 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 (collectively, "**Similar Laws**"), or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "**Plan**") subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code, Subscriber represents and warrants that neither Issuer, nor any of its respective affiliates (the "**Transaction Parties**") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Subscribed Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares.

2.1.15 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 Closing 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).

2.1.16 Subscriber will not acquire a substantial interest (as defined in 31 C.F.R. Part 800.244) in the Issuer as a result of the purchase and sale of Subscribed Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and Subscriber will not have control (as defined in 31 C.F.R. Part 800.208) over the Issuer from and after the Closing as a result of the purchase and sale of Subscribed Shares hereunder.

2.1.17 Unless this Agreement is terminated prior to the Closing Date in accordance with its terms, on the Closing Date Subscriber will have sufficient immediately available funds to pay the Purchase Price pursuant to Section 3.1 and will have total liquid assets and net assets in excess of the Purchase Price.

2.1.18 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 Subscribed Shares, 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 The Subscribed Shares have been duly authorized and, when issued and delivered to Subscriber against full payment for the Subscribed Shares in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Subscribed Shares 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 amended and restated 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 the 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 Subscribed Shares and the consummation of the certain other transactions contemplated herein 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 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) 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 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 Subscribed Shares under the Securities Act.

2.2.7 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 Subscribed Shares and neither the Issuer nor any person acting on its behalf offered any of the Subscribed Shares in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.8 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 ("**Existing Class B Shares**"); and (c) 1,000,000 shares of preferred stock, par value $0.0001 per share ("**Existing Preferred Shares**"). As of the date hereof: (i) no Preferred Shares are issued and outstanding; (ii) 69,000,000 Existing Class A Shares are issued and outstanding; (iii) 17,250,000 Existing Class B Shares are issued and outstanding; (iv) 15,800,000 warrants to purchase 15,800,000 Existing Class A Shares (the "**Private Placement Warrants**") are outstanding; and (v) 23,000,000 warrants to purchase 23,000,000 Existing Class A Shares (the "**Public Warrants**") are outstanding. All (i) issued and outstanding Existing Class A Shares and Existing Class B Shares 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 pursuant to or as contemplated by the Merger Agreement and the definitive agreement relating to the Initial Business Combination (as defined in the Merger Agreement), As of the date hereof, 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, other than Merger Sub, 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 Merger Agreement and the definitive agreement relating to the Initial Business Combination (as defined in the Merger Agreement).

2.2.9 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 Subscribed 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.

2.2.10 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; provided, that the Issuer makes no such representation or warranty with respect to the proxy statement to be filed by the Issuer with respect to the Initial Business Combination or any other information relating to Magnet, the target of the Initial Business Combination or any of their respective affiliates included in any SEC Document or filed as an exhibit thereto. 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.

2.2.11 As of the date hereof, there are no pending or, to the knowledge of the Issuer, threatened, 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.

2.2.12 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 the 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.

2.2.13 The execution, delivery and performance of its obligations hereunder by Subscriber are, or are based on, commercial acts for purposes of applicable law.

2.2.14 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.

3. Settlement Date and Delivery.

3.1 Closing. The closing of the Subscription contemplated hereby (the "**Closing**") shall occur on the date of, and immediately prior to, the consummation of the Merger (such date, the "**Closing Date**"). At least five (5) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Merger to be satisfied (the "**Expected Closing Date**"), the Issuer shall deliver written notice to Subscriber (the "**Closing Notice**") specifying the (i) Expected Closing Date and (ii) the wire instructions for delivery of Purchase Price to the Issuer. Subscriber shall deliver to the Issuer, on or prior to 10:00 a.m. (Eastern Time) on the Closing Date the Purchase Price, by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Closing Notice against (and concurrently with) delivery by the Issuer to Subscriber of (a) the Subscribed 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 Laws), 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 Subscribed Shares, on and as of the Closing Date. If the Study Transactions are not consummated within one (1) Business Day after Subscriber has delivered the Purchase Price to the Issuer, the Issuer shall promptly (but in no event later than one (1) Business Day thereafter) return the 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 Luxembourg City, Luxembourg, New York, New York, or London, United Kingdom is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close.

3.2 Conditions to Subscription Closing of the Issuer.

The Issuer's obligations to sell and issue the Subscription Shares at the Subscription Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Issuer, on or prior to the Subscription Closing Date, 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 Closing Date (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 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 Closing.

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

3.2.4 Legality. 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 consummation of the Subscription.

3.3 Conditions to Subscription Closing of Subscriber.

Subscriber's obligation to purchase the Subscription Shares at the Subscription Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Closing Date, 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 Closing Date (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 Transactions; provided, that in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the Issuer contained in this Subscription Agreement and the facts underlying such breach would also cause a condition to Magnet's obligations under the Merger Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event Magnet waives such condition with respect to such breach under the Merger Agreement.

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 Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Issuer to consummate the Closing.

3.3.3 Occurrence of Merger Closing. (i) All conditions precedent to the Company's (as defined in the Merger Agreement) obligations to consummate, or cause to be consummated, the closing of the Merger shall have been satisfied or waived by the party entitled to the benefit thereof under the Merger Agreement (other than those conditions that may only be satisfied at the closing of the Merger, but subject to satisfaction or waiver by such party of such conditions as of the closing of the Merger), (ii) no amendment or modification of the consideration provided under the transaction agreement in respect of the Initial Business Combination (as defined in the Merger Agreement) shall have occurred that would reasonably be expected to materially and adversely affect the economic benefits that the Subscriber would reasonably expect to receive under this Agreement without having received Subscriber's prior written consent (not to be unreasonably withheld, conditioned or delayed) and (iii) the closing of the Merger will occur immediately following the Closing.

3.3.4 Legality. 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.

4. [RESERVED]

5. Lock-Up. During the period commencing on the Closing Date and continuing to and including the date that is 180 days following the Closing Date (the "**Lock-Up Period**"), Subscriber shall not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares, or any options or warrants to purchase any of Issuer's common stock, or any securities convertible into, exchangeable for or that represent the right to receive Issuer's common stock, or any interest in any of the foregoing, whether now owned or hereinafter acquired, whether owned directly by Subscriber (including holding as a custodian) or with respect to which Subscriber has beneficial ownership within the rules and regulations of the Commission (collectively, the "**covered shares**"). The foregoing restriction is expressly agreed to preclude Subscriber from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the covered shares even if such covered shares would be disposed of by someone other than Subscriber. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the covered shares or with respect to any security that includes, relates to, or derives any significant part of its value from such covered shares. Notwithstanding the foregoing, Subscriber may transfer or dispose of any of its shares of Issuer's common stock (i) by will or intestacy, (ii) as a bona fide gift or gifts, including to charitable organizations, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of Subscriber or the immediate family of Subscriber (for purposes of this paragraph, "**immediate family**" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) to any immediate family member or other dependent, (v) as a distribution to Subscriber's limited partners, members or stockholders, (vi) to Subscriber's Affiliated investment fund or another Affiliated entity that Subscriber or Subscriber's Affiliates control or manage, (vii) to a nominee or custodian of a person to whom a disposition or transfer would be permissible under clauses (i) through (vi) above, (viii) pursuant to an order or decree of a governmental authority, (ix) from an executive officer to Issuer or its subsidiary or parent entities upon death, disability or termination of employment, in each case, of such executive officer, (x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction in each case made to all holders of the shares involving a change of control transaction (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, Subscriber's shares of common stock shall remain subject to the terms and conditions of this paragraph, (xi) to Issuer (a) pursuant to the exercise, in each case on a "cashless" or "net exercise" basis, of any option to purchase shares granted by Issuer pursuant to any employee benefit plans or arrangements which are set to expire during the Lock-Up Period, where any shares Subscriber receive upon any such exercise will be subject to the terms of this paragraph, or (b) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase shares or the vesting of any restricted stock awards granted by Issuer pursuant to employee benefit plans or arrangements which are set to expire or automatically vest during the Lock-Up Period, in each case on a "cashless" or "net exercise" basis, where any shares Subscriber receives upon any such exercise or vesting will be subject to the terms of this paragraph, or (xii) with the prior written consent of Issuer; provided that, in the case of each transfer or distribution pursuant to clauses (ii) through (vii) above, (I) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this paragraph; and (II) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor. For the purpose of this paragraph, "**Affiliate**" shall mean, with respect to any specified person, any person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person, through one or more intermediaries or otherwise. Subscriber hereby agrees and consents to the entry of stop transfer instructions with 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 of common stock describing the foregoing restrictions.

6. Access to Information. From the date hereof and for thirty (30) days thereafter, Issuer shall, and shall use its reasonable best efforts to procure that Study (as defined in the Merger Agreement, and as used herein "**Study**") (a) shall, furnish to Subscriber and its Representatives such financial and operating data and other information regarding the business and operations of Study and Issuer (including historical and projected financial information) as Subscriber or its Representatives may from time to time reasonably request and (b) shall make available to Subscriber and its Representatives during normal business hours those directors, officers, employees, internal auditors, accountants and other Representatives of Study, the Issuer, and their respective Representatives, as applicable, as Subscriber may reasonably request. Notwithstanding the forgoing, (i) (A) in no event shall the Issuer be required to provide or procure that Study provide (1) any information in violation of applicable Law, (2) information the disclosure of which, in the judgment of legal counsel, could reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to any of Study, the Issuer or any of their respective Affiliates relating to such information, or (3) information the disclosure of which would cause any of Study, the Issuer or any of their respective Affiliates to breach a confidentiality obligation to which it is bound; provided, that the Parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding clauses (1), (2) or (3) apply and (B) any access or investigation contemplated by this Section 6 shall not unreasonably interfere with any of the businesses, personnel or operations of any of Study, the Issuer or any of their Affiliates; and (ii) the auditors and accountants of any Study, the Issuer or any of their Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

7. Termination.

7.1 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:

7.1.1 such date and time as the Merger Agreement is validly terminated in accordance with its terms,

7.1.2 the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, or

7.1.3 written notice by Subscriber to issuer, within thirty (30) calendar days after the date of this Subscription Agreement, stating that Subscriber's board of directors has determined in its sole discretion that it is not in the interests of Subscriber to take up the Subscription.

7.2 Notwithstanding Section 7.1, other than for termination pursuant to clause 7.1.2 above, nothing herein will relieve any party from liability for 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 or damages arising from such breach.

7.3 The Issuer shall promptly notify Subscriber of (i) the termination of the Merger Agreement promptly after the termination of such agreement, and (ii) any waiver by the Issuer of any of the conditions specified in Article IX of the Merger Agreement.

8. Miscellaneous.

8.1 Further Assurances. At the Closing, 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.

8.1.1 Subscriber acknowledges that the Issuer and others will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Issuer if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

8.1.2 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.

8.1.3 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.

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

8.1.5 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 to consummate the transactions contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Transactions.

8.2 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:

c/o Rhône Capital IV L.P.
12 E. 49th Street, 20th Floor
New York, New York 10017
Attention: M. Allison Steiner
E-mail: Steiner@rhonegroup.com

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

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Richard A. Pollack
E-mail: pollackr@sullcrom.com

(ii) if to the Issuer, 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: Kenneth M. Schneider and Ross A. Fieldston
Email: kschneider@pauweiss.com and rfieldston@paulweiss.com

8.3 Entire Agreement. This Subscription Agreement 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, including any commitment letter entered into relating to the subject matter hereof.

8.4 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 Holdings and Magnet; provided that any rights (but not obligations) of a party under this Agreement may be waived, in whole or in part, by such party on its own behalf without the prior consent of any other party.

8.5 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 Issuer (other than the Subscription 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 Subscriber's limited partners, members or stockholders, to Subscriber's Affiliated investment fund or another Affiliated entity that Subscriber or Subscriber's Affiliates control or manage and each of their respective limited partners, members or stockholders (or an affiliate thereof), without the prior consent of the Issuer, provided that such assignee(s) agrees in writing to be bound by the terms hereof, 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 warrants 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 investment fund or another Affiliated entity that Subscriber or Subscriber's Affiliates control or manage.

8.6 Benefit.

8.6.1 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.

8.7 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.

8.8 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 6.2 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 6.8, 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.

8.9 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.

8.10 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.

8.11 Remedies.

8.11.1 The parties agree that the irreparable damage would occur if this Subscription Agreement was not performed or the Closing 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 6.8, 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 6.11 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.

8.11.2 The parties acknowledge and agree that this Section 6.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

8.11.3 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.

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

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

9. Disclosure. Subscriber hereby consents to the publication and disclosure in (x) any Form 8-K filed by the Issuer with the Commission in connection with the execution and delivery of the Merger Agreement, the definitive agreement relating to the Initial Business Combination and any filing with the Commission made in connection therewith, including any proxy statement, prospectus or registration statement related thereto or any other filing with the Commission pursuant to applicable securities laws, and (y) any other documents or communications, including press-releases, provided by the Issuer in connection with the execution and delivery of the Merger Agreement or the definitive agreement relating to the Initial Business Combination, 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, a copy of this Subscription Agreement.

10. 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 8 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.

11. 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, 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.

12. 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 the third anniversary of the Closing Date, the Issuer agrees to:

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

12.2 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

12.3 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 Subscription Shares 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 set forth in Section 2.1.5. 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 Subscription Shares 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.

[*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

Accepted and agreed this 12th day of October, 2020.

SUBSCRIBER: ALBERT UK HOLDINGS I LIMITED:

Signature of Subscriber:

By: /s/ Petter Johnsson
Name: Petter Johnsson
Title: Director

Date: [●], 2020

Name of Subscriber:

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

Name in which securities are to be registered
(if different from the name of Subscriber listed directly above):

Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Subscriber's
EIN:

Business Address-Street:

City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

Election Form

Aggregate Number of Subscribed Shares subscribed for:

_____

Aggregate Purchase Price: $ _____.

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds, to be held in escrow until the Closing, to the account specified by the Issuer in the Closing Notice.

By submitting this Election Form, Subscriber represents and warrants that it has as of the date hereof sufficient funds to pay the Purchase Price for the Subscribed Shares.

SCHEDULE I
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "**QIB**")).

2. ☐ We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D; or

☐ Any entity in which all of the equity owners are "accredited investors.

Exhibit 10.7

EXECUTION VERSION

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 13th day of October, 2020, by and between Churchill Capital Corp II, a Delaware corporation (the "**Issuer**"), and the undersigned ("**Subscriber**" or "**you**"). 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 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 2,000,000 shares (the "**Shares**") of the Issuer's Class A common stock, par value $0.0001 per share (the " **Class A common stock** "), for a purchase price of $10.00 per share, for an aggregate purchase price of $20,000,000 (the "**Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the Shares in consideration of the payment of the Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein;

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

2. Representations, Warranties and Agreements.

2.1 Subscriber's Representations, Warranties and Agreements. To induce the Issuer to issue the Shares 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 and timely 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) 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 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 only for its own account and not for the account of others, or if Subscriber is subscribing for the Shares 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 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.

2.1.5 Subscriber understands that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. Subscriber understands that the Shares 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 shall contain a legend to such effect. Subscriber acknowledges that the Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Shares will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares 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.

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

2.1.7 Subscriber represents and warrants that its acquisition and holding of the Shares 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 ("**ERISA**"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable similar law.

2.1.8 In making its decision to purchase the Shares, Subscriber represents that it has relied solely 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 or the offer and sale of the Shares. 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, 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. 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.

2.1.9 Subscriber became aware of this offering of the Shares 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 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, nor were the Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Shares (i) were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

2.1.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares. 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 Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

2.1.11 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 determined that the Shares 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.

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

2.1.13 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.

2.1.14 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.

2.1.15 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 Closing 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).

2.1.16 Subscriber will not acquire a substantial interest (as defined in 31 C.F.R. Part 800.244) in the Issuer as a result of the purchase and sale of Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and Subscriber will not have control (as defined in 31 C.F.R. Part 800.208) over the Issuer from and after the Closing as a result of the purchase and sale of Shares hereunder.

2.1.17 Subscriber has, and on each date the Purchase Price would be required to be funded to the Issuer pursuant toSection 3.1 will have, 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.

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 or a material fact or omit to state any material fact necessary in order to make the statements therein, in 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, 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 in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Shares 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.

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 consummation of the certain other transactions contemplated herein will not, subject to the receipt of the Buyer Stockholder Approval and the effectiveness of the Buyer A&R Charter Amendment, (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 pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer 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 (iii) 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 properties that would reasonably be expected to have an Issuer Material Adverse Effect.

2.2.6 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 under the Securities Act.

2.2.7 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 and neither the Issuer nor any person acting on its behalf offered any of the Shares in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.8 [reserved]

2.2.9 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 pursuant to 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 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 issue 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), 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.

2.2.10 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 (i) filings pursuant to Regulation D of the Securities Act and applicable state securities laws, (ii) filings required by the NYSE, including with respect to obtaining shareholder approval, (iii) filings required to consummate the Transactions as provided under the definitive documents relating to the Transactions and (iv) where the failure of which to obtain would not be reasonably likely to have an Issuer Material Adverse Effect.

2.2.11 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.

2.2.12 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.

2.2.13 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.

2.2.14 The execution, delivery and performance of its obligations hereunder by Subscriber are, or are based on, commercial acts for purposes of applicable law.

2.2.15 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 New York Stock Exchange ("**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.

3. Settlement Date and Delivery.

3.1 Closing. The closing of the Subscription contemplated hereby (the "**Closing**") shall occur on the date of, and immediately prior to, the consummation of the Magnet Transactions. Upon written notice from (or on behalf of) the Issuer to Subscriber (the "**Closing Notice**") at least ten (10) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Magnet Transactions to be satisfied (the "**Expected Closing Date**"), Subscriber shall deliver to the Issuer no later than two (2) Business Days prior to the Expected Closing Date, the Purchase Price for the Shares, by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Closing Notice, such funds to be held by the Issuer in escrow until the Closing. If the Magnet Transactions are not consummated on or prior to the tenth (10th) Business Day after the Expected Closing Date, the Issuer shall return the Purchase Price to Subscriber by wire transfer of United States dollars in immediately available funds to an account specified by Subscriber. Notwithstanding such return, (i) a failure to close on the Expected Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 3 to be satisfied or waived on or prior to the Closing Date, and (ii) Subscriber shall remain obligated (A) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice and (B) to consummate the Closing upon satisfaction of the conditions set forth in this Section 3. Unless otherwise agreed by Study in writing, the Issuer shall deliver the Closing Notice at least eight (8) Business Days prior to the date of the Special Meeting. At the Closing, upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 3, the Issuer shall deliver to Subscriber the Shares in certificated or book entry form (at the Issuer's election), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable. 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.

3.2 Conditions to Closing of the Issuer.

The Issuer's obligations to sell and issue the Shares at the Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Issuer, on or prior to the Closing Date, 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 Closing Date (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 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 Closing.

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

3.2.4 Legality. 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 consummation of the Subscription.

3.3 Conditions to Closing of Subscriber.

Subscriber's obligation to purchase the Shares at the Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Closing Date, 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 Closing Date (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 Transactions; provided, that in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the Issuer contained in this Subscription Agreement and the facts underlying such breach would also cause a condition to Study's obligations under the Study Merger Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event Study waives such condition with respect to such breach under the Study Merger Agreement.

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 Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Issuer to consummate the Closing.

3.3.3 Closing of the Magnet Transactions. (i) All conditions precedent to the consummation of the Magnet Transactions set forth in the Magnet Merger Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Magnet Merger Agreement (other than those conditions that may only be satisfied at the consummation of the Magnet Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Magnet Transactions), (ii) no amendment or modification of the Magnet 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 (not to be unreasonably withheld, conditioned or delayed) and (iii) the Magnet Transactions will be consummated immediately following the Closing.

3.3.4 Legality. 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.

3.3.5 Issuer Stockholder Approval. To the extent required by the listing rules of NYSE, approval of the issuance of the Shares pursuant to this Subscription Agreement by the Issuer's stockholders shall have been obtained.

4. Lock-Up.

4.1 During the period commencing on the Closing Date and continuing until the earlier of (i) the one year anniversary of the 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 20 trading days within any 30-trading day period commencing at least 150 days after the 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 For purposes of this Section 4, "**Transfer**" shall mean the (a) 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, (b) 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 (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

4.3 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.

4.4 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.

5. Registration Statement. Prior to or concurrently with the Closing, the parties shall enter into a joinder, or otherwise become a party, to the Registration Rights Agreement, dated as of June 26, 2019, by and among the Issuer, Churchill Sponsor II, LLC and the other parties thereto (the "**Registration Rights Agreement**").

6. 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 and (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement; provided, that nothing herein will relieve any party from liability for 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 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.

7. Miscellaneous.

7.1 Further Assurances. At the Closing, 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.

7.1.1 Subscriber acknowledges that the Issuer, Study and others will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Issuer and Study if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

7.1.2 Each of the Issuer, Subscriber and Study 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.

7.1.3 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.

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

7.1.5 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 to consummate the transactions contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Study Transactions.

7.2 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:

LODBROK CAPITAL LLP
AS INVESTMENT MANAGER FOR AND ON BEHALF OF: (i) LODBROK EUROPEAN CREDIT OPPORTUNITIES SARL, (ii) MERCER QIF FUND PLC – MERCER INVESTMENT FUND, AND (iii) CROWN MANAGED ACCOUNTS SPC – CROWN/LODBROK SEGREGATED PORTFOLIO
C/O 55 ST JAMES'S STREET, LONDON
SW1A 1LA, UNITED KINGDOM

(ii) if to the Issuer, 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

7.3 Entire Agreement. This Subscription Agreement 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, including any commitment letter entered into relating to the subject matter hereof.

7.4 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 Study 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.

7.5 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 fund or account managed by the same investment manager as Subscriber, without the prior consent of the Issuer, provided that such assignee(s) agrees in writing to be bound by the terms hereof, 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.

7.6 Benefit.

7.6.1 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.

7.7 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.

7.8 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 7.2 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 7.8, 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.

7.9 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.

7.10 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.

7.11 Remedies.

7.11.1 The parties agree that the irreparable damage would occur if this Subscription Agreement was not performed or the Closing 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 7.8, 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 7.11 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.

7.11.2 The parties acknowledge and agree that this Section 7.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

7.11.3 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.

7.12 Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Subscription Agreement shall survive the Closing. For the avoidance of doubt, if for any reason the 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

8. Disclosure. Subscriber hereby consents to the publication and disclosure in (x) any Form 8-K filed by the Issuer with the Commission in connection with the execution and delivery of the Study Merger Agreement, Joint Proxy Statement or Joint Proxy Statement/Prospectus or any other filing with the Commission pursuant to applicable securities laws, in each case, as and to the extent required by the federal securities laws or the Commission or any other securities authorities, and (y) any other documents or communications provided by the Issuer or Study 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. Subscriber will promptly provide any information reasonably requested by the Issuer, Study or Magnet for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the Commission).

9. 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 9 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 the 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.

10. 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.

11. 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 the third anniversary of the Closing Date, the Issuer agrees to:

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

11.1.2 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

11.1.3 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 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 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.

[*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

Accepted and agreed this 12 day of October, 2020.

SUBSCRIBER:

Signature of Subscriber:
By: Lodbrok Capital LLP
By: /s/Dushy Selvaratnam
Name:
Title: Chief Operating Officer

Name of Subscriber:
(i) LODBROK EUROPEAN CREDIT OPPORTUNITIES SARL 1,447,600 SHARES
(ii) MERCER QIF FUND PLC – MERCER INVESTMENT FUND 335,880 SHARES
(iii) CROWN MANAGED ACCOUNT SPC – CROWN/LODBROK SEGREGATED PORTFOLIO 216,520 SHARES

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

Name in which securities are to be registered
(if different from the name of Subscriber listed directly above):

Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Subscriber's EIN:

Business Address-Street:

City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

Signature of Joint Subscriber, if applicable:

By:
Name:
Title:

Name of Joint Subscriber, if applicable:

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

Joint Subscriber's EIN:

Mailing Address-Street (if different):

City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

SCHEDULE I
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "**QIB**")).

2. ☐ We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D; or

☐ Any entity in which all of the equity owners are "accredited investors."

Exhibit 10.8

EXECUTION VERSION

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 14th day of October, 2020, by and between Churchill Capital Corp II, a Delaware corporation (the "**Issuer**"), and the undersigned ("**Subscriber**" or "**you**"). 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 October 12, 2020, 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 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 October 12, 2020, 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 1,000,000 shares (the "**Shares**") of the Issuer's Class A common stock, par value $0.0001 per share (the " **Class A common stock** "), for a purchase price of $10.00 per share, for an aggregate purchase price of $10,000,000 (the "**Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the Shares in consideration of the payment of the Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein;

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

2. Representations, Warranties and Agreements.

2.1 Subscriber's Representations, Warranties and Agreements. To induce the Issuer to issue the Shares 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 and timely 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) 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 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 only for its own account and not for the account of others, or if Subscriber is subscribing for the Shares 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 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.

2.1.5 Subscriber understands that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. Subscriber understands that the Shares 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 shall contain a legend to such effect. Subscriber acknowledges that the Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Shares will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares 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.

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

2.1.7 Subscriber represents and warrants that its acquisition and holding of the Shares 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 ("**ERISA**"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable similar law.

2.1.8 In making its decision to purchase the Shares, Subscriber represents that it has relied solely 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 or the offer and sale of the Shares. 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, 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. 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.

2.1.9 Subscriber became aware of this offering of the Shares 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 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, nor were the Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Shares (i) were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

2.1.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares. 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 Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

2.1.11 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 determined that the Shares 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.

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

2.1.13 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.

2.1.14 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.

2.1.15 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 Closing 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).

2.1.16 Subscriber will not acquire a substantial interest (as defined in 31 C.F.R. Part 800.244) in the Issuer as a result of the purchase and sale of Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and Subscriber will not have control (as defined in 31 C.F.R. Part 800.208) over the Issuer from and after the Closing as a result of the purchase and sale of Shares hereunder.

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, 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.

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 or a material fact or omit to state any material fact necessary in order to make the statements therein, in 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, 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 in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Shares 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.

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 consummation of the certain other transactions contemplated herein will not, subject to the receipt of the Buyer Stockholder Approval and the effectiveness of the Buyer A&R Charter Amendment, (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 pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer 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 (iii) 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 properties that would reasonably be expected to have an Issuer Material Adverse Effect.

2.2.6 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 under the Securities Act.

2.2.7 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 and neither the Issuer nor any person acting on its behalf offered any of the Shares in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.8 [reserved]

2.2.9 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 in respect of any Class A common stock or any warrants exercisable for shares of Class A common stock 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 issue 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), 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.

2.2.10 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 (i) filings pursuant to Regulation D of the Securities Act and applicable state securities laws, (ii) filings required by the NYSE, including with respect to obtaining shareholder approval, (iii) filings required to consummate the Transactions as provided under the definitive documents relating to the Transactions and (iv) where the failure of which to obtain would not be reasonably likely to have an Issuer Material Adverse Effect.

2.2.11 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.

2.2.12 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.

2.2.13 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.

2.2.14 The execution, delivery and performance of its obligations hereunder by Subscriber are, or are based on, commercial acts for purposes of applicable law.

2.2.15 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 New York Stock Exchange ("**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.

3. Settlement Date and Delivery.

3.1 Closing. The closing of the Subscription contemplated hereby (the "**Closing**") shall occur on the date of, and immediately prior to, the consummation of the Study Transactions. Upon written notice from (or on behalf of) the Issuer to Subscriber (the "**Closing Notice**") at least ten (10) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Study Transactions to be satisfied (the "**Expected Closing Date**"), Subscriber shall deliver to the Issuer no later than two (2) Business Days prior to the Expected Closing Date, the Purchase Price for the Shares, by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Closing Notice, such funds to be held by the Issuer in escrow until the Closing. If the Study Transactions are not consummated on or prior to the tenth (10th) Business Day after the Expected Closing Date, the Issuer shall return the Purchase Price to Subscriber by wire transfer of United States dollars in immediately available funds to an account specified by Subscriber. Notwithstanding such return, (i) a failure to close on the Expected Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 3 to be satisfied or waived on or prior to the Closing Date, and (ii) Subscriber shall remain obligated (A) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice and (B) to consummate the Closing upon satisfaction of the conditions set forth in this Section 3. Unless otherwise agreed by Study in writing, the Issuer shall deliver the Closing Notice at least eight (8) Business Days prior to the date of the Special Meeting. At the Closing, upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 3, the Issuer shall deliver to Subscriber the Shares in certificated or book entry form (at the Issuer's election), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable. 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.

3.2 Conditions to Closing of the Issuer.

The Issuer's obligations to sell and issue the Shares at the Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Issuer, on or prior to the Closing Date, 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 Closing Date (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 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 Closing.

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 Closing.

3.2.4 Legality. 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 consummation of the Subscription.

3.3 Conditions to Closing of Subscriber.

Subscriber's obligation to purchase the Shares at the Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Closing Date, 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 Closing Date (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 Transactions; provided, that in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the Issuer contained in this Subscription Agreement and the facts underlying such breach would also cause a condition to Study's obligations under the Study Merger Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event Study waives such condition with respect to such breach under the Study Merger Agreement.

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 Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Issuer to consummate the Closing.

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 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), (ii) no amendment or modification 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 (not to be unreasonably withheld, conditioned or delayed) and (iii) the Study Transactions will be consummated immediately following the Closing.

3.3.4 Legality. 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.

3.3.5 Issuer Stockholder Approval. To the extent required by the listing rules of NYSE, approval of the issuance of the Shares pursuant to this Subscription Agreement by the Issuer's stockholders shall have been obtained.

4. Registration Statement. Prior to or concurrently with the Closing, the parties shall enter into a joinder, or otherwise become a party, to the Amended and Registration Rights Agreement, dated as of October 12, 2020, by and among the Issuer, Study, Churchill Sponsor II, LLC and the other parties thereto.

5. 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 and (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement; provided, that nothing herein will relieve any party from liability for 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 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.

6. Miscellaneous.

6.1 Further Assurances. At the Closing, 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.

6.1.1 Subscriber acknowledges that the Issuer, Study and others will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Issuer and Study if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

6.1.2 Each of the Issuer, Subscriber and Study 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.

6.1.3 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.

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

6.1.5 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 to consummate the transactions contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Study Transactions.

6.2 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:

(ii) if to the Issuer, 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

6.3 Entire Agreement. This Subscription Agreement 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, including any commitment letter entered into relating to the subject matter hereof.

6.4 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 Study 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.

6.5 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 fund or account managed by the same investment manager as Subscriber, without the prior consent of the Issuer, provided that such assignee(s) agrees in writing to be bound by the terms hereof, 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.

6.6 Benefit.

6.6.1 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.

6.7 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.

6.8 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 6.2 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 6.8, 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.

6.9 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.

6.10 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.

6.11 Remedies.

6.11.1 The parties agree that the irreparable damage would occur if this Subscription Agreement was not performed or the Closing 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 6.8, 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 6.11 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.

6.11.2 The parties acknowledge and agree that this Section 6.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

6.11.3 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.

6.12 Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Subscription Agreement shall survive the Closing. For the avoidance of doubt, if for any reason the 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

7. Disclosure. Subscriber hereby consents to the publication and disclosure in (x) any Form 8-K filed by the Issuer with the Commission in connection with the execution and delivery of the Study Merger Agreement, Joint Proxy Statement or Joint Proxy Statement/Prospectus or any other filing with the Commission pursuant to applicable securities laws, in each case, as and to the extent required by the federal securities laws or the Commission or any other securities authorities, and (y) any other documents or communications provided by the Issuer or Study 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. Subscriber will promptly provide any information reasonably requested by the Issuer, Study or Magnet for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the Commission).

8. 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 8 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 the 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.

9. 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.

10. 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 the third anniversary of the Closing Date, the Issuer agrees to:

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

10.1.2 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

10.1.3 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 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 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.

[*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

Accepted and agreed this 14th day of October, 2020.

SUBSCRIBER:

Signature of Subscriber:

By: /s/ Allison Green
Name: Allison Green
Title: Chief Financial Officer

Name of Subscriber:

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

Name in which securities are to be registered (if different from the name of Subscriber listed directly above):

Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship
☐ Tenants-in-Common
☐ Community Property

Subscriber's EIN:

Business Address-Street:

City, State, Zip:

Attn:
Telephone No.:
Facsimile No.:

Signature of Joint Subscriber, if applicable:

By:
Name:
Title:

Name of Joint Subscriber, if applicable:

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

Joint Subscriber's EIN:

Mailing Address-Street (if different):

City, State, Zip:

Attn:
Telephone No.:
Facsimile No.:

SCHEDULE I
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "**QIB**")).

2. ☐ We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D; or

☐ Any entity in which all of the equity owners are "accredited investors."

Exhibit 10.9

EXECUTION VERSION

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "**Agreement**") is entered into as of October 13, 2020 (the "**Signing Date**"), by and between JEFFREY R. TARR (the "**Executive**") and Churchill Capital Corp II, a Delaware corporation (the "**Company**").

W I T N E S S E T H:

WHEREAS, Software Luxembourg Holding S.A. and the Company are parties to that certain merger agreement, dated as of October 12, 2020 (the "**Merger Agreement**");

WHEREAS, it is the intent of the Executive and the Company that this Agreement will become effective upon the closing of the transactions contemplated under the Merger Agreement ("**Closing**");

WHEREAS, subject to and conditioned upon the Closing, the Company wishes to employ the Executive in the capacity of its Chief Executive Officer, effective as of the Closing (such date, the "**Start Date**"); and

WHEREAS, the Executive is willing to accept such employment upon the terms and conditions set forth below and is committed to remaining in the Company's employ upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows, effective upon the Closing; provided that, in the event such Closing does not occur, the Company shall nevertheless honor and satisfy the provisions of Sections 5(b), 17(j) and 17(k)(ii) hereof regardless of the absence of an Employment Term, subject to Section 17(l) hereof:

1. Term. The Company agrees to employ the Executive, and the Executive agrees to remain in employment with the Company, from the Start Date until the second anniversary of the Start Date (the "**Initial Term**"), unless terminated earlier in accordance with Sections 6, 7, 8 or 9. Except with respect to Sections 13 through 17, which survive as set forth therein, this Agreement shall expire at the end of the Term, or, in the case of the Executive's earlier termination in accordance with Sections 6, 7, 8 or 9, when all obligations of the parties hereunder have been satisfied. The Initial Term shall be automatically extended for successive one (1) year periods (each such extension term and the Initial Term, a "**Term**" and collectively, the "**Employment Term**") unless either party hereto gives notice of nonrenewal of the Term to the other party no later than six (6) months prior to the expiration of the then-applicable Term. Notwithstanding the foregoing, if the Closing does not occur, the terms of this Agreement will be null and void ab initio.

2. Duties and Scope of Employment.

(a) Position. The Company agrees to employ the Executive in the Denver, Colorado metropolitan area (the "**Primary Work Location**") as its Chief Executive Officer as of the Start Date. The Executive shall report to the Company's Board of Directors (the "**Board**") and shall have the authority and responsibilities customarily granted to the Chief Executive Officer. In addition, during the Employment Term, the Executive shall serve as a member of the Board, and shall, in consultation with the Board, reasonably lease and staff an office in his Primary Work Location.

(b) Obligations. During the Employment Term, the Executive shall devote his full business efforts and time to the Company and its affiliates and shall not render services to any other person or entity without the consent of the Board. The foregoing, however, shall not preclude the Executive from (i) serving on the boards of directors of not-for-profit entities, (ii) serving on the boards of directors of up to two other corporations as the Board may approve from time to time (including the board of directors of EchoStar Corporation for so long as such directorship does not interfere or conflict with the Executive's responsibilities to the Company, provided, that any determination regarding such interference or conflict shall be made in the Company's reasonable discretion, and upon a finding of any such interference or conflict, the Executive agrees and acknowledges that he shall immediately resign from such directorship), (iii) engaging in other civic, charitable, non-profit, industry or trade associations, or religious activities (including periodic speaking engagements which do not interfere or conflict with his responsibilities to the Company) or (iv) devoting a reasonable amount of time to his personal and family investments which do not interfere or conflict with his responsibilities to the Company.

(c) Termination and Offices Held. At the time that the Executive ceases to be an employee of the Company and its affiliates, the Executive agrees that he shall resign from any offices he holds with the Company and any affiliates of the Company, including any boards of directors or boards of managers positions held at the Company or any of its affiliates.

3. Cash Compensation.

(a) Base Salary. Effective as of the Start Date, the Company agrees to pay the Executive, as compensation for his services as Chief Executive Officer, a base salary at an annual rate of $750,000 (the "**Base Salary**"). The Executive's Base Salary shall be subject to required withholding taxes, shall be subject to annual review by the Board, and shall not be decreased during the Employment Term, provided that the foregoing prohibition shall not apply to decreases in base salary that do not exceed 10% (individually or in the aggregate) and that are applied uniformly to all senior managers of the Company.

(b) Annual Incentive Compensation. With respect to each fiscal year during the Employment Term beginning with the Company's fiscal year 2021, the Executive shall be eligible to receive an annual cash bonus (the "**Annual Cash Incentive**") based on performance objectives (for threshold, target and maximum) established for each such fiscal year by the Compensation Committee of the Board (the "**Committee**") in consultation with the Executive. The Executive's target Annual Cash Incentive amount for each such fiscal year will be 100% of Base Salary, and the maximum Annual Cash Incentive amount for each such fiscal year will be 200% of Base Salary. Payment of any Annual Cash Incentive for any fiscal year shall be made at the same time that bonuses are ordinarily paid to other senior executives of the Company, subject to the Executive's continued employment through the date of payment.

4. Equity Grant. Promptly but no more than thirty (30) days following the Start Date, the Executive shall receive an award of 1,000,000 options (the "**Options"**) in respect of Company common stock (a '**Share**"), with each such Option to have an exercise price equal to the fair market value of a Share on the date of grant. The Options will vest ratably on a quarterly basis over the four-year period following the Start Date, subject to the Executive's continued employment through the applicable vesting date. Notwithstanding the foregoing, the Options will vest in full upon a change in control (as such term is defined in the definitive award document or applicable plan) or, if occurring earlier, upon the Executive's termination due to death or Disability (as defined below), which Options shall remain exercisable for the one-year period following any such termination; provided that upon the Executive's termination without Cause (as defined below) or for Good Reason (as defined below), vesting shall continue in accordance with Section 9 below; and provided further that all Options (whether vested or unvested) shall be immediately forfeited for no consideration upon a termination for Cause.

In addition, promptly but no more than thirty (30) days following the Start Date, the Executive shall receive an award of 2,000,000 restricted stock units that will vest ratably on a quarterly basis over the three-year period following the Start Date, subject to the Executive's continued employment through the applicable vesting date; provided, that, such restricted stock unit shall become fully vested upon a change in control (as such term is defined in the definitive award document or applicable plan) or, if occurring earlier, upon the Executive's termination due to death or Disability; provided further that upon the Executive's termination without Cause (as defined below) or for Good Reason (as defined below), vesting shall continue in accordance with Section 9 below.

The definitive award agreements governing the Options and restricted stock units granted pursuant to this Section 4 shall permit the Executive to satisfy payment of any exercise price and/or withholding taxes, as applicable, through net exercise (for Options) and net Share withholding (for Options and restricted stock units).

5. Employee Benefits and Expenses.

(a) Benefits. During the Employment Term, the Executive shall be entitled to participate in any health, welfare and other benefit plans, programs or arrangements offered to other senior executives of the Company, subject in each case to the generally applicable terms and conditions of the plan, program or arrangement in question as in effect from time to time. During the Employment Term, the Executive shall also be entitled to paid time off per calendar year, subject to the Company's vacation policy.

(b) Business Expenses. During the Employment Term, the Executive shall be authorized to incur necessary and reasonable travel, entertainment and other business expenses in connection with his duties hereunder. The Company shall reimburse the Executive for such expenses upon timely presentation of appropriate documentation, all in accordance with the Company's generally applicable policies as applicable to the Executive, as in effect from time to time.

6. Involuntary Termination. The Company may terminate the Executive's employment for any reason, with or without Cause, including, but not limited to, the reasons described below, by giving the Executive not less than thirty (30) days' advance notice in writing (in which event the Executive may become entitled to the payments and benefits described in Section 9 or 10, as applicable). The date of the Executive's termination of employment from the Company hereunder shall be referred to as the Executive's "**Termination Date**."

(a) Termination for Cause. The Company may terminate the Executive's employment at any time for Cause. For all purposes under this Agreement, "**Cause**" shall mean (i) a willful failure by the Executive to substantially perform his duties hereunder, other than a failure resulting from the Executive's complete or partial incapacity due to physical or mental illness or impairment, (ii) a willful act by the Executive which constitutes gross misconduct and which is materially injurious to the Company, (iii) the Executive's indictment of, conviction of, or no contest plea to, an act of theft, fraud or embezzlement, (iv) Executive's commission of a felony; (v) Executive's breach, which is materially injurious to the Company, of any material Company policy, including, without limitation, the Company's sexual harassment policy or (vi) Executive's breach of any restrictive covenants which is materially injurious to the Company to which he is bound pursuant to any agreement with the Company or its affiliates, including the restrictive covenants set forth in Section 13 of this Agreement (the "**Restrictive Covenants**"). No act, or failure to act, by the Executive shall be considered "willful" unless committed (A) without good faith and without a reasonable belief that the act or omission was in the Company's best interest or (B) with gross negligence. The Company's notice of termination shall specify the nature of the Cause, and, unless the willful failure or act giving rise to such notice is not by its nature curable by the Executive, the Executive shall have fifteen (15) days following such notice to cure such failure or act, and, if so cured to the reasonable satisfaction of the Company, such failure or act shall not constitute Cause hereunder.

(b) Termination for Disability. The Company may terminate the Executive's employment for Disability. For all purposes under this Agreement, "**Disability**" shall mean that the Executive, at the time notice is given, has been unable to perform his duties under this Agreement for a period of not less than six (6) consecutive months as a result of an illness or injury, as determined for purposes of the Company's long-term disability income insurance. The Company's notice of termination shall specify the nature of the Disability.

7. Voluntary Termination. The Executive may terminate his employment with the Company for any reason, including Good Reason, in which event the Executive may become entitled to the payments and benefits described in Section 9 or 10, as applicable, subject in the case of a Good Reason termination to Executive's compliance with the notice provisions set forth in this Section 7. In connection with a voluntary termination, other than a termination for Good Reason, the Executive shall give the Company not less than six (6) months' advance notice in writing. The Company may elect, in its sole discretion, to waive such six (6) month advance written notice requirement. In connection with a termination that is a Good Reason termination, the Executive shall give the Company not less than sixty (60) days' advance notice in writing. The Company, in its sole discretion, may elect to waive such sixty (60) day advance written notice requirement. Any waiver of notice by the Company shall not constitute an involuntary termination under Section 6, and the termination shall continue to be considered a voluntary termination. For all purposes under this Agreement, "**Good Reason**" shall mean (i) a demotion or reduction in the Executive's Base Salary, without his written consent, (ii) the Company's failure to pay material compensation when due and payable, (iii) a material reduction in the Executive's responsibility or authority (such as due to the appointment of an executive chairman or similarly functioning person) or a change in reporting such that the Executive is no longer reporting directly to the Board, it being understood and agreed, however, that the appointment of an executive chairman as a result of an agreement with MIH Ventures B.V. shall not under any circumstances constitute Good Reason so long as such person does not have responsibilities or authority that diminish those of the Executive (or change his reporting relationship directly to the Board); (iv) removal of the Executive from the Company's Board or failure of the Executive to be re-elected to the Board, or (v) relocation by more than fifty (50) miles of the Primary Work Location, provided, that any relocation to which the Executive has consented shall not give rise to Executive's ability to terminate his employment for Good Reason. The Executive must give the Board advance notice in writing of the Executive's decision to terminate his employment for Good Reason within ninety (90) days of the initial occurrence of the condition that is the basis for such Good Reason resignation in order for the termination to be treated as a Good Reason termination; provided, further, that Good Reason will only exist if, in the case of a condition that may be cured, the Company fails to correct the deficiency within thirty (30) days of receipt of such notice. The thirty (30) day cure period shall run contemporaneously with the sixty (60) day advance written notice period referenced above.

8. Death. The Executive's employment under this Agreement automatically shall terminate on account of his death during the Employment Term.

9 . Benefits for Termination by the Company Without Cause or Resignation by the Executive for Good Reason. In the event that during the Employment Term (i) the Company terminates the Executive's employment for any reason other than Cause or Disability or (ii) the Executive terminates his employment for Good Reason, the Executive shall be entitled to receive his Accrued Compensation (defined in Section 10) and, subject to the Executive's execution and delivery of a Waiver and Release Agreement pursuant to Section 11 and the Executive's continued compliance with the Restrictive Covenants, severance and benefits from the Company (the "**Severance**") consisting of (x) continued payment of two times the sum of (A) the Base Salary and (B) target Annual Cash Incentive for the year in which termination occurs in accordance with the Company's normal payroll practices, as in effect on the Termination Date, for a period of twenty-four (24) months after the Termination Date (the " **Salary Continuation Payments**"), (y) a bonus payment equal to the Annual Cash Incentive for the year in which termination occurs based on actual performance and prorated to reflect the period of the fiscal year that has lapsed as of the Termination Date, payable in accordance with Section 3(c) of this Agreement and (z) vesting of the Executive's equity awards due under Section 4 (or as granted thereafter) for the period of twelve (12) months following the date on which termination occurs. Any payment under this Section 9 shall be subject to required withholding taxes. The Company's election not to extend the Employment Term in accordance with Section 1 shall be deemed a termination by the Company without Cause and accordingly, Executive shall have the rights to severance and benefits as set forth in this Section 9.

1 0 . Benefits for All Other Terminations. Subject to Section 4, in the event of (i) the Executive's involuntary termination, other than an involuntary termination by the Company without Cause for which Severance is owed in accordance with Section 9, (ii) the Executive's voluntary termination of employment from the Company other than for Good Reason, or (iii) the Executive's automatic termination of employment with the Company on account of his death, the Executive shall be entitled to payment of compensation accrued through such date consisting of (i) any unpaid Base Salary owed to the Executive for services rendered to the Termination Date, (ii) all vested benefits under applicable written plans and programs maintained by the Company subject to the terms and conditions of such plans or programs, (iii) reasonable business expenses and disbursements incurred by the Executive in accordance with the Company's applicable written business expense reimbursement policy; and (iv) any accrued but unpaid vacation payable in connection with a termination of employment of the Executive under the Company's applicable vacation policy (collectively, "**Accrued Compensation**").

11. Waiver and Release of Claims. The Executive agrees that, as a condition to the receipt of the Severance pursuant to Section 9, the Executive shall be required to (a) execute and deliver a waiver and release agreement, substantially in the form attached hereto as Exhibit A, (the "**Waiver and Release Agreement**") and (b) comply with the Restrictive Covenants. The Executive shall execute and deliver the Waiver and Release Agreement within sixty (60) days of the Termination Date, and the Company shall commence payment of the Salary Continuation Payments within sixty (60) days following the Termination Date (with payment in arrears from the Termination Date) provided, however, that if such sixty (60)-day period begins in one calendar year and ends in a second calendar year, then the Salary Continuation Payments shall not commence until the second of such two calendar years (regardless of whether Executive delivers the required Waiver and Release Agreement in the first calendar year or in the second calendar year). If the Waiver and Release Agreement is not executed and delivered to the Company within such sixty (60)-day period or is otherwise revoked, the Executive shall forfeit all rights to the Severance pursuant to Section 9.

12. Nature of Payments. For the avoidance of doubt, the Executive acknowledges and agrees that the payments set forth in Sections 9 constitute liquidated damages for termination of the Executive's employment during the Employment Term.

13. Confidentiality; Non-Solicitation; Non-Competition; and Nondisparagement.

(a) Confidential Information.

(i) The Executive acknowledges that, during the Employment Term the Executive shall be given access to and become acquainted with sensitive, proprietary or confidential information relating to the Company and its affiliates, including without limitation, trade secrets, processes, practices, pricing information, billing histories, customer requirements, customer lists, customer contacts, employee lists, salary information, personnel matters, financial data, operating results, plans, contractual relationships, projections for new business opportunities, new or developing business for the Company, technological innovations in any stage of development, the Company's financial data, long range or short range plans, any confidential or proprietary information of others licensed to the Company, and all other data and information of a competition-sensitive nature (collectively, "**Confidential Information**"). The Executive agrees that during the Employment Term or at any time thereafter, the Executive shall not, directly or indirectly, communicate, disclose, or divulge to any Person, or use for the Executive's benefit or the benefit of any Person, in any manner, any Confidential Information or any other information concerning the conduct and details of the businesses of the Company and its affiliates, except as required in the course of the Executive's employment with the Company or as otherwise may be required by applicable law.

(ii) The Executive acknowledges that the Confidential Information of the Company is a valuable, confidential, special, and unique asset of the Company and its affiliates, expensive to produce and maintain, and essential for the profitable operation of their respective businesses.

(iii) All documents relating to the businesses of the Company and its affiliates including, without limitation, documents, including electronic records, whether prepared by the Executive or otherwise coming into the Executive's possession, are the exclusive property of the Company and its applicable affiliates and must not be removed from the premises of the Company, except as required in the course of the Executive's employment with the Company. The Executive shall return all such documents and electronic records (including any copies thereof) to the Company upon the Termination Date or upon the earlier request of the Company or the Board.

This Agreement does not limit the Executive's ability to communicate with any governmental agency, file a charge or complaint with the Securities and Exchange Commission or otherwise participate in any investigation or proceeding that may be conducted by any governmental agencies, including by providing documents or other information, without notice to the Company. The Company acknowledges and agrees that pursuant to 18 USC § 1833(b), the Executive may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company additionally acknowledges and agrees that if Executive is suing an employer for retaliation based on the reporting of a suspected violation of law, then he may disclose a trade secret to his attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

(b) Non-Solicitation. During the Employment Term and for a period of twelve (12) months following the Termination Date, the Executive shall not, except with the Company's express prior written consent, for the benefit of any entity or Person (including the Executive) (i) solicit, induce, or encourage any employee of the Company, or any of its affiliates, to leave the employment of the Company or its affiliates, (ii) solicit, induce, or encourage any customer, client, or independent contractor of the Company, or any of its affiliates, to cease or reduce its business with or services rendered to the Company or its affiliates or (iii) hire (on behalf of the Executive or any other person) any employee or independent contractor who has left the employment or other service of the Company or its affiliates within one (1) year of the termination of such employee's employment, or independent contractor's engagement, with the Company or its affiliates, provided, however, that nothing in this Section 13(b) shall prohibit Executive from being involved with general solicitations for employment or in hiring anyone who responds to such solicitations.

(c) Non-Competition.

(i) During the Employment Term, the Executive shall not, directly or indirectly be employed, engaged, concerned or interested in any other business or undertaking (except a Permitted Investment (as defined below), or any activity disclosed to the Company so long as such activities do not materially interfere with the Executive's duties to the Company or any of its subsidiaries), other than as authorized under Section 2(b) above or as approved by the Board prior to the date of this Agreement or from time to time thereafter (such approval, in the case of charitable, pro bono or educational activities, not to be unreasonably withheld); or

(ii) During the Employment Term and for a period of twelve (12) months following the Termination Date, the Executive shall not, directly or indirectly engage in any activity (except as reasonably associated with a Permitted Investment) which the Board reasonably considers may be, or become, materially harmful to and competitive with the business of the Company or any of its subsidiaries or which might reasonably be considered to materially interfere with the performance of the Executive's duties under this Agreement; provided that, subject to Executive's advance notification of such activity to the Board, it shall not constitute a competitive activity for Executive, following the end of the Employment Term, to serve as a member of a board of directors or as an advisor or employee for any company whose revenues from business that competes with that of the Company (as being conducted immediately before the end of the Employment Term) do not exceed 10% of its revenues, or whose competitive business represents less than 10% of the revenues of the Company.

"Permitted Investment" means an investment: (a) comprising not more than 3% of the shares or other capital of a company (whether listed or not); provided, that the relevant company in which the investment is made either (A) does not carry on a business which competes with the Company or any of its subsidiaries or (B) does compete with the Company or any of its subsidiaries, but the investment is a passive investment in shares or other securities of the relevant company which are listed on a securities exchange; or (b) which is approved or consented to by the Board.

(d) Non-Disparagement. During the Employment Term and for a period of five (5) years following the Termination Date, the Executive shall not publicly disparage the Company, its affiliates, or their respective officers or directors. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Executive or the Executive's successor from making truthful statements that are required by applicable law, regulation, or legal process. Likewise, during the Employment Term and for a period of five (5) years following the Termination Date, members of the Board and members of the board of any subsidiary, and the respective officers of the Company and any affiliate, shall not publicly disparage the Executive. Notwithstanding the foregoing, nothing in this Agreement shall preclude members of the Board and members of the board of any subsidiaries, and the respective officers of the Company and any subsidiary, from making truthful statements that are required by applicable law, regulation, or legal process.

14. Cooperation with Regard to Litigation. The Executive agrees to cooperate with the Company, during the Employment Term and after the Termination Date, by making the Executive available to testify on behalf of the Company or any affiliate of the Company, in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist the Company, or any affiliate of the Company, in any such action, suit, or proceeding, by providing information and meeting and consulting with the Board or its representatives or counsel, or representatives or counsel to the Company or any affiliate of the Company, as may be reasonably requested and after taking into account the Executive's post-termination responsibilities and obligations. The Company agrees to reimburse the Executive, on an after-tax basis, for all reasonable expenses, including legal fees, actually incurred in connection with the Executive's provision of testimony or assistance; provided that, Executive shall be permitted to redact invoices for legal services incurred to preserve attorney-client privilege.

15. Section 280G of the Code.

(a) If there is a change of ownership or effective control or change in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G of the Code) (a "**Change in Control**") and any payment or benefit (including payments and benefits pursuant to this Agreement) that the Executive would receive from the Company or otherwise ("**Transaction Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to the Executive, which of the following two alternative forms of payment would result in the Executive's receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (A) payment in full of the entire amount of the Transaction Payment (a "Full Payment"), or (B) payment of only a part of the Transaction Payment so that the Executive receives the largest payment possible without the imposition of the Excise Tax (a "**Reduced Payment**"), and the Executive shall be entitled to payment of whichever amount shall result in a greater after-tax amount for the Executive. For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, the reduction in payments and/or benefits shall occur in the following order: (1) first, reduction of cash payments, in reverse order of scheduled payment date (or if necessary, to zero), (2) then, reduction of non-cash and non-equity benefits provided to the Executive, on a pro rata basis (or if necessary, to zero) and (3) then, cancellation of the acceleration of vesting of equity award compensation in the reverse order of the date of grant of the Executive's equity awards.

(b) Unless the Executive and the Company otherwise agree in writing, any determination required under this section shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Accountants shall provide detailed supporting calculations to the Company and the Executive as requested by the Company or the Executive. The Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section as well as any costs incurred by the Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

(c) Notwithstanding the foregoing, in the event that no stock of the Company or its Affiliates is readily tradable on an established securities market or otherwise (within the meaning of Section 280G of the Code) at the time of the Change in Control, the Company shall submit to a vote of shareholders for approval the portion of the Transaction Payments that equals or exceeds three times Executive's "base amount" (within the meaning of Section 280G of the Code) (the "**Excess Parachute Payments**") in accordance with Treas. Reg. §1.280G-1, and Executive shall cooperate with such vote of shareholders, provided that the Executive may execute, but shall not be required to execute, any documentation subjecting Executive's entitlement to all Excess Parachute Payments to such shareholder vote.

16. Section 409A Savings Provisions.

(a) Section 409A Exemption. It is intended that the payments and benefits provided under this Agreement shall be exempt from the application of the requirements of Section 409A of the Code and the regulations and other guidance issued thereunder (collectively, "**Section 409A**"). Specifically, any taxable benefits or payments provided under this Agreement are intended to be separate payments that qualify for the "short term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the separation pay exceptions to Section 409A and to be paid in accordance with Section 409A (if applicable), to the maximum extent possible.

(b) Separation from Service. The Executive shall be deemed to have a termination of employment for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.

(c) Specified Employee Provisions. Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (i) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A), the payment of which is required to be delayed pursuant to the six (6)-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "**Delay Period**"), then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it in a lump sum on the first business day after such Delay Period (or upon the Executive's death, if earlier), together with interest for the Delay Period, compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided. To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a separation from service, and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

(d) Expense Reimbursements. (i) Any amount that the Executive is entitled to be reimbursed under this Agreement shall be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred; (ii) any right to reimbursement or in kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) the amount of the expenses eligible for reimbursement during any taxable year shall not affect the amount of expenses eligible for reimbursement in any other taxable year.

17. Miscellaneous Provisions.

(a) Delivery of Notice. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by certified mail, return receipt requested and postage prepaid. In the case of the Executive, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary. For all purposes under this Agreement, the employment relationship shall terminate on the date properly specified in the notice of termination, and any waiver of such notice shall be valid only if it is made in writing and expressly refers to the applicable notice requirement described in Section 6 or 7, as applicable.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by the Company with the approval of the Board. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Assignment and Successors. The Executive shall not assign any right or delegate any obligation hereunder without the Company's written consent, and any purported assignment or delegation by the Executive without the Company's written consent shall be void. This Agreement may be assigned by the Company to a solvent Person which is an affiliate having (or a successor in interest to) substantially all of the business operations and assets of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor Person. "**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(d) Whole Agreement. Effective as of the Signing Date, this Agreement supersedes any prior agreement between the Executive and the Company (including any verbal agreements and the previously negotiated term sheet relating to the terms of this Agreement).

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, other than any conflicts or choice of law rules or principles thereof.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(g) Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration conducted in the city in which the Primary Work Location is located, by three (3) arbitrators. The Executive and the Company shall each select one (1) arbitrator and those two (2) designated arbitrators shall select a third (3^{rd}) arbitrator. The arbitration shall not be administered by the American Arbitration Association; however, the arbitration shall be conducted by the three (3) selected arbitrators using the procedural rules of the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of submission to arbitration. Judgment may be entered on the arbitrators' award in any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrators, the Company and the Executive hereby consent to the jurisdiction of any or all of the following courts: (i) the United States District Court in or nearest to the city in which either the Primary Work Location is situated or the Company's headquarters are located, or (ii) any other court having jurisdiction. The Company and the Executive further agree that any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. The Company and the Executive hereby waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to such jurisdiction and any defense of inconvenient forum. The Company and the Executive hereby agree that a judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party shall bear its or the Executive's costs and expenses arising in connection with any arbitration proceeding pursuant to this Section 17(g). Notwithstanding any provision in this Section 17(g), the Executive shall be paid compensation due and owing under this Agreement during the pendency of any dispute or controversy arising under or in connection with this Agreement. Any dispute or claim in law or equity, whether based on contract or tort or otherwise, relating to or arising out of the employment of the Executive by the Company, other than a claim based on a statute providing an exclusive means of enforcement, shall be settled exclusively by final arbitration in accordance with the labor arbitration rules of the American Arbitration Association in effect at the time the arbitration is initiated. Any claim or dispute subject to arbitration shall be deemed waived, and forever barred, if not presented for arbitration within six (6) months of the date when the claim or dispute arose.

(h) WAIVER OF JURY TRIAL. TO THE EXTENT APPLICABLE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

(i) No Conflicts. The Executive represents, warrants and covenants that (a) the Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on his own judgment, (b) the Executive has the full right, authority and capacity to enter into this Agreement and to perform the Executive's obligations hereunder, (c) the Executive is not bound by any agreement that conflicts with or prevents or restricts the full performance of the Executive's duties and obligations to the Company hereunder during or after the Employment Term and (d) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which the Executive is subject.

(j) Attorney's and Advisory Fees. The Company shall reimburse Executive (or pay directly) for attorney's fees and advisory fees incurred by the Executive in connection with the negotiation and execution of this Agreement and related term sheet that was negotiated prior to entry into this Agreement; provided that, the aggregate reimbursement in respect of the foregoing shall not exceed $25,000. The same reimbursement terms shall apply to any future renewals, extensions, or modifications to this Agreement that are initiated by the Company.

(k) Indemnification. The Company hereby agrees to indemnify the Executive and hold the Executive harmless to the maximum extent provided or allowable under the Company's organizational documents against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the Executive's good faith performance (i) of the Executive's duties and obligations with the Company during the Employment Term, and (ii) of the Executive's services before the Employment Term relating to the Merger Agreement or the Closing.

(l) Trust Account Waiver. Notwithstanding anything to the contrary set forth herein, Executive acknowledges that the Company has established a trust account containing the proceeds from certain private placements (collectively, with interest accrued from time to time thereon, the "Trust Account"). Executive agrees that (i) he has no right, title, interest or claim of any kind in or to any monies held in the Trust Account, and (ii) he 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 Agreement, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that he may have in connection with this Agreement; provided, however, that nothing in this Section 17(l) shall be deemed to limit Executive's right, title, interest or claim to the Trust Account by virtue of Executive's record or beneficial ownership of securities of the Company acquired by any means other than pursuant to this Agreement, including, but not limited to, any redemption right with respect to any such securities of the Company. In the event Executive has any Claim against the Company under this Agreement, Executive shall pursue such Claim solely against the Company and its assets outside the Trust Account and not against the property or any monies in the Trust Account. Executive agrees and acknowledges that such waiver is material to this Agreement and has been specifically relied upon by the Company to induce the Company to enter into this Agreement and Executive further intends and understands such waiver to be valid, binding and enforceable under applicable law. In the event Executive, in connection with this 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 Company's stockholders, whether in the form of monetary damages or injunctive relief, Executive shall be obligated to pay to the Company all of its legal fees and costs in connection with any such action in the event that the Executive prevails in such action or proceeding.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

EXECUTIVE:

/s/ Jeffrey R. Tarr
Jeffrey R. Tarr

CHURCHILL CAPITAL CORP II

By: /s/ Michael Klein
Name: Michael Klein
Title: Authorized Signatory

EXHIBIT A
WAIVER AND RELEASE AGREEMENT

This Waiver and General Release Agreement (the "Agreement") is being entered into between Jeffrey R. Tarr ("Executive") and Churchill Capital Corp II, a Delaware corporation (the "Company"), in connection with the termination of Executive's employment with the Company as of [Month, Day], [Year] (the "Termination Date"), in consideration of the severance (the "Severance") provided to Executive pursuant to and in accordance with the Executive Employment Agreement, dated October 13, 2020, by and between Executive and the Company (the "Employment Agreement"). Executive and the Company are referred to collectively as the "Parties."

1. **General Release**. Except for any rights granted under this Agreement, Executive, for himself, and for his heirs, assigns, executors and administrators, hereby releases, remises and forever discharges the Company, its parents, subsidiaries, joint ventures, affiliates, divisions, predecessors, successors, assigns, and each of their respective directors, officers, partners, attorneys, shareholders, administrators, employees, agents, representatives, employment benefit plans, plan administrators, fiduciaries, trustees, insurers and re-insurers, and all of their predecessors, successors and assigns (collectively, the "Releasees") of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, demands, and all other manner of actions whatsoever, in law or in equity, that Executive ever had, may have had, now has, or that Executive's heirs, assigns, executors or administrators hereinafter can, shall or may have, whether known or unknown, asserted or unasserted, suspected or unsuspected, as a result of or related to Executive's employment with the Company, the termination of that employment, or any act or omission which has occurred at any time up to and including the date of the execution of this Release (the "Released Claims").

(a) **Released Claims**. The Released Claims released include, but are not limited to, any claims for monetary damages; any claims related to Executive's employment with the Company or the termination thereof; any claims to severance or similar benefits (except as provided below in Section 1.c.); any claims to expenses, attorneys' fees or other indemnities; any claims to options or other interests in or securities of the Company; any claims based on any actions or failures to act that occurred on or before the date of this Agreement; and any claims for other personal remedies or damages sought in any legal proceeding or charge filed with any court or federal, state or local agency either by Executive or by any person claiming to act on Executive's behalf or in Executive's interest. Executive understands that the Released Claims may have arisen under different local, state and federal statutes, regulations, or common law doctrines. Executive hereby specifically, but without limitation, agrees to release all Releasees from any and all claims under each of the following laws:

(i) **Antidiscrimination laws**, such as Title VII of the Civil Rights Act of 1964, as amended, and Executive Order 11246 (which prohibit discrimination based on race, color, national origin, religion, or sex); Section 1981 of the Civil Rights Act of 1866 (which prohibits discrimination based on race or color); the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973 (which prohibit discrimination based upon disability); the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 *et seq*. (which prohibits discrimination on the basis of age); the Equal Pay Act (which prohibits paying men and women unequal pay for equal work); or any other local, state or federal statute, regulation, common law or decision concerning discrimination, harassment, or retaliation on these or any other grounds or otherwise governing the employment relationship.

(ii) **Other employment laws**, such as the federal Worker Adjustment and Retraining Notification Act of 1988 (known as WARN, which requires advance notice of certain workforce reductions); the Employee Retirement Income Security Act of 1974 (which, among other things, protects employee benefits); the Fair Labor Standards Act of 1938 (which regulates wage and hour matters); the Family and Medical Leave Act of 1993 (which requires employers to provide leaves of absence under certain circumstances); and any other federal, state, or local statute, regulation, common law or decision relating to employment, reemployment rights, leaves of absence or any other aspect of employment.

(iii) **Other laws of general application**, such as federal, state, or local laws enforcing express or implied employment agreements or other contracts or covenants, or addressing breaches of such agreements, contracts or covenants; federal, state or local laws providing relief for alleged wrongful discharge or termination, physical or personal injury, emotional distress, fraud, intentional or negligent misrepresentation, defamation, invasion of privacy, violation of public policy or similar claims; common law claims under any tort, contract or other theory now or hereafter recognized, and any other federal, state, or local statute, regulation, common law doctrine, or decision regulating or regarding employment.

(b) **Participation in Agency Proceedings**. Nothing in this Agreement shall prevent Executive from filing a charge (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission (the "EEOC"), the National Labor Relations Board (the "NLRB"), or other similar federal, state or local agency, or from participating in any investigation or proceeding conducted by the EEOC, the NLRB or similar federal, state or local agencies. However, by entering into this Agreement, Executive understands and agrees that Executive is waiving any and all rights to recover any monetary relief or other personal relief as a result of any such EEOC, NLRB or similar federal, state or local agency proceeding, including any subsequent legal action. Notwithstanding the foregoing, nothing in this Agreement prohibits or restricts Executive (or Executive's attorney) from filing a charge or complaint with the Securities and Exchange Commission (the "SEC"), the Financial Industry Regulatory Authority ("FINRA"), or any other securities regulatory agency or authority. Executive further understands that this Agreement does not limit Executive's ability to communicate with any securities regulatory agency or authority or otherwise participate in any investigation or proceeding that may be conducted by any securities regulatory agency or authority without notice to the Company. This Agreement does not limit Executive's right to receive an award for information provided to the SEC staff or any other securities regulatory agency or authority.

(c) **Claims Not Released**. The Released Claims do not include claims by Executive for: (1) payment of the Severance or reimbursements due under the Employment Agreement; (2) previously vested benefits under any the Company-sponsored benefits plan, including without limitation the equity awards granted pursuant to Section 4 of the Employment Agreement; (3) indemnification and advancement of expenses under the Company's certificate of incorporation or bylaws, and (4) any rights that cannot by law be released by private agreement.

(d) **No Existing Claims or Assignment of Claims**. Executive represents and warrants that he has not previously filed or joined in any claims that are released in this Agreement and that he has not given or sold any portion of any claims released herein to anyone else, and that he will indemnify and hold harmless the Company and the Releasees from all liabilities, claims, demands, costs, expenses and/or attorneys' fees incurred as a result of any such prior assignment or transfer.

(e) **Defend Trade Secrets Act**. The Company acknowledges and agrees that pursuant to 18 USC § 1833(b), the Executive may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company additionally acknowledges and agrees that if Executive is suing an employer for retaliation based on the reporting of a suspected violation of law, then he may disclose a trade secret to his attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

(f) **Acknowledgement of Legal Effect of Release**. BY SIGNING THIS AGREEMENT, EXECUTIVE UNDERSTANDS THAT HE IS WAIVING ALL RIGHTS HE MAY HAVE HAD TO PURSUE OR BRING A LAWSUIT OR MAKE ANY LEGAL CLAIM AGAINST THE COMPANY OR THE RELEASEES, INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT IN ANY WAY ARISE FROM OR RELATE TO EXECUTIVE'S EMPLOYMENT OR THE TERMINATION OF THAT EMPLOYMENT, FOR ALL OF TIME UP TO AND INCLUDING THE DATE OF THE EXECUTION OF THIS AGREEMENT. EXECUTIVE FURTHER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EXECUTIVE IS PROMISING NOT TO PURSUE OR BRING ANY SUCH LAWSUIT OR LEGAL CLAIM SEEKING MONETARY OR OTHER RELIEF.

2. **General Provisions**. This Agreement contains the entire understanding and agreement between the Parties relating to the subject matter of this Agreement, and supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by both Parties. Executive has not relied upon any representation or statement outside this Agreement with regard to the subject matter, basis or effect of this Agreement. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, excluding the choice of law rules thereof, and shall be subject to the arbitration provisions under the Employment Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and permitted assigns. If any one or more of the provisions of this Agreement, or any part thereof, will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not in any way be affected or impaired thereby.

3. **No Admission; Attorneys Fees**. Executive agrees that nothing contained in this Agreement will constitute or be treated as an admission of liability or wrongdoing by either Executive or the Company. In any action to enforce the terms of this Agreement, the prevailing Party will be entitled to recover its costs and expenses, including reasonable attorneys' fees.

4. **ADEA Acknowledgement/Time Periods**. With respect to the General Release in Section 1 of this Agreement, Executive agrees and understands that by signing this Agreement, Executive is specifically releasing all claims under the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 *et seq.* Executive acknowledges that he has carefully read and understands this Agreement in its entirety and executes it voluntarily and without coercion.

(a) **Consideration Period**. Executive is hereby advised to consult with a competent, independent attorney of Executive's choice, at Executive's expense, regarding the legal effect of this Agreement before signing it. Executive shall have [twenty-one (21)] / [forty-five (45)] days from receipt of this Agreement to consider whether to execute it, but Executive may voluntarily choose to execute this Agreement before the end of the [twenty-one (21)] / [forty-five (45)] day period.

(b) **Revocation Period**. Executive understands that Executive has seven (7) days following his execution of this Agreement to revoke it in writing, and that this Agreement is not effective or enforceable until after this seven (7) day period has expired without revocation. If Executive wishes to revoke this Agreement after signing it, Executive must provide written notice of Executive's decision to revoke the Agreement to the Company, Attention: _____, _____ by no later than 12:01 a.m. on the eighth (8^{th}) calendar day after the date by which Executive has signed this Agreement (the "Revocation Deadline").

5 . **Execution**. Executive understands and agrees that this Agreement shall be null and void and have no legal or binding effect whatsoever if: (1) Executive signs but then timely revokes the Agreement before the Revocation Deadline or (2) the Agreement is not signed by Executive on or before the [twenty-first (21^{st})] / [forty-fifth (45^{th})] day after Executive receives it.

[SIGNATURE PAGE FOLLOW]

BY SIGNING BELOW, EXECUTIVE REPRESENTS AND WARRANTS THAT EXECUTIVE HAS FULL LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, EXECUTIVE HAS CAREFULLY READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, HAS HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EXECUTIVE'S CHOOSING, AND HAS EXECUTED THIS AGREEMENT VOLUNTARILY, WITHOUT DURESS, COERCION OR UNDUE INFLUENCE.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has agreed to the terms and conditions of this Agreement as of the date set forth below.

EXECUTIVE:

_____

Jeffrey R. Tarr

Date: _____, 2020___

ELECTION TO EXECUTE PRIOR TO EXPIRATION
OF THE [TWENTY-ONE (21)] / [FORTY-FIVE (45)]-DAY CONSIDERATION PERIOD

I, Jeffrey R. Tarr, understand that I have [twenty-one (21)] / [forty-five (45)] days within which to consider and execute the attached Waiver and General Release Agreement. However, after having an opportunity to consult counsel, I have freely and voluntarily elected to execute the Waiver and General Release Agreement before such [twenty-one (21)] / [forty-five (45)]-day period has expired.

_____ _____

Date Signature

Exhibit 99.1

Churchill Capital Corp II Announces Agreement to Acquire Skillsoft and Global Knowledge to Create the Leading Corporate Digital Learning Company

- Churchill II to Merge with Skillsoft, the Pioneer of Digital Learning, in a $1.3 Billion Transaction and Will Also Acquire Global Knowledge, the Global Leader in IT and Business Skills Training, for $233 Million
- Total Combined Transaction Valuation of $1.5 Billion
- Valuation at 2x Revenues and 8x Adjusted EBITDA Represents a Significant Discount to Markets
- Significant Cash Infusion From Churchill to Transform Skillsoft and Support the Combined Company's Growth and Consolidation Strategy
- Initial $100 Million Equity Investment From Prosus, One of the Leading Technology Investors in the World, to Fuel Future Growth
- Jeffrey Tarr, Former CEO of DigitalGlobe and President & COO of IHS, to Serve as Company's Chief Executive Officer
- Investor Call on Tuesday, Oct. 13, 2020 at 4:30 PM EST

NEW YORK, BOSTON, and CARY, NC – October 13, 2020 – Churchill Capital Corp II ("Churchill II") (NYSE: CCX.U), a special purpose acquisition company, and Software Luxembourg Holding S.A. ("Skillsoft"), a global leader in digital learning and talent management solutions, announced today that they have entered into a definitive agreement to merge, and Churchill II also announced today that it has entered into a definitive agreement to acquire Global Knowledge Training LLC ("Global Knowledge"), a worldwide leader in IT and professional skills development, from investment funds affiliated with Rhône Capital, a global private equity firm. Churchill II will merge with Skillsoft in a transaction valued at approximately $1.3 billion and, following the closing of the merger, the combined company will acquire Global Knowledge for approximately $233 million, putting the total cost of the transactions at $1.5 billion.

The combined company will operate as Skillsoft and will be listed on the New York Stock Exchange (the "NYSE"). The combination of Skillsoft and Global Knowledge will create the world's leading digital learning company with a comprehensive suite of content; customized learning journeys; accessible modalities, and an expanded course portfolio of next-generation, on-demand and virtual content for enterprise learning.

At a time when digital learning has never been more relevant in driving the success of organizations, Global Knowledge adds scale to Skillsoft's immersive and engaging, learner-centric platform with its extensive IT course portfolio and global consumer reach. Together with Global Knowledge, Skillsoft will be even better positioned to support its customers around the world as they adapt at an unprecedented pace in response to the global pandemic, growing skills gap and evolving workplace needs. The combined company intends to significantly increase its scale through organic growth and acquisitions and extend its leadership position as the industry's largest and most profitable digital learning company.

The combined company's client base will include more than 70% of Fortune 1000 companies and more than 45 million users across content platforms. As a trusted partner in the corporate learning ecosystem, Skillsoft will leverage its award-winning Skillsoft Percipio cloud-based platform to deliver personalized, high-quality learning experiences that enable enterprises to build a future-fit, resilient workforce and to educate, upskill and retain their employees in a rapidly changing economy.

With a seasoned leadership team supported by a harmonized sales and marketing effort, the merger will deliver significant improvements in efficiency and productivity. As the largest digital learning company for enterprises, Skillsoft will be uniquely positioned to capture an underserved and fragmented market through a revitalized go-to-market strategy, new product offerings, and accretive M&A. Following closing of the transactions, management will seek to integrate Skillsoft and Global Knowledge and drive significant expected synergies.

Churchill II intends to work with the Company to offer critical training resources to the more than 30 million people unemployed due to the COVID-19 pandemic on a free or administrative cost basis.

“This transaction is an excellent fit with Churchill II’s mission and focus, as both Skillsoft and Global Knowledge are dedicated to training and reskilling workers for jobs of the future while providing exceptional shareholder returns in a high-growth market with favorable demographic trends,” said Michael S. Klein, Chairman and CEO of Churchill II. “The combination will create the leading digital learning platform in the industry, and the new Skillsoft will be on track to become one of the fastest growing companies in the digital learning space.”

Jeffrey Tarr has agreed to be the Chief Executive Officer of the combined company, with a mission to drive top-line growth, achieve operational excellence and lead consolidation in the digital learning sector. Mr. Tarr has a successful track record of building tech-enabled services companies into trusted industry leaders. He previously served as CEO of DigitalGlobe and President & Chief Operating Officer of IHS. At both companies he drove strong double-digit revenue and EBITDA growth by inspiring team members to better serve customers, improve operating performance, capitalize on new technologies and unlock new markets.

“By bringing together Skillsoft and Global Knowledge, we are creating a new leader in the vast and rapidly growing global digital learning market,” said Mr. Tarr. “With an unrivaled library of content, best-in-class platform, multi-modal capabilities, global footprint, world-class customer base and strong balance sheet, we are well-positioned to drive growth, profitability and shareholder value.”

Ron Hovsepian, Executive Chairman of Skillsoft, said, “We look forward to joining forces with Churchill II and Global Knowledge at a time when companies around the world are accelerating their digital transformations and the digital learning industry is experiencing tremendous growth. As we continue helping our customers build a future-fit, resilient workforce, Global Knowledge will extend our leadership in the growing IT training market.”

Todd Johnstone, CEO of Global Knowledge, said, “We are excited about the increased opportunities that will now open up for us to innovate further in a growing global market and to work with our customers and partners to close critical skills gaps. The combination of Global Knowledge and Skillsoft gives customers the reassurance that they will consistently receive the best possible learning experience and the most relevant content available anytime, anyplace, and anyhow they require.”

Churchill Capital Corp II is a NYSE-listed special purpose acquisition company and is one of the public company vehicles in the Churchill Capital group of companies ("Churchill"). Churchill's strategy is to identify and complete initial business combinations with unique, leading companies in growing industries that complement the experience and expertise of Churchill's management team, Board of Directors and Operating Partners. Churchill's team draws from leaders of Fortune 500 Companies who invest directly in Churchill, execute value enhancement strategies and operate Churchill's businesses in the public market.

Prosus N.V. ("Prosus") (AEX and JSE: PRX), a global consumer internet group and one of the largest technology investors in the world, is contributing equity capital to Churchill to further Skillsoft's organic and strategic initiatives.

Summary of Transaction

Churchill II will contribute up to $697 million of cash raised during its initial public offering in June 2019. In addition, Churchill II expects more than $170 million in common equity through private investment in public equity ("PIPE") commitments, including from Prosus, which has committed to invest $100 million into Churchill II in connection with the transactions, with the option to expand further.

Churchill II has agreed to acquire Global Knowledge from investment funds affiliated with Rhône Capital for consideration of up to 6 million warrants at an exercise price of $11.50 per share in the combined company, subject to terms of the agreement. These investment funds have also agreed to invest $50 million in additional Class A common stock at $10.00 per share, subject to certain conditions and the terms of the related subscription agreement. Additionally, Lodbrok Capital LLP has committed $20 million in connection with the Global Knowledge transaction.

Upon the close of the transaction, Churchill II's shareholders are expected to own approximately 65% of the combined company. Skillsoft shareholders and PIPE investors will own approximately 22% and 13%, respectively.

The combined company's capital structure will consist of approximately $463 million of net debt, or 2.3x adjusted EBITDA.

The Boards of Directors of Churchill II, Skillsoft and Global Knowledge have unanimously approved the respective proposed transactions.

The transactions are each expected to close in January 2021, subject to approval by Churchill II and Skillsoft shareholders and receipt of regulatory approvals and customary closing conditions.

Conference Call Information

Churchill II will host an investor call and presentation to discuss the transaction at 4:30 PM EST on Tuesday, Oct. 13, 2020. Please click the link below to join the webinar: https://citi.zoom.us/j/97307857003?pwd=SGFwOG1ud2RHMjArSFE1SVppRHpmUT09. Investors interested in accessing the conference call can dial +1 312 626 6799 (United States Toll Free) or +1 346 248 7799. Webinar ID: 973 0785 7003. Once time passcode: 371721. A transcript of the call will also be filed by Churchill II with the SEC.

Investor Presentation

A link to the company's investor presentation can be found at https://churchillcapitalcorp.com/2020/10/12/churchill-2-investor-presentation/.

Advisors

Citigroup and Tyton Partners served as financial advisors and Paul, Weiss, Rifkind, Wharton & Garrison LLP served as legal counsel to Churchill. Citigroup acted as Sole Bookrunner for Churchill Capital II's initial public offering.

Weil, Gotshal & Manges LLP served as legal counsel to Skillsoft and Houlihan Lokey Capital, Inc. served as financial advisor.

Lazard and Three Keys served as financial advisors, and Sullivan & Cromwell LLP served as legal counsel to Global Knowledge.

About Churchill Capital Corp II

Churchill Capital Corp II is a special purpose acquisition company formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Churchill II was founded by Michael Klein, who is also the founder and managing partner of M. Klein and Company. The Company raised $690 million in its IPO in June 2019 and is listed on the New York Stock Exchange (NYSE:CCX.U). For more information, visit https://churchillcapitalcorp.com/

About Skillsoft

Skillsoft delivers online learning, training, and talent solutions to help organizations unleash their edge. Leveraging immersive, engaging content, Skillsoft enables organizations to unlock the potential in their best assets – their people – and build teams with the skills they need for success. Empowering 36 million learners and counting, Skillsoft democratizes learning through an intelligent learning experience and a customized, learner-centric approach to skills development with resources for Leadership Development, Business Skills, Technology & Development, Digital Transformation, and Compliance.

Skillsoft and SumTotal are partners to thousands of leading global organizations, including most Fortune 500 companies. The company features three award-winning systems that support learning, performance and success: Skillsoft learning content, the Percipio intelligent learning experience platform, and the SumTotal suite for Talent Development, which offers measurable impact across the entire employee lifecycle.

About Global Knowledge

Global Knowledge is the world's leading technology skills training provider, supporting major enterprises and tech professionals with innovative and flexible learning solutions, Anytime, Anyplace, and Anyhow. Global Knowledge equips individuals and organizations for success with the broadest and deepest portfolio of IT training solutions available and consistently providing the most relevant content and best customer experience possible. Established in 1995, Global Knowledge delivers over one million separate courses every year, to over 200,000 technology professionals.

Students build the skills they need from foundational level, through internationally recognized certifications to deep specialist expertise with the support of an industry leading team of instructors, and an extensive tech skills digital library. Building on a strong foundation of the world's best classroom based IT instruction, Global Knowledge has also become a leading digital provider delivering digital on-demand content and live instructor led training through virtual classrooms.

Global Knowledge has the unique flexibility to deliver training in all formats, including digital, virtual and physical classrooms, blended formats and customized on-site training. Both directly and through a worldwide partner network.

About Prosus

Prosus is a global consumer internet group and one of the largest technology investors in the world. Operating and investing globally in markets with long-term growth potential, Prosus builds leading consumer internet companies that empower people and enrich communities.

The group is focused on building meaningful businesses in the online classifieds, payments and fintech, and food delivery sectors in markets including India, Russia and Brazil. Through its ventures team investments, in areas including edtech and health, Prosus actively seeks new opportunities to partner with exceptional entrepreneurs who are using technology to address big societal needs.

Every day, millions of people use the products and services of companies that Prosus has invested in, acquired or built, including Avito, Brainly, BYJU'S, Bykea, Codecademy, ElasticRun, eMAG, Eruditus, Honor, iFood, LazyPay, letgo, Meesho, Movile, OLX, PayU, Red Dot Payments, Remitly, SimilarWeb, Shipper, SoloLearn, Swiggy, and Udemy.

Similarly, hundreds of millions of people have made the platforms of its associates a part of their daily lives: Tencent (www.tencent.com; SEHK 00700), Mail.ru (www.corp.mail.ru; LSE: MAIL), Ctrip.com International Limited ("Ctrip") (NASDAQ: CTRP), and DeliveryHero (www.deliveryhero.com; Xetra: DHER).

Today, Prosus companies and associates help improve the lives of around a fifth of the world's population.

Prosus has a primary listing on Euronext Amsterdam (AEX:PRX) and a secondary listing on the Johannesburg Stock Exchange (XJSE:PRX), and is majority owned by Naspers.

IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

This communication is being made in respect of the proposed merger transaction involving Churchill II and Skillsoft. Churchill II intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement of Churchill II and a prospectus of Churchill II, and Churchill II will file other documents regarding the proposed transaction with the SEC. A definitive proxy statement/prospectus will also be sent to the stockholders of Churchill II and Skillsoft, seeking any required stockholder approval. Before making any voting or investment decision, investors and security holders of Churchill II and Skillsoft are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about the proposed transaction. The documents filed by Churchill II with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by Churchill II may be obtained free of charge from Churchill II at www.churchillcapitalcorp.com. Alternatively, these documents, when available, can be obtained free of charge from Churchill II upon written request to Churchill Capital Corp II, 640 Fifth Avenue, 12th Floor, New York, New York 10019, Attn: Secretary, or by calling (212) 380-7500.

Churchill II, Skillsoft and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Churchill II, in favor of the approval of the merger. Information regarding Churchill II's directors and executive officers is contained in Churchill II's Annual Report on Form 10-K for the year ended December 31, 2019 and its Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2020, and June 30, 2020, which are filed with the SEC. Additional information regarding the interests of those participants, the directors and executive officers of Skillsoft and other persons who may be deemed participants in the transaction may be obtained by reading the registration statement and the proxy statement/prospectus and other relevant documents filed with the SEC when they become available. Free copies of these documents may be obtained as described in the preceding paragraph.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction.

FORWARD-LOOKING STATEMENTS

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 including, but not limited to, Churchill's, Skillsoft's and Global Knowledge's expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates" or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in Churchill's Form 10-K for the year ended December 31, 2019 under Risk Factors in Part I, Item 1A. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Churchill, Skillsoft and Global Knowledge believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and none of Churchill, Skillsoft or Global Knowledge is under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Churchill has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Churchill's reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to meet the closing conditions to the Skillsoft merger, including approval by stockholders of Churchill and Skillsoft, and the Global Knowledge merger on the expected terms and schedule and the risk that regulatory approvals required for the Skillsoft merger and the Global Knowledge merger are not obtained or are obtained subject to conditions that are not anticipated; delay in closing the Skillsoft merger and the Global Knowledge merger; failure to realize the benefits expected from the proposed transactions; the effects of pending and future legislation; risks related to disruption of management time from ongoing business operations due to the proposed transactions; business disruption following the transactions; risks related to the impact of the COVID-19 pandemic on the financial condition and results of operations of Churchill, Skillsoft and Global Knowledge; risks related to Churchill's, Skillsoft's or Global Knowledge's indebtedness; other consequences associated with mergers, acquisitions and divestitures and legislative and regulatory actions and reforms; and risks of demand for, and acceptance of, our products and for cloud-based technology learning solutions in general; our ability to compete successfully in competitive markets and changes in the competitive environment in our industry and the markets in which we operate; our ability to develop new products; failure of our information technology infrastructure or any significant breach of security; future regulatory, judicial and legislative changes in our industry; the impact of natural disasters, public health crises, political crises, or other catastrophic events; our ability to attract and retain key employees and qualified technical and sales personnel; fluctuations in foreign currency exchange rates; our ability to protect or obtain intellectual property rights; our ability to raise additional capital; the impact of our indebtedness on our financial position and operating flexibility; and our ability to successfully defend ourselves in legal proceedings.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Churchill's, Skillsoft's and Global Knowledge's control. While all projections are necessarily speculative, Churchill, Skillsoft and Global Knowledge believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Churchill, Skillsoft and Global Knowledge, or their representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Churchill and is not intended to form the basis of an investment decision in Churchill. All subsequent written and oral forward-looking statements concerning Churchill, Skillsoft and Global Knowledge, the proposed transactions or other matters and attributable to Churchill, Skillsoft and Global Knowledge or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

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