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In the case of a termination of the NEO's employment by the Company for Cause or in the case of a an impermissible transfer, all outstanding options whether vested or unvested automatically terminate and call rights may be exercised on shares, including those issued upon exercise of an option, at the lesser of the fair market value per share price or the original purchase price.

Under Mr. Bisignano's employment agreement, if a Change in Control occurs within 180 days after the date for determining the price for the exercise of Holdings' call right upon a termination due to death or Disability, by Mr. Bisignano for Good Reason or by the Company without Cause, the call price will be adjusted so that Holdings will pay Mr. Bisignano a per share price equal to the per share price paid in such Change in Control.

An initial public offering or sale of the Company (other than a Change in Control) has no impact on options or restricted stock vesting unless KKR sells or otherwise disposes of at least 90% of the maximum number of shares of common stock in the Company, beneficially owned, directly or indirectly, by KKR from time to time. If such transaction occurs, then all options granted in 2011 and later and all shares of restricted stock become 100% vested. If the sale of the Company results in a Change in Control all call rights are eliminated, options granted in 2011 and forward become 100% vested and all shares of restricted stock become 100% vested.

Holdings has a right of first refusal if an NEO proposes to sell his or her purchased stock prior to a Change in Control or a Qualified Public Offering.

Pursuant to the terms of the Management Stockholder Agreement, the NEOs are subject to covenants not to (1) disclose confidential information, (2) solicit customers and certain employees of the Company, and (3) compete with the Company. In the event of a breach of any of such covenants, the NEO is required to pay to the Company any amounts actually paid to him or her by the Company in respect of any repurchase by the Company of any stock options held by such NEO and, with respect to any stock, the NEO is required to pay to the Company such amounts, if any, that the NEO received in excess of the price paid by the NEO in acquiring such stock, on a net after-tax basis.