AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

LEAD EDGE PARTNERS OPPORTUNITY XXII, LP

(A Delaware Limited Partnership)

Dated as of _________

Proprietary and Confidential

THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXCEPT AS OTHERWISE PROVIDED IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, A LIMITED PARTNER MAY NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ALL OR ANY PART OF ITS INTEREST IN THE PARTNERSHIP UNLESS THE GENERAL PARTNER (AS DEFINED HEREIN) HAS CONSENTED THERETO.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NON-U.S. RESIDENTS ONLY: NO ACTION HAS BEEN OR WILL BE TAKEN TO COMPLY WITH THE SECURITIES LAWS IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT TO SATISFY ITSELF TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

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LEAD EDGE PARTNERS OPPORTUNITY XXII, LP
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of Lead Edge Partners Opportunity XXII, LP (the "**Partnership**"), dated as of this [__]day of [___], 2018, by and among LEPO XXII Advisors, LLC, a limited liability company organized under the laws of the State of Delaware, as the General Partner; Mitchell H. Green , as the withdrawing limited partner (the "**Withdrawing Initial Partner**"); and those firms, corporations and other Persons listed in the List of Partners as limited partners who execute a counterpart of this Agreement (directly or by power of attorney) as limited partners as of the date hereof (the "**Limited Partners**"). The General Partner and the Limited Partners are sometimes referred to herein collectively as the "**Partners**."

The General Partner and the Withdrawing Initial Partner formed the Partnership as a Delaware limited partnership by executing the Limited Partnership Agreement of the Partnership, dated as of August 3, 2018 (the "**Original Partnership Agreement**"), and by filing with the Secretary of State of the State of Delaware a certificate of limited partnership on August 3, 2018 (as amended from time to time hereafter, the "**Certificate**").

The General Partner, the Withdrawing Initial Partner and the Limited Partners desire to amend and restate the Original Partnership Agreement (as so amended and restated hereby and as amended from time to time hereafter, this "**Agreement**") as hereinafter provided, and in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, agree as follows:

A. The Limited Partners are hereby admitted to the Partnership as limited partners of the Partnership and the General Partner hereby continues as the general partner of the Partnership;

B. The Withdrawing Initial Partner hereby withdraws from the Partnership as a limited partner effective immediately after the admission of the limited partners on the date hereof and the contributions (if any) of the Withdrawing Initial Partner to the Partnership's assets as a limited partner shall be returned and the Withdrawing Initial Partner shall have no further direct interest in, or obligation to, the Partnership as a limited partner; and

C. The Original Partnership Agreement is hereby amended and restated in its entirety to read as follows:

ARTICLE 1 — DEFINITIONS

1 DEFINITIONS.

Capitalized terms used herein and not otherwise defined have the meanings assigned to them in Appendix I hereto.

ARTICLE 2 — ORGANIZATION; PURPOSE AND POWERS

2.1 ORGANIZATION OF LIMITED PARTNERSHIP.

The Partners agree that the Partnership is being organized subject to the terms of this Agreement in accordance with the Delaware Revised Uniform Limited Partnership Act, as amended from time to time (the "**Delaware Act**").

2.2 NAME; OFFICES.

The name of the Partnership is "Lead Edge Partners Opportunity XXII, LP". The Partnership shall have the exclusive right to use this name as long as the Partnership continues. At the time of the Partnership's final liquidating distribution, the Partnership's name and any goodwill associated with it shall be assigned to the General Partner. The principal office of the Partnership shall be located at 405 Lexington Avenue, 32nd Floor, New York, NY 10174. The initial address of the Partnership's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, and its initial registered agent at such address for service of process is The Corporation Trust Company. The General Partner may change the locations of the principal office and registered office of the Partnership to such other locations, and may change the registered agent of the Partnership in Delaware to such other Person, as the General Partner may specify from time to time in a written notice to the other Partners, and the General Partner is authorized to amend the Certificate to effectuate the foregoing without the consent of any other Partner. The General Partner, in its discretion, may cause the Partnership to open additional offices.

2.3 PURPOSE AND POWERS.

The Partnership is organized for the sole object and purpose of (a) acquiring, holding for investment, distributing or otherwise disposing of interests in the Company, either directly or indirectly (including, without limitation, by acquiring, holding for investment (including making capital contributions with respect to), distributing or otherwise disposing of interests ("**Interests**"), which may include interests of one or more classes or series and whether newly issued or previously issued interests, in one or more investment vehicles managed by third parties that are not associated with the Partnership or the General Partner (each, a "**Fund**") that were formed primarily to, directly or indirectly (including, without limitation, through an investment vehicle managed by another third party), acquire, hold, distribute or otherwise dispose of interests in the Company or with respect to which the Partnership otherwise holds an interest the value of which is primarily attributable, directly or indirectly, to interests in the Company), (b) holding and distributing or disposing of cash, securities and other assets received directly or indirectly in connection with investments in a Fund (including Temporary Investments pending the distribution of capital or the investment of capital in a Fund or interests in the Company), and (c) engaging in such additional acts and activities and conducting such other business related or incidental to the foregoing purpose as the General Partner shall in good faith deem necessary or advisable. Without limitation on the foregoing, the General Partner is authorized to sell and dispose of Shares in any amount, in any order and to any purchaser that it determines is in the best interest of the Partnership, and to hold Shares through an intermediary holding vehicle in which other investors may also hold an interest (and through which they hold assets. The Partnership intends to acquire, directly or through an Intermediate Entity, Interests in a Fund (although there can be no assurance that it will do so) and may acquire, directly or through an Intermediate Entity, Interests in other Funds. The Partnership's investments in Interests or in interests in the Company may be held directly by the Partnership or through an intermediate entity owned and controlled by the Partnership (an "**Intermediate Entity**"). The Partnership shall not engage in any other business without the approval

of a majority-in-interest of the Limited Partners. Notwithstanding any other provision of this Agreement to the contrary, the Partnership may not borrow or otherwise leverage

the assets of the Partnership. Subject to the foregoing, the Partnership shall have all of the powers available to a limited partnership formed under the Delaware Act.

ARTICLE 3 — PARTNERS

3.1 NAMES, ADDRESSES AND SUBSCRIPTIONS.

The list including the name, address, facsimile number, e-mail address, and Subscription of each Partner (the "**List of Partners**") shall be maintained by the General Partner with the books and records of the Partnership. The General Partner shall cause the List of Partners to be revised, without the necessity of obtaining the consent of any other Partner, to reflect any changes in the names, addresses, facsimile numbers, e-mail addresses or Subscriptions of the Partners occurring pursuant to the terms of this Agreement.

3.2 STATUS OF LIMITED PARTNERS.

3.2.1 Limited Liability.

No Limited Partner, in its capacity as such, shall be liable for the debts and obligations of the Partnership; *provided, however,* that each Limited Partner shall be required to pay to the Partnership (a) any unpaid capital contributions that such Limited Partner has agreed to make to the Partnership pursuant to Article 6, to the extent provided in Section 17-502(a) and (b) of the Delaware Act; (b) the amount of any distribution that such Limited Partner is required to return to the Partnership pursuant to the Delaware Act; and (c) the unpaid balance of any other payments that such Limited Partner expressly is required to make to the Partnership pursuant to this Agreement and such Limited Partner's subscription agreement.

3.2.2 Effect of Death, Dissolution or Bankruptcy.

To the fullest extent permitted by law, upon the death, incompetence, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of such Limited Partner under this Agreement shall inure to the benefit of, and shall be binding upon, such Limited Partner's successor(s), estate or legal representative, and each such Person shall be treated as an assignee of such Limited Partner's interest for purposes of Article 11 until such time as such Person may be admitted as a Limited Partner pursuant to that Article.

3.2.3 No Control of Partnership.

Except as otherwise provided herein, no Limited Partner shall have the right or power to: (a) withdraw or reduce its contribution to the capital of the Partnership; (b) to the fullest extent permitted by law, cause the dissolution and winding up of the Partnership; or (c) demand or receive property in return for its capital contributions. No Limited Partner, in its capacity as such, shall take any part in the control of the affairs of the Partnership, undertake any transactions on behalf of the Partnership, or have any power to sign for or otherwise to bind the Partnership.

3.2.4 Anti-Money Laundering Provisions.

(a) Each Limited Partner hereby agrees to use its best efforts to ensure that:

(1) None of the monies that such Limited Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under United States or Cayman Islands law; and

(2) No contribution or payment by such Limited Partner to the Partnership, to the extent that such contribution or payment is within such Limited Partner's control, shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 or the Proceeds of Crime Law (2014 Revision), nor the Anti-Money Laundering Regulations (2018 Revision), Proceeds of Crime Law (2018 Revision), the Misuse of Drugs Law (2017 Revision) nor the Terrorism Law (2018 Revision) of the Cayman Islands, in each case, such statute as amended to date and any successor statute thereto and including all regulations promulgated thereunder (the "**Anti-Money Laundering Laws**").

(b) Each Limited Partner: (1) shall promptly notify the General Partner if, to the knowledge of such Limited Partner, such Limited Partner has made a contribution to the Partnership of money derived from, or related to, any activity that is deemed criminal under United States or Cayman Islands law or that could cause the Partnership or the General Partner to be in violation of the Anti-Money Laundering Laws; (2) shall provide the General Partner, promptly upon receipt of the General Partner's written request therefor, with any additional information regarding such Limited Partner or its beneficial owner(s) that the General Partner deems reasonably necessary or advisable in order to determine or ensure compliance with all applicable laws, regulations and administrative pronouncements concerning money laundering and other criminal activities; and (3) understands and agrees that if, at any time, such Limited Partner has made a contribution to the Partnership of money derived from, or related to, any activity that is deemed criminal under United States or Cayman law or that could cause the Partnership or the General Partner to be in violation of the Anti-Money Laundering Laws, or if otherwise required by any applicable law, regulation or administrative pronouncement related to money laundering or other criminal activities, the General Partner may take appropriate actions to ensure that the Partnership or the General Partner is in compliance with all such applicable laws, regulations and pronouncements.

(c) Actions that may be taken by the General Partner in the circumstances described in 3.2.4(b) include, but are not limited to, the following:

(1) The General Partner, upon delivery of notice to that effect to the affected Limited Partner, may "freeze" such Limited Partner's interest in the Partnership and, in that event: (A) shall not permit the Partnership to accept any additional capital contributions from such Limited Partner; (B) shall not draw down any additional capital contributions from such Limited Partner so long as the interest is frozen; (C) shall not permit the Partnership to allocate any items of Partnership income or gain to such Limited Partner's Capital Account with respect to any fiscal period commencing on or after the date of delivery of such notice (although the General Partner may cause the Partnership to continue to allocate items of loss or expense to such Limited Partner's Capital Account to the same extent as if, with respect to such Limited Partner and through the date of the Partnership's final liquidating distribution, such Limited Partner had timely made all required capital contributions); and (D) shall not permit the Partnership to make any distributions to such Limited Partner in respect of its frozen interest after the delivery of such notice *other than* liquidating distributions pursuant to 10.2 in an amount equal to the positive balance in its Capital Account, after payment to each other Partner of its final liquidating distribution in accordance with 10.2 and subject in all events to compliance with applicable law.

(2) The General Partner may cause the Partnership to redeem such Limited Partner's interest using Partnership funds at a price equal to the least of (i) the contribution of such Limited Partner in respect of such Limited Partner's Subscription, (ii) the positive balance in such Limited Partner's Capital Account as of the date of delivery of the notice described in 3.2.4(c)(1), or (iii) the fair market value of such interest (as reasonably determined by the General Partner); *provided, however,* that the General Partner shall cause the Partnership to redeem such Limited Partner's interest at such other price, if any, as required by law, regulation or government order.

(3) The General Partner may, in its sole discretion and without the consent of any other Person, agree in writing with any Limited Partner to alternate representations and covenants reasonably designed to ensure compliance with applicable anti-money laundering and other criminal laws, regulations and administrative pronouncements, and thereby expressly waive compliance with all or any part of this 3.2.4.

(d) Each Limited Partner acknowledges and agrees that (1) the Partnership or General Partner may release confidential information regarding such Limited Partner and, if applicable, any of its beneficial owners, to governmental authorities if the General Partner, in its reasonable discretion, determines that releasing such information is required by the Anti-Money Laundering Laws or other applicable laws, regulations or administrative pronouncements related to money laundering or other criminal activities, and (2) the General Partner, without the consent of any Limited Partner and notwithstanding any other provision of this Agreement, may amend any provision of this Agreement to the extent required to comply with the Anti-Money Laundering Laws or other applicable laws, regulations or administrative pronouncements related to money laundering or other criminal activities; provided, however, that such amendment may not result in additional obligations or liabilities on, or adversely affect, any Limited Partner unless such amendment is approved in accordance with 13.1.

3.3 MANAGEMENT AND CONTROL OF PARTNERSHIP.

3.3.1 Management by General Partner.

As among the Partners, the management, policies and control of the Partnership shall be vested exclusively in the General Partner.

3.3.2 Powers of General Partner.

Except as otherwise explicitly provided herein, the General Partner shall have the power on behalf and in the name of the Partnership to implement the objectives of the Partnership and to exercise any rights and powers the Partnership may possess, including, without limitation, the power to cause the Partnership to make any elections available to the Partnership under applicable tax or other laws. Notwithstanding any other provision of this Agreement, without the consent of any Limited Partner or any other Person being required, the Partnership is hereby authorized to execute, deliver and perform, and the General Partner on behalf of the Partnership is hereby authorized to execute and deliver, a subscription agreement with each Limited Partner and any agreement, document or instrument contemplated thereby, or related thereto, and any amendments thereto. No Person, in dealing with the General Partner, shall be required to determine the General Partner's authority to make any commitment or engage in any undertaking on behalf of the Partnership, or to determine any fact or circumstance bearing upon the existence of the authority of the General Partner.

ARTICLE 4 —PERMITTED INVESTMENTS

4 PERMITTED INVESTMENTS.

The Partnership may only invest, directly or through an Intermediate Entity, in (i) Interests in one or more Funds and/or interests in the Company and (ii) Temporary Investments. After the date that is six months from the date of this Agreement, the Partnership may not (a) purchase, directly or through an Intermediate Entity, any Interests or additional Interests in any Fund or (b) purchase, directly or through an Intermediate Entity, any interests or additional interests in the Company that are not held by or through a Fund. In addition, the General Partner may cause the Partnership to invest in puts, calls, options and other similar arrangements with respect to the Partnership's interest in a Fund, Intermediate Entity, or the Company. All investments and other business decisions affecting the Partnership shall be made by the General Partner.

ARTICLE 5 — EXPENSES

5.1 ORGANIZATIONAL EXPENSES.

On or after the date of this Agreement, the Partnership shall reimburse the General Partner and its Affiliates for all Organizational Expenses incurred by any of them, up to $100,000 in the aggregate.

5.2 PARTNERSHIP EXPENSES AND MANAGEMENT FEE.

5.2.1 Payment of Routine, Recurring Operating Expenses by Management Company.

5.2.1.1 General.

The General Partner shall cause Lead Edge Capital Management, LLC (the "***Management Company***") to assume and pay the following routine, recurring operating expenses attributable to the Partnership's investment activities on the terms and conditions set forth in this Article 5: compensation, benefits and expenses (other than travel expenses related to investments or prospective investments of the Partnership) of the employees of the Management Company; and fees and expenses for administrative, clerical and related support services, office space and facilities, utilities and equipment rental insofar as they relate to the investment activities of the Partnership.

5.2.1.2 Partnership expenses.

Routine, recurring operating expenses exclude, without limitation, Organizational Expenses payable by the Partnership under 5.1; the Management Fee payable by the Partnership under 5.2.2; liquidation expenses of the Partnership; all costs and expenses incurred in developing, negotiating, structuring, acquiring, closing, holding, monitoring and disposing of the Partnership's investments and other assets (whether or not consummated), which may include legal and other costs of Persons who sell or issue direct or indirect interests in the Company to the Partnership in connection with the Partnership's acquisition of such interests in the Company; any sales or other taxes (except as provided below), fees or government charges which may be assessed against the Partnership; commissions or brokerage fees or similar charges incurred in connection with the purchase or sale of securities (including any merger fees payable to third parties and whether or not any such purchase or sale is consummated); the costs and expenses of holding meetings or conferences with the Partners; interest expense and fees for borrowed money (if any); all expenses relating to litigation and threatened litigation involving the Partnership, including indemnification expenses (pursuant to 12.2); expenses attributable to normal and extraordinary investment banking, commercial banking, consulting, accounting, tax, auditing, appraisal, valuation, legal and registration services provided to the Partnership, including in each case services with respect to the proposed purchase or sale of securities by the Partnership that are not reimbursed by the issuer of such securities (whether or not any such purchase or sale is consummated); other due diligence expenses

related to the Interests and the Company; fees and expenses of independent custodians and administrators for the Partnership; the costs of organizing and maintaining any Intermediate Entity; travel expenses related to making and monitoring the Partnership's investments; reasonable premiums for liability insurance to protect the Partnership, the General Partner, the Management Company, the members of the General Partner and the Management Company and any of their respective partners, members, stockholders, officers, directors, employees, agents or Affiliates in connection with the activities of the Partnership; fees and expenses of placement agents and consultants in connection with the Partnership's acquisition of Interests in any Fund or direct or indirect interests in the Company; costs and expenses associated with the preparation of the Partnership's financial statements and tax returns and any reports to the Partners; and all other expenses properly chargeable to the activities of the Partnership. The expenses referred to in this 5.2.1.2 shall be borne by the Partnership.

5.2.1.3 Fund Expenses.
For the avoidance of doubt, the Partnership's direct or indirect interest in a Fund may be subject to a "carried interest" and/or management fee payable to the manager of, or other Persons associated with, such Fund or any other investment vehicle through which a Fund holds an interest in the Company, and the Partnership and all Limited Partners and the General Partner will indirectly bear other expenses incurred by such Fund.

5.2.2 Management Fee Payable to the Management Company.

5.2.2.1 Amount.
The Partnership shall pay the Management Company a management fee (the "**Management Fee**"), commencing on the date of this Agreement, at an annual rate equal to 1% of the aggregate Subscriptions of all Limited Partners (other than any LEC III & LEC IV Partners or LEC Advisory Board Partners) for each fiscal year (or portion thereof), and ending upon the last day of the fiscal quarter in which the liquidation of the Partnership is completed.

5.2.2.2 Timing of payments.
Payments of the Management Fee shall be calculated and made quarterly in advance on the first day of each fiscal quarter of the Partnership in an amount equal to 25% of the annual Management Fee. Notwithstanding the foregoing, the first payment shall be due on the date of this Agreement and shall be for the pro rata amount due from such date until the beginning of the first succeeding fiscal quarter of the Partnership.

5.2.3 Management Company
The General Partner may cause the Partnership to enter into an agreement with the Management Company (the "Management Agreement") for the provision of management services related to the Partnership, provided that the Management Agreement shall be at no additional cost or expense to the Partnership or the Limited Partners.

ARTICLE 6 — CAPITAL OF THE PARTNERSHIP

6.1 OBLIGATION TO CONTRIBUTE.

6.1.1 In General.

Each Partner shall make capital contributions to the Partnership in accordance with and subject to the terms of this Agreement in an aggregate amount not to exceed such Partner's Subscription plus (in the case of each Limited Partner other than any LEC III & LEC IV Partners or LEC Advisory Board Partner) the amount of any Management Fees payable with respect to such Limited Partner's Subscription. Except for capital contributions for the payment of Management Fees and except as otherwise provided in this

Agreement, capital contributions shall be made by the Partners pro rata based on their relative Subscriptions. All capital contributions shall be made to the Partnership by wire transfer or other transfer of federal or other immediately available U.S. funds on or before the relevant due date to the account designated for such purpose. Each Partner shall be obligated to make payment in full of each required capital contribution on or before the date due, and no Partner shall make (nor shall the General Partner or the Partnership be obligated to accept) less than the full amount of any such required capital contribution. For the avoidance of doubt, each Partner shall make such other payments to the Partnership as may be required under the terms of this Agreement.

6.1.2 Initial Capital Contributions.

Each Partner's initial capital contribution shall be due on or prior to the date of this Agreement, as may be specified by the General Partner. If the General Partner in its sole discretion determines that any portion of such capital contribution is not likely to be invested in the Company, or a Fund or Intermediate Entity, or applied to the payment or reimbursement of expenses or other purposes, then the General Partner may cause the Partnership to return part or all of the amount of any such capital contribution which has not been so invested or applied, to the Partners in proportion to each such Partner's initial capital contribution. The Contribution of each Partner receiving a return of its capital contribution shall be reduced for all purposes under this Agreement, but shall continue to be available for capital contribution to the Partnership pursuant to its Subscription.

6.1.3 Additional Contributions.

Subject to 6.1.1, the General Partner is authorized to draw down additional capital contributions from time to time, upon not less than ten days' prior written notice, to make investments or additional investments in any Fund or in interests in the Company or to pay Partnership expenses (including the Management Fee in the case of each Limited Partner other than any LEC III & LEC IV Partners or LEC Advisory Board Partner). Notwithstanding the foregoing, neither the General Partner, nor LEC III & LEC IV Partner nor any LEC Advisory Board Partner shall be required to make any contribution for the payment of Management Fees, and any amount contributed by the General Partner or any such Limited Partner that is not attributable to the General Partner's or such Limited Partner's pro rata share of investments and Partnership expenses (other than Management Fees) shall be returned to the General Partner or such Limited Partner, as the case may be.

6.1.4 Procedure for Notice of Capital Calls.

The General Partner shall send written notice of a call for additional capital contributions to each Limited Partner by Electronic Transmission as set forth in 14.5.2.

6.1.5 No Interest or Withdrawals.

No interest shall accrue on any Partner's capital contribution. No Partner shall have the right to withdraw or to be repaid its capital contributions without the written consent of the General Partner.

6.2 FAILURE TO MAKE REQUIRED PAYMENT.

6.2.1 Interest.

Except as otherwise provided in this Agreement, upon any failure by a Limited Partner to pay a capital contribution in full when due, interest will accrue at the Default Rate on the outstanding unpaid balance of such capital contribution, from and including the date such capital contribution was due until the earlier of the date of payment of such capital contribution by such Limited Partner (or a transferee) or the date on which the General Partner imposes a default charge pursuant to 6.2.3. The "**Default Rate**" with respect to any period shall be the lesser of (a) a variable rate equal to the Prime Rate in effect, from time to time, during such period plus 6% or (b) the highest interest rate for such period permitted by applicable law. The General Partner, in its discretion, may waive the requirement to pay interest, in whole or in part.

6.2.2 Default.

Except as otherwise provided in this Agreement, if any Limited Partner fails to make a capital contribution when due, and such failure continues for 10 Business Days after receipt by such Limited Partner of written notice of such failure, then such Limited Partner (a "**Defaulting Partner**") shall be in default. Such notice shall be given by certified or registered mail or by reputable overnight courier service. Upon the occurrence of a default, the General Partner may, in its discretion pursue one or more of the following alternatives:

(a) Impose a Default Charge upon the Defaulting Partner pursuant to 6.2.3;

(b) Except as required by the Delaware Act, limit such Defaulting Partner's ability to vote, consent or withhold consent with respect to any Partnership matter, including votes or consents of the Limited Partners;

(c) Offer the Defaulting Partner's entire interest in the Partnership to the other Partners for purchase, in proportion to the other Partners' Subscriptions (with Partners accepting offers being permitted to take up offers declined by other Partners in proportion to their Subscriptions), at a price for that interest equal to the lesser of the then fair market value of the interest or the pre-default balance in the Defaulting Partner's Capital Account, subject to such other terms as the General Partner in its discretion shall determine, which offer shall be binding on the Defaulting Partner if the purchasing Partners agree to assume the Subscription and any other required capital contributions of the Defaulting Partner, including any portion then due and unpaid, and the General Partner pursuant to its authority under 14.8.1 may execute on behalf of the Defaulting Partner any documents necessary to effect the Transfer of the Defaulting Partner's interest pursuant to this 6.2.2(c). At the discretion of the General Partner, if a Defaulting Partner's interest in the Partnership is sold pursuant to this clause (c), payment of amounts due to such Defaulting Partner in respect of such sale may be made in the form of a recourse note bearing interest at a fixed rate equal to the applicable federal rate of interest then in effect with a maturity no later than the final liquidation of the Partnership;

(d) Assist the Defaulting Partner in selling its interest in the Partnership, with the full assumption by the buyer of the Defaulting Partner's Subscription and any other required capital contributions, including any portion then due and unpaid;

(e) Accept a late contribution from the Defaulting Partner, with interest (if any), in satisfaction of its then-outstanding obligation to contribute hereunder, if the General Partner determines in its sole discretion that such a late contribution will not jeopardize the activities and operations of the Partnership; or

(f) Pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant subscription agreement and applicable law, including but not limited to the commencement of a lawsuit to collect the unpaid capital contribution, interest, costs, and reimbursement (with interest at the Default Rate) of any other damages suffered by the Partnership.

If a Defaulting Partner's interest in the Partnership is sold pursuant to (c) or (d) above, or if the General Partner exercises its discretion to accept a late contribution pursuant to (e) above, the General Partner shall not impose a Default Charge pursuant to (a) above. Otherwise, the remedies set forth above shall, to the extent permitted under Delaware law, be cumulative, and the use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy.

6.2.3 Default Charge.

The Partners agree that the damages suffered by the Partnership as the result of a default by a Defaulting Partner will be substantial and that such damages cannot be estimated with reasonable accuracy. To the fullest extent permitted by law, as a penalty for such default (which each Partner hereby agrees is

reasonable), and subject to 6.2.2, the General Partner may cause both the Contribution and Capital Account of a Defaulting Partner to be reduced (but not below zero) by an amount equal to 25% of such Defaulting Partner's Subscription at the time of the default, and if the General Partner causes such reductions then (solely for purposes of apportioning distributions pursuant to 7.2.2 and apportioning Net Gain or Loss pursuant to 8.2.1) such Limited Partner's Subscription shall be deemed to have been reduced by an amount proportionate to such reduction in such Limited Partner's Contribution (the "**Default Charge**"). If (except for the limitation set forth in the preceding sentence) the Default Charge would exceed either the Contribution of or the existing balance in the Capital Account of the Defaulting Partner at the time of default, then such excess shall carry over and be applied as a reduction at a subsequent time. The amount of any Default Charge levied upon a Defaulting Partner at any time shall immediately become unrestricted funds of the Partnership and shall be allocated:

(a) As to the Contribution amount (and, solely for purposes of apportioning distributions pursuant to 7.2.2 and apportioning Net Gain or Loss pursuant to 8.2.1), to and among the respective Contributions (and Subscriptions) of the non-defaulting Partners in proportion to their respective Contributions (and Subscriptions); and

(b) As to the Capital Account amount, to and among the respective Capital Accounts of the non-defaulting Partners in proportion to the positive balances in their respective Capital Accounts.

6.2.4 Distributions and Allocations.

(a) The General Partner, in its sole discretion, and subject to any Default Charge imposed pursuant to 6.2.3, may cause the Partnership to withhold any distributions that otherwise would be made to a Defaulting Partner until such time as the Partnership makes its final liquidating distribution, or until such earlier time as the General Partner may determine. Any distributions so withheld, or the proceeds thereof, may be used by the Partnership for any purpose. If the General Partner has withheld distributions from a Partner pursuant to this 6.2.4 and subsequently determines to pay the withheld distributions to such Partner, it may elect to (1) pay cash to such Partner in lieu of any distributions which were made to non-defaulting Partners in kind and withheld from such Partner, but the Partnership shall not, in such event, be liable to such Partner for any subsequent increase in the value of any securities which would have been distributed to such Partner had such Partner not defaulted, or (2) deliver to such Partner the securities or other assets (or substantially identical securities or assets) such Partner would have received had the distribution to such Partner not been withheld, but the Partnership shall not, in such event, be liable for any diminution in the value of such securities or other assets subsequent to the date such securities would have been distributed. Any losses incurred by the Partnership upon the disposition of the securities or other assets that would otherwise have been distributed to the Defaulting Partner in kind shall be for the account of the Defaulting Partner.

(b) Allocations shall continue to be made to a Defaulting Partner pursuant to the other provisions of this Agreement as if such Partner had made a timely contribution over the period from the date of default until such time, if any, as the General Partner imposes a Default Charge; *provided, however,* that (1) in the discretion of the General Partner, no allocations of Net Gain or items in the nature of gross income or gain shall be made to the Defaulting Partner during such period, and (2) if the Defaulting Partner (or any transferee(s) then holding the Defaulting Partner's interest) subsequently contributes the amount in arrears during such period, together with any accrued interest, then in the discretion of the General Partner subsequent allocations may be made in such a manner that the net result of such subsequent allocations and the allocations made pursuant to this 6.2.4(b) is the same as if the Defaulting Partner (together with such transferee(s), if any) had made all contributions with respect to the Defaulting Partner's interest on a timely basis.

6.2.5 Effect of Default on Remaining Interest in Partnership.

The application of the aforesaid default provisions shall not relieve any Defaulting Partner of its obligation to make all payments of its capital contributions when due.

ARTICLE 7 — DISTRIBUTIONS

7.1 AMOUNT, TIMING AND FORM.

7.1.1 General.

Except as otherwise provided in this Agreement, the General Partner shall determine the amount, timing and form (whether in cash or in kind) of all distributions made by the Partnership. Notwithstanding the foregoing, the General Partner expects to distribute promptly to the Partners all cash proceeds received by the Partnership from (i) any Fund and (ii) the sale by the Partnership of any shares in the Company, including shares in the Company received by the Partnership directly or indirectly as a distribution from any Fund, subject to maintaining sufficient reserves to cover operating expenses and contingencies.

7.1.2 Form of Distributions; Apportionment of Distributions.

All distributions made before the commencement of the liquidation of the Partnership's assets pursuant to Article 10 shall consist of cash or Freely Tradable Securities. Each lot of securities to be distributed in kind shall be distributed to the Partners in proportion to their respective shares of the proposed distribution as provided in Article 7 or Article 10, as the case may be, except to the extent that a disproportionate distribution of securities is necessary in order to avoid distributing fractional shares. For purposes of the preceding sentence, each lot of stock or other securities having a separately identifiable tax basis or holding period shall be treated as a separate lot of securities.

7.2 DISCRETIONARY DISTRIBUTIONS.

7.2.1 General.

Except as otherwise explicitly provided in this Agreement, all distributions prior to the commencement of the liquidation of the Partnership's assets pursuant to Article 10 shall be made in accordance with this 7.2.

7.2.2 Priorities.

Unless otherwise provided in this Agreement, each distribution shall be initially apportioned among all of the Partners based on their relative Subscriptions (and the amounts so apportioned to any Partner shall be referred to as such Partner's "**Pro Rata Share of Proceeds**"). Except as otherwise provided in this Agreement, the General Partner's Pro Rata Share of Proceeds shall be distributed to the General Partner, and each Limited Partner's Pro Rata Share of Proceeds shall be distributed among such Limited Partner and the General Partner in the following order of priority:

(a) *First*, to such Limited Partner until it has received cumulative distributions pursuant to this 7.2.2(a) equal to its Contribution;

(b) *Second*, until such Limited Partner has received aggregate distributions pursuant to this Agreement equal to the Distribution Hurdle, to the General Partner and such Limited Partner in the amounts and proportions necessary to ensure that (i) the General Partner has received aggregate distributions of such Limited Partner's Pro Rata Share of Proceeds equal to the product of (A) the Cumulative Net Gain with respect to such Limited Partner and (B) such Limited Partner's First Tier Carry Percentage (such amount, such Limited Partner's **"First Tier Carry Amount"**), and (ii) such Limited Partner has received aggregate distributions equal to such Limited Partner's Pro Rata Share of Proceeds in excess of the First Tier Carry Amount; and

(c) *Thereafter*, provided that such Limited Partner has received aggregate distributions pursuant to this Agreement at least equal to the Distribution Hurdle, to the General Partner and such Limited Partner in the amounts and proportions necessary to ensure that (i) first, the General Partner has received aggregate distributions of such Limited Partner's Pro Rata Share of Proceeds equal to the product of (A) the Cumulative Net Gain with respect to such Limited Partner and (B) such Limited Partner's Second Tier Carry Percentage (such amount, such Limited Partner's **"Second Tier Carry Amount"**), and (ii) thereafter, such Limited Partner has received aggregate distributions equal to such Limited Partner's Pro Rata Share of Proceeds in excess of the Second Tier Carry Amount.

7.2.3 Operational Rules.

For purposes of 7.2.2 and this 7.2.3:

(a) If distributions to which a Defaulting Partner otherwise would have been entitled have been withheld pursuant to 6.3.4, the amounts so withheld shall be treated as having been distributed to such Partner;

(b) Tax Distributions made to any Partner shall be taken into account as if such distributions were made to such Partner pursuant to 7.2.2. For this purpose, the General Partner shall determine the extent to which any Tax Distributions are attributable to Carried Interest Allocations or Carried Interest Distributions attributable to any Limited Partner, and such Tax Distributions shall be taken into account as if such distributions had been made pursuant to 7.2.2(b) or (c) with respect to such Limited Partner;

(c) Amounts treated as distributed to a Partner pursuant to 7.4 shall be taken into account as if such amounts had been distributed to such Partner pursuant to 7.2.2;

(d) Distributions made to any Partner's predecessors in interest shall be treated as having been made to such Partner;

(e) The amount of any distribution of securities in kind shall be equal to the fair market value of such securities at the time of distribution;

(f) If there are Defaulting Partners, distributions shall be modified to the extent required by Article 6; and references in this Article 7 to "all Partners" and to "each Partner" shall be modified accordingly; and

(g) If any proceeds are retained for the purpose of paying Management Fees, such amounts shall reduce the Pro Rata Share of Proceeds of the Limited Partners (other than the LEC III & LEC IV Partners and the LEC Advisory Board Partners) in proportion to their Subscriptions.

7.3 TAX DISTRIBUTIONS; OTHER SPECIAL DISTRIBUTIONS.

7.3.1 Tax Distributions — General.

Except as provided in 7.3.2, the Partnership shall distribute to each Partner in cash, with respect to each fiscal year, either during such year or within 90 days thereafter, such amount of cash (a "**Tax Distribution**") as is equal in value to the aggregate federal, state and local income tax liability such Partner would have incurred as a result of such Partner's ownership of an interest in the Partnership, determined:

(a) As if such Partner were a natural person resident in a jurisdiction in which any member of the General Partner then resides and which imposes, for the fiscal year with respect to which the Tax Distribution is made, the highest state and local taxes on any such member's income attributable to the Partnership, as determined and designated by the General Partner from time to time;

(b) As if such Partner were subject to tax at the highest marginal rates provided under applicable federal, state and local income tax laws, taking into account the character of income or gain and any allowable federal income tax deduction for state and local taxes, as if such Partner were not entitled to deduct any expenses that are deductible by an individual only under Section 212 of the Code, and using such other reasonable assumptions as the General Partner may determine;

(c) Taking into account any carryovers of Partnership capital losses for prior years (but not other losses) to the extent such losses would be deductible in determining such Partner's tax liability for such year, determined by taking into account only such Partner's items of income, gain, loss and deduction attributable to the Partnership;

(d) Tax Distributions to the General Partner shall be calculated as if the General Partner held two separate interests in the Partnership—one relating to its Carried Interest and the other relating to the balance of its interest in the Partnership—so that the portion (if any) of a Tax Distribution calculated with respect to the General Partner's Carried Interest shall be determined solely by reference to allocations by the Partnership to the General Partner in respect of such interest, and the portion (if any) of a Tax Distribution calculated with respect to the General Partner's interest in the Partnership other than its Carried Interest shall be determined solely by reference to all allocations by the Partnership to the General Partner other than allocations in respect of its Carried Interest.

For clarity, the same tax status, tax rates, hypothetical deductions and other tax attributes will be attributed and applied to all Partners, irrespective of their actual tax status, the rates at which they may bear taxes, actual available deductions and other tax attributes.

7.3.2 Tax Distributions — Adjustments.

The aggregate amount of Tax Distributions with respect to any fiscal year may be reduced, on a pro rata basis, or not made if and to the extent determined by the General Partner in its sole discretion.

7.3.3 Advances to Pay Estimated Taxes.

The Partnership may make distributions to all Partners during any Partnership fiscal year to enable the Partners to satisfy their liability to make estimated tax payments with respect to such fiscal year or the preceding fiscal year based on calculations of the Partners' estimated tax liability made in accordance with 7.3.1. Any such distributions shall be deemed to be Tax Distributions except to the extent they are required to be returned to the Partnership pursuant to the next succeeding sentence. If the aggregate amount of distributions made to the General Partner for estimated taxes with respect to any fiscal year exceeds the tax liability of the General Partner with respect to such fiscal year (calculated as of the end of such fiscal year pursuant to 7.3.1), the General Partner shall treat such excess as an advance and shall promptly return such excess to the Partnership without interest. The Capital Account of the General Partner shall be increased by any amount so returned to the Partnership, but the Contribution of the General Partner shall not be increased by any such return.

7.3.4 Coordination of Tax Distributions and Other Distributions.

Distributions made to any Partner in cash pursuant to 7.2 during any fiscal year (other than any amounts treated as a Tax Distribution with respect to a prior fiscal year) shall reduce dollar-for-dollar the amount of Tax Distributions to which such Partner otherwise would be entitled with respect to such fiscal year.

7.3.5 Other Special Distributions.

Distributions of available cash corresponding to amounts of Partnership net income and gains that have been specially allocated to the Partners pursuant to 8.3 shall be made, at such time or times as the General Partner in its discretion shall determine, to the Partners to whom such net income and gains have been allocated. No distribution made to a Partner pursuant to this 7.3.5 shall be taken into account in

determining the amount previously distributed to (or to be distributed to) such Partner pursuant to the other provisions of this Article 7.

7.4 PAYMENT OF TAXES.

7.4.1 General.

If the Partnership incurs an obligation to pay directly any amount in respect of taxes with respect to amounts allocated or distributed to one or more Partners, including but not limited to withholding taxes imposed on any Partner's or former Partner's share of the Partnership gross or net income and gains (or items thereof), income taxes, and any interest, penalties or additions to tax ("**Tax Liability**"), or if the amount of a payment or distribution of cash or other property to the Partnership is reduced as a result of withholding by other parties in satisfaction of any such Tax Liability:

(a) All payments by the Partnership in satisfaction of such Tax Liability and all reductions in the amount of a payment or distribution that the Partnership otherwise would have received shall be treated, pursuant to this 7.4, as distributed to those Partners or former Partners to which the related Tax Liability is attributable;

(b) Notwithstanding any other provision of this Agreement, subsequent distributions to the Partners shall be adjusted by the General Partner in an equitable manner so that, to the extent feasible, the burden of taxes withheld at the source or paid by the Partnership is borne by those Partners to which such Tax Liability is attributable; and

(c) The General Partner in its sole discretion may cause any amount treated pursuant to 7.4.1(a) as distributed to any Partner or former Partner at any time that exceeds the amount, if any, of distributions to which such Person is then entitled under this Agreement to be treated as a loan to such Person, and the General Partner shall give prompt written notice to such Person of the amount of such loan.

7.4.2 Tax Liability.

The General Partner, after consulting with the Partnership's accountants or other advisers, shall determine the amount, if any, of any Tax Liability attributable to any Partner. For this purpose, the General Partner shall be entitled to treat any Partner as ineligible for an exemption from or reduction in rate of such Tax Liability under a tax treaty or otherwise except to the extent that such Partner provides the General Partner with such written evidence as the General Partner or the relevant tax authorities may require to establish such Partner's entitlement to such exemption or reduction.

7.4.3 Repayment of Any Amounts Treated as Loans.

Each Partner covenants, for itself, its successors, assigns, heirs and personal representatives, that such Person shall repay any loan described in 7.4.1(c) not later than 30 days after the General Partner delivers a written demand for such repayment (whether before or after the withdrawal of such Partner from the Partnership or the dissolution of the Partnership), which demand shall be made promptly after such loan is made. If any such repayment is not made within such 30-day period:

(a) Such Person shall pay interest to the Partnership at the Prime Rate for the entire period commencing on the date on which the Partnership paid such amount and ending on the date on which such Person repays such amount to the Partnership together with all accrued but previously unpaid interest;

(b) The Partnership shall (1) collect such unpaid amounts (including interest) from any distributions that otherwise would be made by the Partnership to such Person or (2) subtract such unpaid amounts (including interest) from the Capital Account of such Person, in each case treating the amount so collected or subtracted as having been distributed to such Person; and

(c) Such Person shall reimburse the Partnership for all costs incurred by the Partnership or the General Partner in connection with collecting from such Person any amount due from such Person pursuant to this 7.4.

7.4.4 Partnership Obligation.

For purposes of this 7.4, any obligation to pay any amount in respect of any Tax Liability incurred by the General Partner with respect to income of or distributions made to any other Partner or former Partner shall constitute a Partnership obligation.

7.5 CERTAIN DISTRIBUTIONS PROHIBITED.

Anything in this Agreement to the contrary notwithstanding:

(a) No distribution shall be made to any Partner if, and to the extent that, such distribution would not be permitted under the Delaware Act; and

(b) No distribution other than a Tax Distribution shall be made to any Partner to the extent that such Partner has — or would have, as a result of such distribution — a Capital Account deficit balance in excess of such Partner's Restoration Amount (*provided*, *however*, that for this purpose Capital Account balances shall be determined without regard to any allocations made pursuant to Part 1 of Appendix II other than 1.1 thereof).

ARTICLE 8 — CAPITAL ACCOUNTS; ALLOCATIONS

8.1 CAPITAL ACCOUNTS.

8.1.1 Creation and Maintenance.

There shall be established on the books of the Partnership a capital account for each Partner (such Partner's "**Capital Account**") that shall be:

(a) *Increased* by (1) any capital contributions made to the Partnership by such Partner pursuant to this Agreement and (2) any amounts in the nature of income or gain added to the Capital Account of such Partner pursuant to this Article 8 or Appendix II;

(b) *Decreased* by (1) any distributions made to such Partner and (2) any amounts in the nature of loss, deduction or expense subtracted from the Capital Account of such Partner pursuant to this Article 8 or Appendix II; and

(c) Otherwise adjusted in accordance with the provisions of this Agreement including, but not limited to, 6.2.3 (relating to the imposition of a Default Charge).

8.1.2 Accounting for Distributions in Kind.

For purposes of maintaining Capital Accounts, when Partnership property is distributed in kind:

(a) The Partnership shall treat such property as if it had been sold for its fair market value on the date of distribution as determined in accordance with 14.4;

(b) Any difference between the fair market value as so determined (net of any liabilities secured by such property or to which such property is subject) and the cost of such property shall be allocated, as of the time immediately preceding such distribution, to the Capital Accounts of the Partners as Net Gain or Net Loss in accordance with this Article 8; and

(c) The Capital Account of any Partner receiving a distribution in kind shall be reduced by an amount equal to the fair market value of such property on the date of distribution (net of any liabilities secured by such property or to which such property is subject).

8.1.3 Timing of Adjustments to Capital Accounts.

Except as otherwise provided in this Agreement, the Partnership's books shall be closed and the Partners' Capital Accounts shall be adjusted in accordance with this Article 8 and Appendix II as of the close of business on the following dates: (a) the last day of each fiscal year; (b) the day before the Partnership's final liquidating distribution; and (c) any other date determined by the General Partner to be appropriate for a closing of the Partnership's books.

8.1.4 Compliance with Treasury Regulations; Cost.

The provisions of this 8.1, including the provisions relating to the maintenance of Capital Accounts, are intended to comply with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. In determining Capital Accounts and in making allocations and distributions pursuant to this Agreement (unless the context otherwise requires), the cost of any asset of the Partnership shall be deemed to be the adjusted tax basis thereof, with such further adjustments as may be required to comply with Treasury Regulations Section 1.704-1(b)(2)(iv).

8.2 ALLOCATIONS OF NET GAIN OR LOSS.

8.2.1 Initial Apportionment of Net Gain or Loss.

Unless otherwise provided in this Agreement, any items of Net Gain or Loss for a fiscal year shall be initially apportioned among all Partners based on their relative Subscriptions. After giving effect to the other provisions of this Article 8 and Appendix II, the aggregate amount initially apportioned to the General Partner shall be allocated to the General Partner, and the aggregate amount initially apportioned to each Limited Partner shall be such Limited Partner's "**Apportioned Net Gain or Loss**" and shall be allocated pursuant to 8.2.2.

8.2.2 Apportioned Net Gain.

After giving effect to the other provisions of this Article 8 and Appendix II, each Limited Partner's Apportioned Net Gain shall be allocated to such Limited Partner and the General Partner in the following order and priority:

(a) *First*, to such Limited Partner until such Limited Partner has been allocated pursuant to this 8.2.2(a) an amount of Net Gain equal to the amount of expenses previously allocated to such Limited Partner pursuant to 8.3(c);

(b) *Second*, to such Limited Partner until such Limited Partner has been allocated pursuant to this 8.2.2(b) an amount of Net Gain equal to the aggregate Net Loss previously allocated to such Limited Partner pursuant to 8.2.3(b);

(c) *Third*, until such Limited Partner has been allocated an amount of Net Gain pursuant to 8.2.2(b)-(d), net of Net Loss pursuant to 8.2.3, in an amount equal to such Limited Partner's Allocation Hurdle, to the General Partner and such Limited Partner in the amounts and proportions necessary to ensure that (i) the General Partner has been allocated such Limited Partners Apportioned Net Gain (net of such Limited Partner's Apportioned Net Loss allocated to the General Partner) in an amount equal to such Limited Partner's First Tier Carry Amount, and (ii) such Limited Partner has been allocated the remainder of such Limited Partner's Apportioned Net Gain; and

(d) *Thereafter*, provided that such Limited Partner has been allocated Cumulative Net Gain in an amount at least equal to such Limited Partner's Allocation Hurdle, to the General Partner and such Limited Partner in the amounts and proportions necessary to ensure that (i) first, the General Partner has been allocated such Limited Partners Apportioned Net Gain (net of such Limited Partner's Apportioned Net Loss allocated to the General Partner) in an amount equal

to such Limited Partner's Second Tier Carry Amount, and (ii) thereafter, such Limited Partner has been allocated the remainder of such Limited Partner's Apportioned Net Gain.

8.2.3 Apportioned Net Loss.

After giving effect to the other provisions of this Article 8 and Appendix II, each Limited Partner's Apportioned Net Loss shall be allocated to such Limited Partner and the General Partner in the following order and priority:

(a) *First*, until the cumulative amount of such Limited Partner's Apportioned Net Loss allocated pursuant to this 8.2.3(a) is equal to the cumulative amount of such Limited Partner's Apportioned Net Gain allocated pursuant to 8.2.2(c)-(d), to the General Partner and such Limited Partner in the amounts and proportions necessary to ensure that the cumulative amount of such Limited Partners Apportioned Net Gain allocated pursuant to 8.2.2(c)-(d), net of the cumulative amount of such Limited Partner's Apportioned Net Loss allocated pursuant to this 8.2.3(a), is apportioned among the General Partner and such Limited Partner in the order of priority set forth in 8.2.2(c)-(d);

(b) *Thereafter,* to such Limited Partner.

8.2.4 Allocations Following a Default.

Following the failure of a Limited Partner to make a contribution when due, allocations otherwise prescribed by this 8.2 shall be modified as set forth in 6.2.4.

8.3 OTHER SPECIALLY ALLOCATED ITEMS.

After giving effect to the special allocations set forth in Appendix II, the following items of the Partnership shall be specially allocated in the manner set forth below.

(a) The Delayed Payment Interest, if any, of the Partnership shall be allocated to all Partners other than the Partner liable to pay such interest in proportion to their respective Contributions.

(b) The unpaid Transfer Expenses, if any, of the Partnership shall be allocated to the transferor or the transferee of the Partnership interest involved to the extent required by 11.2.8.

(c) Any expense items attributable to Partnership expenses for such fiscal year shall be allocated to the Partners in proportion to their relative Contributions, *provided* that no expense items attributable to the Management Fee shall be allocated to the General Partner, any LEC III & LEC IV Partner or any LEC Advisory Board Partner (and all such items shall be allocated to the other Limited Partners).

8.4 BIFURCATED GENERAL PARTNER ALLOCATIONS.

To the extent that the General Partner determines that it is necessary to reflect the economic arrangement intended by the Partners, this Article 8, Article 7, Appendix II, and any related provisions of this Agreement may, to the fullest extent permitted by law, be applied to the General Partner separately with respect to the General Partner's interest in the Partnership attributable to the General Partner's Subscription and the General Partner's interest in the Partnership attributable to the Carried Interest.

ARTICLE 9 — DURATION OF THE PARTNERSHIP

9.1 TERM OF PARTNERSHIP.

The term of the Partnership shall continue until the tenth anniversary of the date of this Agreement, unless it is sooner dissolved as provided in 9.2 or by operation of law.

9.2 DISSOLUTION UPON WITHDRAWAL OF GENERAL PARTNER.

(a) The Partnership shall be dissolved upon the occurrence of an event of withdrawal (as defined in the Delaware Act) of the General Partner.

(b) The dissolution, death, bankruptcy, insolvency, incompetence, disability, withdrawal, substitution or admission of any Limited Partner, or any other similar event involving the existence, status or organization of a Limited Partner shall not, in and of itself, cause the dissolution of the Partnership.

(c) The Partnership shall dissolve with there are no limited partners of the Partnership unless the business of the Partnership is continued in accordance with the Delaware Act.

(d) The Partnership shall dissolve upon the entry of a decree of judicial dissolution under Section 17-802 of the Delaware Act.

(e) The Partnership shall dissolve if it has not purchased, directly or indirectly, any Interests within six (6) months of the date of this Agreement.

ARTICLE 10 — LIQUIDATION OF ASSETS ON DISSOLUTION

10.1 GENERAL.

Following dissolution, the Partnership's assets shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement; *provided*, *however*, that if there shall be no remaining General Partner at that time, then a majority-in-interest of the Limited Partners may designate one or more other Persons to act as the liquidator (or liquidators) instead of the General Partner. Any such liquidator, other than the General Partner, shall be a "liquidating trustee" within the meaning of the Delaware Act.

10.2 LIQUIDATING DISTRIBUTIONS.

The liquidator shall cause the Partnership to pay or provide for the satisfaction of the Partnership's liabilities and obligations to creditors in accordance with the Delaware Act. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the liquidator shall determine to be in the best interest of the Partners. All items of income, gain, loss and expense shall be allocated among the Partners in accordance with Article 8 and Appendix II, and after satisfaction of Partnership liabilities in accordance with the Delaware Act, the remaining assets of the Partnership shall then be distributed to the Partners in cash (to the extent feasible) or in kind, in the discretion of the liquidator, in proportion to the positive balances in their respective Capital Accounts, after such Capital Accounts have been adjusted to reflect any Net Gain or Net Loss attributable to a distribution in kind.

10.3 EXPENSES OF LIQUIDATOR.

The expenses incurred by the liquidator in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement, and reasonable compensation for the services of the liquidator (unless the General Partner is the liquidator and is being paid the Management Fee) shall be borne by the Partnership.

10.4 DURATION OF LIQUIDATION.

A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result. The liquidator shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(*g*).

10.5 LIABILITY FOR RETURNS.

10.5.1 General.

Except as provided in 10.5.3, the liquidator, the General Partner and their respective partners, members, stockholders, officers, directors, managers, employees, agents and Affiliates shall not be personally liable to the Partners for the return of the capital contributions of any Partner.

10.5.2 Limited Partner Obligations.

No Partner shall be obligated to restore to the Partnership any amount with respect to a negative Capital Account; *provided*, *however*, that this provision shall not affect the obligations of Partners to make their agreed-upon capital contributions and any other payments to the Partnership that are required under this Agreement or applicable law.

10.5.3 General Partner Final Return Obligation.

After the Partnership has made its final distribution of assets pursuant to 10.2, if, with respect to any Limited Partner (other than any Defaulting Partner), the General Partner has received cumulative Carried Interest Distributions with respect to such Limited Partner in excess of the cumulative Carried Interest Distributions that the General Partner would have received with respect to such Limited Partner if all amounts previously distributed by the Partnership were distributed at one time, on the date of such final distribution, pursuant to Article 7 (with the Distribution Hurdle and Allocation Hurdle being determined based on the actual timing of distributions), then the General Partner shall return to the Partnership an amount equal to the lesser of:

(a) such excess amount; and

(b) The General Partner's aggregate Carried Interest Distributions with respect to such Limited Partner, reduced by all Tax Distributions to which the General Partner would have been entitled resulting from its Carried Interest Allocations or Carried Interest Distributions with respect to such Limited Partner for each fiscal period since the Partnership's inception if all such Tax Distributions had been made in full in accordance with 7.3.1, without reduction for distributions made pursuant to other provisions. For this purpose the Tax Distributions to which the General Partner would have been entitled shall include the additional tax liability the General Partner would have incurred if each in-kind Carried Interest Distribution with respect to such Limited Partner since the inception of the Partnership had been sold for its fair market value immediately following its receipt by the General Partner.

10.5.4 Allocations to Support General Partner's Return Obligation.

It is intended that, immediately following the Partnership's final distribution of assets pursuant to 10.2 the General Partner shall have a deficit balance in its Capital Account equal to the amount, if any, that it is obligated to return to the Partnership pursuant to 10.5.3. If the General Partner determines at any time during the life of the Partnership (including during its liquidation) that the General Partner's obligation to make the return provided for in 10.5.3 would not be matched by an equivalent deficit balance in its Capital Account if the Partnership were to be liquidated at such time, then the General Partner shall use its authority pursuant to Part 3 of Appendix II (and subject to the limitations therein) to make allocations other than in accordance with Article 8 and the balance of Appendix II to the extent necessary to ensure that an equivalent deficit balance would result if the Partnership were to be liquidated at such time; provided, however, that the General Partner shall not be obligated to return to the Partnership in respect of any deficit in its Capital Account an amount in excess of the amount it is required to return pursuant to 10.5.3.

10.5.5 Distribution of Returned Amounts.

Amounts returned by the General Partner to the Partnership pursuant to 10.5.3 shall, subject to applicable law, be distributed to the Partners in proportion to the positive balances in their respective Capital Accounts. To the fullest extent permitted by law, in no event shall 10.5.3 be enforceable for the benefit of any Person other than the Limited Partners, their successors and their assigns.

ARTICLE 11 — LIMITATIONS ON TRANSFERS AND WITHDRAWALS OF PARTNERSHIP INTERESTS

11.1 TRANSFER OF GENERAL PARTNER'S INTEREST.

11.1.1 Transferability of General Partner's Interest.

The General Partner shall not assign, pledge, mortgage, hypothecate, give, sell or otherwise dispose of or encumber (each such act, a "**Transfer**") all or any part of its interest as a general partner in the Partnership (including without limitation its interest in distributions under 7.2.1 or the Carried Interest). The General Partner shall not voluntarily permit a change of control in the General Partner, whether direct or indirect. Any attempted Transfer of the General Partner's interest except in compliance with the preceding sentence shall be void to the fullest extent permitted by law.

11.1.2 Removal of General Partner

Subject to the terms of this Agreement and to any limitation imposed by relevant law, the General Partner shall promptly notify the Limited Partners of any "Cause Event", and may be removed upon the affirmative vote of two-thirds in interest of the Limited Partners within 180 days of providing notice of such Cause Event. The Partners agree that the performance of the Partnership's investments in the Interests may not be used as the sole basis for a claim that the General Partner or Mitchell H. Green has committed common law fraud, bad faith, recklessness, a material breach of this Agreement, gross negligence or willful misconduct in connection with the performance of the General Partner's or Mitchell H. Green's respective duties on behalf of the Partnership.

11.1.3 Continuation of the Partnership

(a) If the General Partner ceases to be the general partner of the Partnership, the Partnership will be dissolved unless two-thirds in interest of the Limited Partners agree in writing within 90 days after the occurrence of any such event to continue the Partnership upon the same terms and conditions as are set forth in this Agreement. If any such election is made, the Limited Partners shall elect a new general partner, as provided for under the Delaware Act, to serve as the general partner of the Partnership, and such election will occur and be deemed to have occurred effective immediately before the withdrawal or removal of the General Partner.

(b) The General Partner's ceasing to be the general partner of the Partnership will in no respect be deemed to constitute a violation of the General Partner's fiduciary or continued obligations to the Limited Partners.

(c) If the Limited Partners vote to remove the General Partner in accordance with the foregoing provisions, the removed General Partner will retain its Capital Account, continue to be entitled to the Carried Interest and retain all of its other economic rights under this Agreement.

11.1.4 Effect of Withdrawal or Removal

(a) Subject to the terms of 11.1.5, upon the General Partner ceasing to be the general partner of the Partnership as provided in this Agreement, the General Partner's liability as general partner, and its authority to act on behalf of the Partnership, will cease as provided in the

Delaware Act, and the new general partner shall promptly file an amendment to the Partnership's Certificate and otherwise take all steps reasonably necessary under the Delaware Act to cause such cessation of liability and authority.

(b) Upon the General Partner ceasing to be the general partner of the Partnership as provided in this Agreement, the General Partner will continue to have the rights to indemnification and reimbursement of expenses as provided herein to the General Partner for actions taken by the General Partner prior to the effective date of removal.

(c) Upon the General Partner ceasing to be the general partner of the Partnership as provided in this Agreement, the General Partner and any of its officers, directors, and other appointees or designees shall submit resignations from all directorships, officerships, and engagements held by them in the Partnership and the Company (if any).

11.1.5 Liability of Withdrawn General Partner

If the General Partner withdraws from the Partnership, the General Partner nonetheless will remain liable for obligations and liabilities arising out of or relating to activities of the Partnership before the time of such withdrawal, but it will be free of any obligation or liability incurred on account of the activities of the Partnership in its capacity as General Partner from and after the time of such withdrawal.

11.2 TRANSFERS OF LIMITED PARTNER INTERESTS.

11.2.1 General.

No Transfer of a Limited Partner's interest in the Partnership, in whole or in part, shall be made other than pursuant to this 11.2. Any attempted Transfer of all or any part of a Limited Partner's interest in the Partnership without compliance with this Agreement shall be void to the fullest extent permitted by law. Each Transfer (a) shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement and (b) except for Transfers that occur by operation of law, including the laws of descent and distribution (a "**Permitted Transfer**"), shall be evidenced by a written agreement executed by the transferor, the transferee(s) and the General Partner, in form and substance satisfactory to the General Partner. For tax, accounting and administrative reasons, the policy of the General Partner is to require any Transfer of a Limited Partner's interest in the Partnership to occur as of the beginning or end of a fiscal quarter.

11.2.2 Consent of General Partner.

The prior written consent of the General Partner, which may be granted or withheld in its absolute discretion, shall be required for any Transfer (other than a Permitted Transfer) of all or part of any Limited Partner's interest in the Partnership, including a Transfer of solely an economic interest in the Partnership. In determining whether to grant its consent to a Transfer, the General Partner shall take into account whether such Transfer would result in the "termination" of the Partnership pursuant to Section 708 of the Code and, if so, whether such termination would result in material adverse income tax consequences or material additional expense to the Partnership or any Partner. Notwithstanding the foregoing, any Limited Partner may Transfer all (but not less than all) of its interest in the Partnership to any Affiliate which can demonstrate to the General Partner's reasonable satisfaction that it is financially capable of meeting all uncalled Contributions, *provided that* such Transfer meets the conditions on Transfers described in 11.2.3 through 11.2.8.

11.2.3 No Public Trading in Partnership Interests.

The General Partner shall not cause or permit any offering of interests in the Partnership to be registered under the Securities Act or to become "traded on an established securities market," and shall withhold its consent to any Transfer that, to the General Partner's knowledge after reasonable inquiry, otherwise

would be accomplished by a trade on a "secondary market (or the substantial equivalent thereof)," in each case within the meaning of Sections 7704 or 469(k) of the Code and the applicable Treasury Regulations.

11.2.4 No Recognition of Certain Transfers.

No Transfer of any "partnership interest" (as defined in Treasury Regulation Section 1.7704-1(a)(2)) in the Partnership or portion thereof or derivative interest therein shall be permitted or "recognized" (within the meaning of Treasury Regulation Section 1.7704-1(d)) by the Partnership or the General Partner unless either (a) the General Partner determines that either such Transfer or the Partnership (immediately after such Transfer) will qualify for a safe harbor set forth in the Treasury Regulations under Section 7704 or (b) the General Partner otherwise determines, after consulting with the Partnership's tax advisors, that such Transfer will not cause the Partnership to be subject to U.S. federal income tax as a publicly traded partnership under Section 7704(b) of the Code.

11.2.5 Required Representations by Parties.

(a) The transferor and transferee(s) shall provide to the General Partner, in connection with any proposed Transfer (other than a Permitted Transfer), written representations to the effect that:

(1) The proposed Transfer will not be effected on or through (A) a United States national, regional or local securities exchange, (B) a foreign securities exchange or (C) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers (including, without limitation, the Nasdaq Stock Market ("**Nasdaq**")); and

(2) Such Person is not, and its proposed Transfer or acquisition (as the case may be) will not be made by, through or on behalf of (A) a Person, such as a broker or a dealer, making a market in interests in the Partnership, or (B) a Person who makes available to the public bid or offer quotes with respect to interests in the Partnership.

(b) The transferor and transferee(s) shall provide such additional written representations as the General Partner reasonably may request.

(c) The General Partner and counsel to the Partnership shall be permitted to rely upon any representations made by the transferor and transferee(s), whether pursuant to 11.2.5(a) or 11.2.5(b) or otherwise, and on written representations from other Partners made prior to or contemporaneously with such proposed Transfer. The General Partner, in its sole discretion, may waive its right to obtain any representations otherwise required by 11.2.5(a).

11.2.6 Other Prohibited Legal Consequences.

No Transfer shall be permitted, and the General Partner shall withhold its consent with respect thereto, if such Transfer or the admission of the transferee to the Partnership as a substituted Limited Partner, would:

(a) Result in a violation of the registration requirements of the Securities Act;

(b) Require the Partnership to register as an investment company under the Investment Company Act;

(c) Result in the Partnership being classified for United States federal income tax purposes as an association taxable as a corporation; or

(d) Result in the Partnership being subject to United States federal income tax at the entity level under Section 7704 of the Code.

11.2.7 Opinion of Counsel.

Any Transfer (other than a Permitted Transfer) otherwise permitted hereunder shall be made only upon receipt by the Partnership of a written opinion of counsel for the Partnership, or of other counsel

reasonably satisfactory to the General Partner, in form and substance satisfactory to the General Partner, as to compliance with 11.2.6 and such other legal matters as the General Partner reasonably may request. The General Partner may waive, in whole or in part, the requirement of an opinion pursuant to this 11.2.7.

11.2.8 Reimbursement of Transfer Expenses.

The transferor of any interest in the Partnership hereby agrees to reimburse the Partnership, at the request of the General Partner, for any expenses reasonably incurred by the Partnership in connection with such Transfer, including the costs of seeking and obtaining the legal opinion required by 11.2.7 or 11.3.1 and any other legal, accounting and miscellaneous expenses ("**Transfer Expenses**"), whether or not such Transfer is consummated. At its election, and in any event if the transferor has not reimbursed the Partnership for any Transfer Expenses incurred by the Partnership in preparing for or consummating a proposed or completed Transfer within 15 days after the General Partner has delivered to such Partner written demand for payment, the General Partner may seek reimbursement from the transferee of such interest. If the transferee does not reimburse the Partnership for such Transfer Expenses within a reasonable time (or, in the case of a Transfer not consummated, the prospective transferor does not reimburse the Partnership within a reasonable time), the General Partner may charge the transferor's or transferee's Capital Account (as applicable) with such Transfer Expenses. For avoidance of doubt, Transfer Expenses shall include the additional accounting, tax preparation and other administrative expenses reasonably incurred (or to be incurred) by the Partnership in the case of a Transfer that results in tax basis adjustments to be made by the Partnership under Section 743 of the Code or related provisions. In the case of a Transfer that is expected to result in future expenses of the type described in the preceding sentence, the General Partner may estimate the amount of such expenses in good faith, and such estimate shall be final.

11.3 ADMISSION OF SUBSTITUTED LIMITED PARTNERS.

11.3.1 General.

Any transferee of a limited partner interest in the Partnership transferred in accordance with the provisions of this Article 11 shall be admitted as a substituted Limited Partner only with the General Partner's written consent, which consent may be withheld for any reason or for no reason (except that such consent shall not be unreasonably withheld in the case of any Transfer to an Affiliate made in accordance with 11.2), and upon such transferee's execution of a counterpart to this Agreement, without the consent of any other Partner being required. Without the written consent of the General Partner to such substitution and the written opinion of counsel required by 11.2.7 (or waiver thereof by the General Partner) or, in the case of a Permitted Transfer, the opinion that would have been required by 11.2.7 except for the exclusion of Permitted Transfers from that requirement no transferee of a Partnership interest shall be admitted as a substituted Limited Partner.

11.3.2 Effect of Admission.

The transferee of an limited partner interest in the Partnership transferred pursuant to this Article 11 that is admitted to the Partnership as a substituted Limited Partner shall succeed to the rights and liabilities of the transferor Limited Partner with respect to such interest and, after the effective date of such admission, the Subscription, Contribution and Capital Account of the transferor shall become the Subscription, Contribution and Capital Account, respectively, of the transferee, to the extent of the interest transferred. If a transferee is not admitted to the Partnership as a substituted Limited Partner, (a) such transferee shall have no right to participate with the Limited Partners in any votes taken or consents granted or withheld by the Limited Partners hereunder, and (b) the transferor or, in the case of a Permitted Transfer, the estate, legal representative, or other successor of the original owner, shall remain liable to the Partnership for all contributions and other amounts payable with respect to the transferred interest to the same extent as if no Transfer had occurred.

11.3.3 Non-Compliant Transfer.

If a Transfer has been proposed or attempted but the requirements of this Article 11 have not been satisfied, the General Partner shall not admit the purported transferee as a substituted Limited Partner but, to the contrary, shall use its reasonable best efforts to ensure that the Partnership (a) continues to treat the transferor as the sole owner of the interest in the Partnership purportedly transferred, (b) makes no distributions to the purported transferee and (c) does not furnish to the purported transferee any tax or financial information regarding the Partnership. The General Partner shall also use its reasonable best efforts to ensure that the Partnership does not otherwise treat the purported transferee as an owner of any interest in the Partnership (either legal or equitable), unless required by law to do so. The Partnership shall be entitled to seek injunctive relief to the fullest extent permitted by law, at the expense of the purported transferor, to prevent any such purported Transfer.

11.4 MULTIPLE OWNERSHIP.

If any Transfer results in multiple ownership of any Limited Partner's interest in the Partnership, the General Partner may require one or more trustees or nominees to be designated as representing a portion of or the entire interest transferred for purposes of (a) receiving all notices which may be given, and all payments which may be made, under this Agreement and (b) exercising all rights which the transferor as a Limited Partner has pursuant to the provisions of this Agreement.

11.5 NO WITHDRAWAL RIGHTS.

No Partner shall have the right to withdraw from the Partnership, to withdraw its capital and profits from the Partnership, or to demand and receive any Partnership property in exchange for its interest in the Partnership, unless approved in advance by the General Partner in writing, which approval may be granted or withheld in the General Partner's sole discretion for any reason or for no reason.

ARTICLE 12 — EXCULPATION AND INDEMNIFICATION

12.1 EXCULPATION.

12.1.1 General.

No Covered Person shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any investment or any other action or omission of such Covered Person if (a) such Covered Person acted in good faith and reasonably believed that such course of conduct was in, or not opposed to, the best interest of the Partnership; (b) such conduct did not constitute an intentional and material breach of this Agreement by the Partnership or the General Partner; and (c) such conduct did not constitute fraud, gross negligence, intentional misconduct or a felony. For purposes of this Article 12, "**Covered Person**" shall mean the General Partner (including without limitation the General Partner acting as Partnership Representative or as liquidator), the Management Company, the members of the General Partner and the Management Company, each officer, director, manager and member or partner of the members of the General Partner and the Management Company, and each partner, member, stockholder, officer, director, manager, trustee, employee, agent or Affiliate of any of the foregoing. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Partnership or any Partner otherwise existing at law or in equity or otherwise, are agreed by the Partners to replace such other duties and liabilities of such Covered Person. A Covered Person shall not be liable to any Limited Partner in connection with taxes, interest or similar or related governmental fees or charges imposed upon such Limited Partner by virtue of the Partnership's activities, regardless of any undertaking, whether in this Agreement or otherwise, by the Partnership or the General Partner (or any other Covered Person), to prevent such taxes, interest or similar

or related governmental fees or charges. This 12.1.1 is intended solely to limit the liability of Covered Persons and shall in no event be interpreted to impose liability that would not exist in the absence of this 12.1.1.

12.1.2 Activities of Others.

No Covered Person shall be liable to the Partnership or any Partner for the negligence, whether by action or omission, dishonesty or bad faith of any third party (to the extent such third party is not an Affiliate of the Covered Person) retained in good faith and after ordinary due diligence by such Covered Person.

12.1.3 Liquidator.

No Person other than the General Partner that serves as liquidator pursuant to Article 10 shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any action or omission of such Person, *provided that* such Person acted in good faith and reasonably believed that such course of conduct was in, or was not opposed to, the best interest of the Partnership.

12.2 INDEMNIFICATION.

12.2.1 General.

To the fullest extent permitted by law, the Covered Persons, each liquidator and each partner, member, stockholder, director, officer, manager, trustee, employee, agent and Affiliate of any of the foregoing (each, an "**Indemnitee**") shall be indemnified, subject to the other provisions of this Agreement, by the Partnership (only out of Partnership assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) relating directly or indirectly to the Partnership or its affairs, to which the Indemnitee may be made a party or otherwise involved or with which the Indemnitee shall be threatened, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, the General Partner, a Covered Person, a liquidator, a partner, member, stockholder, director, officer, manager, trustee, employee, agent or Affiliate of any of the foregoing, or a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent of any other organization in which the Partnership directly or indirectly owns or has owned an interest or of which the Partnership directly or indirectly is or was a creditor, which other organization the Indemnitee serves or has served as a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent at the request of the Partnership (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened), or by reason of actions or omissions taken or suffered in any such capacity.

12.2.2 Effect of Judgment.

An Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (a) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in, or not opposed to, the best interests of the Partnership; (b) to have intentionally and materially breached this Agreement; or (c) to have committed fraud or a felony or acted with gross negligence or intentional misconduct.

12.2.3 Effect of Settlement.

In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement except for matters as to which the Partnership is advised by counsel (who may be counsel regularly retained to represent the Partnership) that the Person seeking indemnification, in the opinion of counsel: (a) did not act in good faith and in the reasonable belief that such Person's action was in, or not opposed to, the best interest of the Partnership; (b) intentionally and materially breached this Agreement; or (c) committed fraud or a felony or acted with gross negligence or intentional misconduct.

12.2.4 Advance Payment of Expenses.

Except in the case of claims brought by a majority in interest of the Limited Partners alleging non-indemnifiable conduct, the Partnership shall pay the expenses incurred by an Indemnitee in connection with any such action, suit or proceeding, or in connection with claims arising in connection with any potential or threatened action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an enforceable undertaking by such Indemnitee to repay such payment if the Indemnitee shall be determined to be not entitled to indemnification for such expenses pursuant to this Article 12.

12.2.5 Insurance.

The General Partner may cause the Partnership to purchase and maintain insurance, at the expense of the Partnership, to the extent that the General Partner determines that reasonable coverage is available at reasonable cost, for the protection of any Indemnitee or potential Indemnitee against any liability incurred in any capacity which results in such Person being an Indemnitee (provided that such Person is serving in such capacity at the request of the Partnership or the General Partner), whether or not the Partnership has the power to indemnify such Person against such liability. The General Partner may purchase and maintain insurance on behalf of and at the expense of the Partnership for the protection of any officer, director, manager, employee or other agent of any other organization in which the Partnership directly or indirectly owns an interest or of which the Partnership directly or indirectly is a creditor against similar liabilities, whether or not the Partnership has the power to indemnify any Person against such liabilities.

12.2.6 Successors.

The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

12.2.7 Rights to Indemnification from Other Sources.

The rights to indemnification and advancement of expenses conferred in this 12.2 shall not be exclusive and shall be in addition to any rights to which any Indemnitee may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement. As between the Partnership, the General Partner and the Management Company in the case of potentially overlapping indemnification obligations with respect to any Indemnitee, the Partners intend that, to the maximum extent permitted by law, the obligations of the Partnership shall be primary and the obligations of the General Partner and, if applicable, the Management Company shall be secondary (or tertiary).

12.2.8 Discretionary Limitation by General Partner.

Notwithstanding 12.2.1, the General Partner in its sole discretion may limit or eliminate indemnification payments that otherwise would be made by the Partnership to any Indemnitee *other than* a liquidator.

12.3 LIMITATIONS.

If any Covered Person or Indemnitee or the Partnership itself is subject to any federal or state law, rule or regulation which restricts the extent to which any Person may be exonerated or indemnified by the Partnership, the exoneration provisions set forth in 12.1 and the indemnification provisions set forth in 12.2 shall be deemed to be amended, automatically and without further action by the Partners, to the minimum extent necessary to conform to such restrictions. In addition, no Covered Person or Indemnitee shall be indemnified with respect to any internal dispute among partners, members, stockholders, directors, officers, managers, trustees, employees, consultants or agents of the General Partner.

ARTICLE 13 - AMENDMENTS, VOTING AND CONSENTS

13.1 AMENDMENTS.

13.1.1 Consent of Partners.

Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived, modified, amended, or deleted during or after the term of the Partnership, with the prior written consent of the General Partner and a majority-in-interest of the Limited Partners; *provided, however,* that any provision of this Agreement requiring the written vote or consent of a greater percentage in interest of the Limited Partners may be waived, modified, amended or deleted only with the vote or written consent of the General Partner and such greater percentage in interest of the Limited Partners as is required by such provision.

13.1.2 Amendments Affecting Partners' Economic Rights.

No amendment shall (i) increase the Subscription of any Partner, (ii) dilute the relative interest of any Limited Partner with respect to other Limited Partners in the profits or capital of the Partnership or in allocations or distributions attributable to the ownership of such interest, or (iii) increase the liability of any Limited Partner beyond the liability of such Limited Partner expressly set forth in this Agreement or otherwise adversely modify or affect the limited liability of such Limited Partner, in each case without the prior written consent of such Partner. This 13.1.2 shall not be amended without the unanimous consent of all Partners.

13.1.3 Notice of Amendments.

The General Partner shall furnish copies of any amendments to this Agreement to all Partners other than changes in the List of Partners made pursuant to 3.1 or deemed amendments pursuant to 3.2.4, which shall not require the consent of or notice to any Limited Partner. Any Partner may obtain a current List of Partners upon written request to the General Partner.

13.1.4 Corrective Amendments.

Notwithstanding the other provisions of this Article 13, the General Partner, without the consent of any other Partner, may amend any provisions of this Agreement (a) to add to the duties or obligations of the General Partner or surrender any right granted to the General Partner herein; (b) to cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct any printing, stenographic or clerical errors or omissions in order that this Agreement shall accurately reflect the agreement among the Partners; and (c) to revise the List of Partners to provide or change any necessary information regarding any Partner or substituted Limited Partner; *provided, however,* that no amendment shall be made pursuant to this 13.1.4 unless the General Partner reasonably shall have determined that such amendment will not (1) subject any Limited Partner to any material adverse economic consequences or (2) alter or waive in any material respect the duties and obligations of the General Partner to the Partnership or the Limited Partners.

13.2 VOTING AND CONSENTS.

Whenever action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners, such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners whose Subscriptions represent the specified percentage of the aggregate Subscriptions of all Limited Partners at the time. Similarly, whenever action is required by this Agreement to be taken by a specified percentage in interest of a specified class or group of Limited Partners, such action shall be deemed to be valid if taken upon the vote or written consent of those Limited Partners of such class or group whose Subscriptions represent the specified percentage of the aggregate Subscriptions of all Limited Partners of such class or group at that time. Except as expressly provided herein, no class of, or enumerated category of, Limited Partners shall be entitled to vote or

consent separately as a class with respect to any matter. For these purposes, (a) a majority-in-interest shall mean a percentage in interest in excess of 50%, and Defaulting Partners, if any, and non-voting interests, if any, shall not be taken into account. Any interest as a Limited Partner held by the General Partner or any Affiliate of the General Partner, or by any Defaulting Partner, shall be deemed a non-voting interest.

13.3 SAVINGS CLAUSE.

If the Partnership is exempt from registration under the Investment Company Act by virtue of Section 3(c)(1) of such Act and, following the admission to the Partnership of a Limited Partner that is an "investment company" within the meaning of the Investment Company Act or an entity that would be an "investment company" but for the exceptions provided for in Sections 3(c)(1) or 3(c)(7) of the Investment Company Act, such Limited Partner's Subscription becomes greater than 9.99% of the aggregate of the Subscriptions of the Limited Partners excluding Limited Partners whose interests are, in whole or in part, non-voting interests (or such other percentage as is set forth in Section 3(c)(1) for purposes of "looking through" an entity) by virtue of a reduction in the aggregate of the Subscriptions of the other Limited Partners, the portion of the interest in the Partnership held by such Limited Partner in excess of such percentage shall constitute a non-voting interest to the extent of such excess above 9.99% (or such permissible percentage).

ARTICLE 14 — ADMINISTRATIVE PROVISIONS

14.1 KEEPING OF ACCOUNTS AND RECORDS; CERTIFICATE OF LIMITED PARTNERSHIP.

14.1.1 Accounts and Records.

At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership. Such books of account shall be kept on the accrual method of accounting. The General Partner shall also maintain: (a) an executed copy of this Agreement (and any amendments hereto); (b) the Certificate (and any amendments thereto); (c) executed copies of any powers of attorney pursuant to which any document described in clause (a) or (b) has been executed by the Partnership; (d) the List of Partners and a current list of the taxpayer identification number, if any, of each Partner; (e) copies of all tax returns filed by the Partnership for each of the prior three years; and (f) all financial statements of the Partnership for each of the prior three years. These books and records shall at all times be maintained at the principal office of the Partnership (while such office is maintained).

14.1.2 Certificate of Limited Partnership.

The General Partner shall file for record with the appropriate public authorities and, if required, publish the Certificate and any amendments thereto.

14.2 INSPECTION RIGHTS.

At any time, each Limited Partner, or a designee thereof, at its own expense and for any purpose reasonably related to such Limited Partner's interest in the Partnership may, subject to 14.8.7, (a) fully examine and audit the Partnership's books, records, accounts and assets, including bank account balances, and (b) examine, or request that the General Partner furnish, such additional information as is reasonably necessary to enable the requesting Partner to review the state of the investment activities of the Partnership, provided that the General Partner can obtain such additional information without unreasonable effort or expense. Any such examination or audit shall be made (1) only upon five days' prior written notice to the General Partner, (2) during normal business hours, and (3) without undue

disruption. Notwithstanding the foregoing, the General Partner shall have the benefit of the confidential information provisions of Section 17-305(b) of the Delaware Act.

14.3 FINANCIAL REPORTS.

14.3.1 Annual Financial Statements.

The General Partner shall use its best efforts (subject to the timely receipt of financial statements and tax information from the Company) to transmit to each Partner, within 120 days after the close of each fiscal year, the financial statements of the Partnership for such fiscal year. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles consistently applied in accordance with the terms of this Agreement; and shall include a balance sheet, statement of income and loss, and statement of cash flows, which shall be audited by a qualified firm of independent public accountants. In addition, each Partner shall be provided with a statement of its year-end Capital Account balance and a statement of changes in such balance since the prior year. Notwithstanding the foregoing or any provision of this Agreement to the contrary, it is agreed and understood by the Partners that the Partnership shall not be required to consolidate (or otherwise combine, including, without limitation, by the equity method of accounting) its financial results with those of the Company whether or not U.S. generally accepted accounting principles would require such consolidation (or other form of combination).

14.3.2 Annual Tax Information.

The General Partner shall use its best efforts (subject to the timely receipt of financial statements from the Company) to transmit to each Partner, as soon as reasonably practicable (but in any event within 105 days) after the close of each fiscal year, such Partner's Schedule K-1 or an equivalent report indicating such Partner's share of all items of income or gain, expense, loss or other deduction and tax credit of the Partnership for such year, as well as the status of its Capital Account as of the end of such year, and such additional information as such Partner reasonably may request to enable it to complete its tax returns or to fulfill any other reporting requirements, provided that the General Partner can obtain such additional information without unreasonable effort or expense.

14.4 VALUATION.

14.4.1 Valuation by General Partner.

Whenever valuation of Partnership assets or net assets is required by this Agreement, the General Partner shall determine the fair market value thereof in good faith in accordance with this 14.4 and on a basis consistent with the Management Company's valuation policy, as described in its most recent Form ADV Part 2A as then in effect.

14.4.2. Freely Tradable Securities.

The fair market value of any security owned by the Partnership that is a Freely Tradable Security shall be determined as of the close of trading on the date as of which the value is being determined and shall be equal to the last reported trade price of such security on such date, in each case on the exchange where it is primarily traded; or, if such security is not traded on an exchange, such security shall be valued at the average of the last reported sale prices on Nasdaq on such date; or, if such security is not traded on an exchange or reported on Nasdaq, such security shall be valued at the average of the reported closing bid prices (or average of bid prices) on such date, in each case as reported by an established quotation service for over-the-counter securities. For purposes of the preceding sentence, the "last reported" trade price or sale price or "closing" bid price of a security on any trading day shall be deemed to be: (a) with respect to securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, as of 4:00 p.m., New York time, on that day, and (b) for securities listed, traded or quoted on any other exchange, market, system or service, the market price as of the end of the "regular hours" trading period that is generally accepted as such by such

exchange, market, system or service. If, after the date of this Agreement, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value of a security shall be determined as of such other generally accepted benchmark times.

14.4.3 Other Assets.

The General Partner's determination of the fair market value of all other assets of the Partnership shall be based upon all relevant factors, which may include, without limitation: the current financial position and current and historical operating results of the issuer; sales prices of recent public or private transactions in the same or similar securities, including transactions on any securities exchange on which such securities are listed or in the over-the-counter market; general level of interest rates; recent trading volume of the security; restrictions on transfer, including the Partnership's right, if any, to require registration of its securities by the issuer under the securities laws; significant recent events affecting the Company or issuer, including any pending private placement, public offering, pending mergers or acquisitions; the price paid by the Partnership to acquire the asset; and the percentage of the issuer's outstanding securities that is owned by the Partnership.

14.4.4 Goodwill and Intangible Assets.

In determining the fair market value of the assets of the Partnership, no allowance of any kind shall be made for goodwill or the name of the Partnership or of the General Partner, the Partnership's office records, files and statistical data or any intangible assets of the Partnership in the nature of or similar to goodwill. The Partnership's name and goodwill shall, as among the Partners, be deemed to have no value and shall belong to the Partnership, and no Partner shall have any right or claim individually to the use thereof.

14.5 NOTICES.

14.5.1 Delivery.

Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and, if properly addressed to the recipient in the manner required by 14.5.2 and 14.5.3, shall be deemed for purposes of this Agreement to have been delivered: (a) on the date of actual receipt if delivered personally to the recipient; (b) three Business Days after mailing by first class mail, postage prepaid; (c) one Business Day after the date an Electronic Transmission is given in accordance with 14.5.2; or (d) one Business Day after deposit with a reputable overnight courier service.

14.5.2 Electronic Notices.

(a) Without limiting the manner by which notice otherwise may be given effectively to Partners pursuant to 14.5.1, any notice to Partners given by the Partnership or the General Partner under any provision of this Agreement, shall be effective if given by a form of Electronic Transmission.

(b) Notice given pursuant to subsection (a) of this 14.5.2 shall be deemed delivered one Business Day after: (1) if by facsimile telecommunication, the date on which it is directed to the facsimile number set forth or set forth under its name or its signature page hereto, or to such other facsimile number as the addressee previously may have specified by written notice given to the other parties in the manner contemplated by 14.5.1; (2) if by electronic mail, the date on which it is directed to the electronic mail address which the addressee has set forth or specified as set forth in the preceding clause; (3) if by a posting on the electronic network together with separate notice to the Partner of such specific posting, the later of (A) the date of such posting and (B) the delivery of such separate notice determined in accordance with 14.5.1; and (4) if by any other form of Electronic Transmission, the date on which it is directed to the Partner.

(c) For purposes of this Agreement, "**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.

(d) Each Partner hereby consents to receive notices by Electronic Transmission at the facsimile number or e-mail address, or both, set forth under its name on its signature page hereto.

14.5.3 Addresses for Non-Electronic Notices.

A non-electronic document shall be deemed to be properly addressed, if to the Partnership or the General Partner at 405 Lexington Avenue, 32nd Floor, New York, NY 10174 or to any Limited Partner, if addressed to such Person at such Person's address as set forth in the List of Partners, or, in either case, to such other address or addresses as the addressee previously may have specified by written notice given to the other parties in the manner contemplated by 14.5.1.

14.6 ACCOUNTING PROVISIONS.

14.6.1 Fiscal Year.

The fiscal year of the Partnership shall be the calendar year or, if the Partnership is required to use a different year as its taxable year for federal income tax purposes, such other year. The General Partner shall provide prompt notice of any change in fiscal year to the Limited Partners.

14.7 TAX PROVISIONS.

14.7.1 Classification as Partnership.

The General Partner (a) shall not cause or permit the Partnership to elect (1) to be excluded from the provisions of Subchapter K of Chapter 1 of the Code or (2) to be treated as a corporation for federal income tax purposes or (3) to be treated as an "electing large partnership" as defined in Section 775 of the Code; (b) shall cause the Partnership to make any election reasonably determined to be necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for federal income tax purposes; (c) shall cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for federal income tax purposes; and (d) shall not take any action that would be inconsistent with the treatment of the Partnership as a partnership for such purposes.

14.7.2 Partnership Representative; Partner Tax Information

Each Limited Partner acknowledges and agrees: (i) the General Partner shall be designated the "partnership representative" within the meaning of Section 6223(a) of the Code (the "Partnership Representative") and the General Partner shall be authorized to take any actions necessary under Treasury Regulations or other guidance to cause the General Partner to be designated as such; (ii) the Partnership and each Partner (including any former Partner) shall be bound by the actions taken by the Partnership Representative, as described in Section 6223(b) of the Code; (iii) the Partners consent to the election set forth in Section 6226(a) of the Code and agree to take any action, and furnish the General Partner with any information necessary to give effect to such election, as required by such Code Section and applicable Treasury Regulations or other administrative advice; (iv) any imputed underpayment imposed on the Partnership pursuant to Section 6232 of the Code (and any related interest, penalties or other additions to tax) that the General Partner reasonably determines is attributable to one or more Partners (including any former Partner) shall be, in the General Partner's sole discretion either (A) treated as a Tax Liability subject to the provisions of 7.4.1 or (B) promptly paid by such Partners (pro rata in proportion to their respective shares of such underpayment) within fifteen (15) days following the General Partner's request for payment (and any failure to pay such amount shall result in a subsequent reduction in distributions otherwise payable to such Partner plus interest on such amount calculated at the Prime Rate plus two

percent (2%) and/or shall constitute an event of default subject to the terms of 6.2.2); provided, that in making the determination of which Partners (including former Partners) any such imputed underpayment is attributable to, the General Partner will allocate any imputed underpayment imposed on the Partnership (and any related interest, penalties, additions to tax and audit costs) among the Partners in good faith taking into account each Partner's particular status, including, for the avoidance of doubt, a Partner's tax-exempt or non-United States status); and (v) the General Partner in its capacity as Partnership Representative shall be treated as a "Covered Person." Any references to Sections of the Code set forth in this 14.7.2 refer to those Sections as in effect for fiscal years of the Partnership beginning after December 31, 2017 (or if the effective date of Section 1101 of the Bipartisan Budget Act of 2015 is extended, such later extended date). The General Partner, in its capacity as the Partnership Representative, shall be authorized to take any of the foregoing actions (or any similar actions), to the extent necessary to allow the Partnership to comply with the partnership audit provisions of the Bipartisan Budget Act of 2015. Regarding the potential obligation of a former Partner under this 14.7.2, the following shall apply: (A) each Partner agrees that notwithstanding any other provision in this Agreement if it is no longer a Partner it shall nevertheless be obligated for any responsibilities under this 14.7.2 as if it were a Partner at the time of demand hereunder; (B) the General Partner will use commercially reasonable efforts to collect any amounts owed by any such former Partner; and (C) the General Partner will not consent to the transfer of interest of any Limited Partner unless the transferee receiving such interest agrees that in the event the transferor of such interest does not fulfill its obligation under the preceding clause (A) within twenty (20) business days following written demand by the General Partner, such transferee shall be jointly and severally liable with such transferor for such obligation and the General Partner may thereafter treat the transferee as the relevant Partner for purposes of this 14.7.2. The General Partner will provide prompt written notification to each Limited Partner in the event of any audit of the Partnership by the United States Internal Revenue service.

Each Partner shall provide to the Partnership upon request such information or forms which the General Partner may reasonably request with respect to the Partnership's compliance with applicable tax laws.

14.7.3 Section 1045 Rollovers.

Each Limited Partner agrees that (a) with respect to its limited partner interest, it will not require the Partnership to elect, and the Partnership shall not be required to elect, the application of Section 1045 of the Code (dealing with rollovers of gains realized on the disposition of "qualified small business stock" as defined in Section 1202 of the Code) or any similar provisions of any state income tax law; (b) without the prior written consent of the General Partner, such Limited Partner will not make any election referred to in the preceding clause (a) if such election would impose on the Partnership or the General Partner any obligation (including, but not limited to, any obligation to furnish information, maintain records or file returns or other documents); and (c) the Partnership shall not be required to avoid the application of any tax reporting or accounting requirements (including, but not limited to, those relating to the adjustment of the tax basis of any asset of the Partnership or the interest in the Partnership of any Partner) that may be imposed under Section 1045 of the Code, and shall not be required to provide any information necessary to enable such Limited Partner to comply with or elect the application of Section 1045 of the Code, in each case with respect to rollovers of qualified small business stock by the Partnership or by or on behalf of any Partner.

14.7.4 Tax Elections.

Except as otherwise provided in this Agreement, the General Partner in its absolute discretion may make any tax elections on behalf of the Partnership that it deems appropriate. Without limiting the foregoing, the General Partner may make an election under Section 754 of the Code or an election to have the Partnership treated as an "electing investment partnership" for purposes of Section 743 of the Code. If

the General Partner elects to have the Partnership treated as an "electing investment partnership," the other Partners shall cooperate with the General Partner to maintain that status and shall not take any action that would be inconsistent with such election. Upon request, the Partners shall provide the General Partner with any information necessary to allow the Partnership to comply with (a) its obligations to make tax basis adjustments under Section 734 of 743 of the Code or (b) its obligations as an electing investment partnership. Each Limited Partner agrees that it shall not make an election under Section 732(d) of the Code with respect to any property distributed to it by the Partnership without the prior written consent of the General Partner.

14.7.5 Tax Reporting Consistency.

For United States federal, state and local income tax purposes, each Limited Partner shall report the tax items attributable to its participation in the Partnership on its income tax returns in a manner consistent with the tax treatment of such items as reported to it by the Partnership.

14.7.6 FATCA.

Notwithstanding any provision of this Agreement to the contrary, each Partner agrees to provide any information or certifications (including without limitation information about such Partner's direct and indirect owners) that may reasonably be requested by the Partnership to allow the Partnership, or any member of any "expanded affiliated group" (as defined in Section 1471(e)(2) of the Code) to which the Partnership or any entity in which the Partnership owns an interest belongs to (a) enter into, maintain or otherwise comply with the agreement contemplated by Section 1471(b) of the Code, if applicable, (b) satisfy any information reporting requirements imposed by the Foreign Account Reporting Regimes and (c) satisfy any requirements necessary to avoid withholding taxes under the Foreign Account Reporting Regimes with respect to any payments to be received or made by any such entity. Notwithstanding any provision of this Agreement to the contrary, each Partner further agrees that, if such Partner fails to comply with any of the above requirements in a timely manner, such Partner hereby (x) authorizes the General Partner to (1) transfer such Partner's interest in the Partnership to a third party (including, without limitation, an existing Partner) in exchange for the consideration negotiated by the General Partner in good faith for such interest in the Partnership or (2) take any other action the General Partner deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Partnership or any other Partner, (y) agrees to take any steps the General Partner reasonably deems to be necessary to effectuate the foregoing and (z) unless otherwise agreed by the General Partner in writing, indemnifies the Partnership for any loss, cost, expenses, damage, claims or demands (including, but not limited to, any withholding tax, penalties or interest suffered by the Partnership) arising as a result of such Partner's failure to comply with the above requirements in a timely manner.

14.8 GENERAL PROVISIONS.

14.8.1 Power of Attorney.

Each of the undersigned by execution of this Agreement (including by execution of a counterpart signature page hereto) constitutes and appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead, with full power of substitution, to make, execute, sign, acknowledge and deliver or file (a) the Certificate and any other instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Partnership, (b) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Partnership in accordance with the Delaware Act, (c) all other amendments of this Agreement or the Certificate made in accordance with this Agreement including, without limitation, amendments reflecting the addition or substitution of any Partner, or any action of the Partners duly taken pursuant to this Agreement whether or not such Partner

voted in favor of or otherwise approved such action, and (d) any other instrument, certificate or document required from time to time to admit a Partner, to effect its substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners provided for in this Agreement; *provided, however*, that no actions shall be taken by the General Partner under the power of attorney granted pursuant to this 14.8.1 that would have any adverse effect on the limited liability of any Limited Partner. The foregoing grant of authority (1) is a special power of attorney coupled with an interest in favor of the General Partner and as such shall be irrevocable and shall survive the death or disability of a Partner that is a natural person or the merger, dissolution or other termination of the existence of a Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Partner of the whole or any portion of its interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Partner and shall thereafter terminate. This power of attorney may be exercised by such attorney-in-fact for all Limited Partners (or any of them) by a single signature of the General Partner acting as attorney-in-fact with or without listing all of the Limited Partners executing an instrument.

14.8.2 Execution of Additional Documents.

Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents reasonably requested by the General Partner that may be required by laws of the various jurisdictions in which the Partnership conducts its activities, to conform with the laws of such jurisdictions governing limited partnerships.

14.8.3 Binding on Successors.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

14.8.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

14.8.5 Waiver of Partition.

Each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

14.8.6 Securities Law Matters.

Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Partnership interests have not been registered under the Securities Act or under any applicable securities laws of any state or other jurisdiction and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act and any such other applicable securities laws or an exemption from such registration is available.

14.8.7 Confidentiality.

(a) A Limited Partner's rights to access or receive any information about the Partnership or its business including, without limitation, (i) information to which a Limited Partner is provided access pursuant to 14.2, (ii) financial statements, reports and other information provided pursuant to 14.3, (iii) the offering documents for the Partnership, this Agreement, any subscription agreement and any other related agreements or due diligence or other materials, and (iv) information relating to any Fund or the Company (the "**Partnership Information**"), are conditioned on such Limited Partner's willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership

Information will not become publicly available as a result of such Limited Partner's rights to access or receive such Partnership Information, and each Limited Partner agrees not to use Partnership Information other than for purposes of evaluating, monitoring or protecting its investment in the Partnership.

(b) Each Limited Partner acknowledges and agrees that the Partnership Information constitutes a valuable trade secret of the Partnership and agrees to maintain any Partnership Information provided to it, in the strictest confidence and not to disclose the Partnership Information to any person other than to its officers, fiduciaries, employees, agents or consultants who have a business need to know such Partnership Information, who have been informed of the confidential nature of such Partnership Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. Notwithstanding the foregoing, the General Partner consents to the disclosure by any Limited Partner that the General Partner determines is a fund-of-funds or similar entity to such Limited Partner's own equity holders of summary information concerning the Partnership's financial performance and status to the extent necessary to satisfy such Partner's own reporting obligations; *provided, however*, that in each instance such equity holders are, at the time of such disclosure, pursuant to a written agreement or other obligation, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement and such consent shall not be construed to permit disclosure of any information about any Fund or the Company (including, without limitation, the fair market value of the Partnership's direct or indirect interest in the Company). With respect to any Limited Partner, the obligation to maintain the Partnership Information in confidence shall not apply to any Partnership Information (i) that becomes publicly available (other than by reason of a disclosure by a Limited Partner), (ii) the disclosure of which has been consented to by the General Partner in writing, or (iii) the disclosure of which is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before any Limited Partner discloses Partnership Information pursuant to clause (iii), such Limited Partner, to the fullest extent permitted by law, shall promptly, and in any event prior to making any such disclosure, notify the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that, if time permits, the General Partner may seek a protective order or other remedy to protect the confidentiality of the Partnership Information or waive compliance with this Agreement. Such Limited Partner, to the fullest extent permitted by law, shall also consult with the General Partner on the advisability of taking steps to eliminate or narrow the requirement to disclose the Partnership Information and shall otherwise cooperate with the efforts of the General Partner to obtain a protective order or other remedy to protect the Partnership Information. If a protective order or other remedy cannot be obtained, such Limited Partner, to the fullest extent permitted by law, shall disclose only that Partnership Information that its counsel advises in writing (a copy of which writing shall also be delivered to the Partnership) that it is legally required to disclose.

(c) Each Limited Partner shall, to the fullest extent permitted by law, promptly inform the General Partner if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Partnership Information other than as contemplated by 14.8.7(a) or disclose Partnership Information in violation of the confidentiality restrictions in 14.8.7(b).

(d) Notwithstanding any other provision of this Agreement, with the exception of the Schedule K-1 or equivalent report to be provided to each Partner pursuant to 14.3.2, the General

Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement or the Delaware Act if: (i) the Partnership or the General Partner is required by law or by agreement with a third party to keep such Partnership Information confidential; (ii) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership, the conduct of the affairs of the Partnership, any Fund or the Company (which may include a determination by the General Partner that such Limited Partner (or any of its equity holders) is disclosing or may disclose such Partnership Information (or may be compelled to disclose such Partnership Information) or has not indicated a willingness to protect Partnership Information from being disclosed (or compelled to be disclosed) and that the potential of such disclosure by such Limited Partner (or any of its equity holders) is not in the best interest of the Partnership or could damage the Partnership, the conduct of the affairs of the Partnership, any Fund or the Company) or (iii) such Limited Partner has notified the General Partner of its election not to have access to, or to receive such Partnership Information.

(e) The Limited Partners acknowledge and agree that: (i) the Partnership or the General Partner and its partners may acquire confidential information related to third parties (*e.g.*, a Fund or the Company) that pursuant to fiduciary, contractual, legal or similar obligations cannot be disclosed to the Limited Partners; and (ii) neither the Partnership, nor the General Partner and its partners shall be in breach of any duty under this Agreement, the Delaware Act or other applicable law in consequence of acquiring, holding or failing to disclose such information to a Limited Partner so long as such obligations were undertaken in good faith.

(f) The General Partner shall not use the name or identifying information of any Limited Partner in any written marketing or advertising materials without first obtaining the prior written consent of such Limited Partner, which may be withheld in the Limited Partner's sole discretion.

(g) In addition to any other remedies available at law, the Partners agree that, to the fullest extent permitted by law, the Partnership shall be entitled to seek equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in 14.8.7(a) and 14.8.7(b). Furthermore, each Limited Partner agrees to indemnify the Partnership and each Covered Person against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Partnership or any such Covered Person in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Partnership or any such Covered Person may be made a party or otherwise involved or with which the Partnership or any such Covered Person shall be threatened, by reason of the Limited Partner's breach of its obligations set forth in 14.8.7(a) and/or 14.8.7(b).

(h) Each Limited Partner agrees, except to the extent prohibited by court order or regulatory action, to cooperate with such procedures and restrictions as may be developed by the General Partner from time to time in connection with the disclosure of non-public information concerning the General Partner and the Partnership, including without limitation information concerning a Fund and the Company, as determined by the General Partner to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the General Partner, the Partnership, the Limited Partners, a Fund and the Company, including securities laws and regulations.

(i) Each Limited Partner acknowledges and agrees that the General Partner may consider the different circumstances of Limited Partners with respect to the restrictions and obligations imposed on Limited Partners in this 14.8.7 and the provision of information under this Agreement, and the General Partner in its sole and absolute discretion may agree to waive or modify any of such restrictions and/or obligations with respect to a Limited Partner with the consent of such Limited Partner and without the consent of any other Person. Each Limited Partner further acknowledges and agrees that any such agreement by the General Partner with a Limited Partner to waive or modify any of the restrictions and/or obligations imposed by this 14.8.7 (or to withhold Partnership Information) shall not constitute a breach of any duty stated or implied in law or in equity to any Limited Partner, regardless of whether different agreements are reached with different Limited Partners.

(j) Notwithstanding anything in this Agreement to the contrary, to avoid the application of Treasury Regulation Section 1.6011-4(b)(3), each Limited Partner (and any employee, representative, or other agent of such Limited Partner) may disclose to any and all Persons, without limitation of any kind, the U.S. federal tax treatment and tax structure of the Partnership or any transactions contemplated by the Partnership, it being understood and agreed, for this purpose (i) the name of, or any other identifying information regarding (A) the Partnership or any existing or future investor (or any Affiliate thereof) in the Partnership, or (B) any investment or transaction entered into by the Partnership, (ii) any performance information relating to the Partnership or its investments, or (iii) any performance or other information relating to other investments sponsored by the General Partner or its Affiliates does not constitute such tax treatment or structure information.

(k) To the fullest extent permitted by law, the provisions of this 14.8.7 shall survive the withdrawal of any Partner from the Partnership or the Transfer of any Partner's interest in the Partnership and shall be enforceable against such Partner after such withdrawal or Transfer.

(l) Notwithstanding anything to the contrary, nothing in this Agreement (including, without limitation, the other provisions of this 14.8.7) prohibits any Limited Partner from reporting possible violations of federal or state law or regulation to any governmental agency or entity or self-regulatory organization (including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General), cooperating with any such governmental agency or entity or self-regulatory organization in connection with any such possible violation, making other disclosures or taking other actions that are protected under the whistleblower provisions of federal or state law or regulation, or receiving any award for information provided to any such governmental agency or entity or self-regulatory organization, in each case without any notice to or authorization from the General Partner.

14.8.8 Contract Construction; Headings; Counterparts; Sole Discretion.

Whenever the context of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act or any other statute shall be deemed to refer to such sections or provisions as they may be amended after the date of this Agreement. Captions in this Agreement are for convenience only and do not define or limit any term of this Agreement. It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed

against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement or amendment, as the case may be. An executed counterpart of a signature page to this Agreement delivered by facsimile or .pdf format via Electronic Transmission shall be binding in the same manner as a manually executed counterpart delivered in person. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14.8.9 Entire Agreement; Side Letters.

This Agreement, together with the related subscription agreements and any other written agreement between the General Partner, on behalf of the Partnership, and any Limited Partner, shall constitute the entire agreement and understanding among all the parties hereto with respect to the subject matter hereof. The parties acknowledge that notwithstanding any other provision of this Agreement or any subscription agreement, it is hereby acknowledged and agreed that the General Partner, on its own behalf or on behalf of the Partnership, and without the approval of any Person, may enter into a side letter or similar agreement to or with one or more Limited Partners that has the effect of establishing rights under, or altering or supplementing the terms hereof or of any subscription agreement with respect to such Limited Partners. The parties agree that any terms contained in a side letter or similar agreement with a Limited Partner shall govern with respect to such Limited Partner notwithstanding the provisions of this Agreement or any subscription agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Limited Partnership Agreement of Lead Edge Partners Opportunity XXII, LP as of the day, month and year first above written.

GENERAL PARTNER:

LEPO XXII ADVISORS, LLC

By:___________________________________
Name: Mitchell H. Green
Authorized Person

LIMITED PARTNERS:

By: LEPO XXII Advisors, LLC attorney-in-fact pursuant to powers of attorney set forth in subscription agreements with the Limited Partners

By: ___________________________________
Name: Mitchell H. Green
Authorized Person

WITHDRAWING LIMITED PARTNER:

____
Mitchell H. Green

APPENDIX I

LEAD EDGE PARTNERS OPPORTUNITY XXII, LP
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both singular and plural forms of the terms so defined). Additional defined terms are set forth in the provisions of this Agreement to which they relate.

Affiliate	With respect to the Person to which it refers, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such subject Person; *provided that* each member of the General Partner and the Management Company, and any Affiliate of any such Person, shall be deemed an Affiliate of the General Partner and the Management Company.
Agreement	As set forth in the Preamble.
Allocation Hurdle	With respect to any Limited Partner other than any LEC III & LEC IV Partner or any LEC Advisory Board Partner and as of any time, an amount equal to either of (i) 150% of such Limited Partner's Contribution or (ii) if lesser, the amount that, if distributed to such Limited Partner together with an amount equal to such Limited Partner's Contributions not previously returned pursuant to 7.2.2(a), would provide such Limited Partner with an internal rate of return equal to 25%. With respect to any LEC III & LEC IV Partner or any LEC Advisory Board Partner and as of any time, an amount equal to the greater of (i) 150% of such Limited Partner's Contribution and (ii) the amount that, if distributed to such Limited Partner together with an amount equal to such Limited Partner's Contributions not previously returned pursuant to 7.2.2(a), would provide such Limited Partner with an internal rate of return equal to 20%.
Anti-Money Laundering Laws	As set forth in 3.2.4(a).
Apportioned Net Gain or Loss	As set forth in 8.2.1.
Business Day	Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in the City of New York, are required by law to remain closed.
Capital Account	As set forth in 8.1.1.
Carried Interest	The General Partner's share of the profits and losses and distributions of the Partnership other than the share that is attributable to its Subscription. For clarity, the Carried Interest consists of distributions to the General Partner pursuant to 7.2.2(b)(i), 7.2.2(c)(i), Tax Distributions with respect thereto, and corresponding allocations of Cumulative Net Gain.

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Carried Interest Allocations	With respect to any Limited Partner, the portion of such Limited Partner's Apportioned Net Gain or Loss that is allocated to the General Partner pursuant to 8.2.2 or 8.2.3.
Carried Interest Distributions	With respect to any Limited Partner, the portion of such Limited Partner's Pro Rata Share of Proceeds that is distributed to the General Partner pursuant to 7.2.2(b)-(e).
Cause Event	Means (i) the criminal indictment (including a plea of no contest) in a U.S. federal or state court of competent jurisdiction of the General Partner or Mitchell H. Green of (A) a felony, (B) a violation of the federal securities laws, or (C) a violation of any other statute involving intentional fraud, misappropriation or embezzlement; (ii) the entering by a U.S. federal or state court of competent jurisdiction of an injunction prohibiting the General Partner from acting as the general partner of the Partnership; (iii) the bankruptcy or insolvency of the General Partner; or (iv) the committing of common law fraud, bad faith, recklessness, a material breach of this Agreement, gross negligence or willful misconduct in connection with the performance of the General Partner or Mitchell H. Green of their obligations under this Agreement or common law fraud, bad faith, recklessness, a material breach of this Agreement, gross negligence or willful misconduct in connection with the performance of the General Partner's or Mitchell H. Green's respective duties on behalf of the Partnership or the Company (if any); *provided that* in the case of a material breach of this Agreement, the General Partner or Mitchell H. Green, as the case may be, will have 30 days in which to cure such breach by means of written approval (not to be unreasonably withheld) of the cure by two-thirds in interest of the Limited Partners.
Certificate	As set forth in the Preamble.
Code	The United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.
Company	Tencent Music Entertainment Group, and its successors and Affiliates.
Contribution	With respect to any Partner at any time, the aggregate amount of capital contributions made to the Partnership by such Partner, adjusted in accordance with the other provisions of this Agreement including, without limitation, 6.2.3 (relating to the imposition of a Default Charge).
Covered Person	As set forth in 12.1.1.
Cumulative Net Gain	With respect to any Limited Partner and as of any time, the excess, if any, of (a) such Limited Partner's Apportioned Net Gain from the inception of the Partnership through and including such time (excluding any such Apportioned Net Gain allocated to such Limited Partner pursuant to 8.2.2(a)) over (b) such Limited Partner's Apportioned Net

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Loss over that period.

Default Charge	As set forth in 6.2.3.
Default Rate	As set forth in 6.2.1.
Defaulting Partner	As set forth in 6.2.2.
Delaware Act	As set forth in 2.1.
Delayed Payment Interest	Partnership income attributable to interest paid by any Partner pursuant to 7.4.3 (relating to Tax Liability).
Distribution Hurdle	As of any time of determination and with respect to any Limited Partner other than any LEC III & LEC IV Partner or any LEC Advisory Board Partner, an amount of distributions equal to: (i) 250% of such Limited Partner's Contributions as of such time, OR (ii) if lesser, the amount necessary to provide such Limited Partner with an internal rate of return equal to 25% as of such time. As of any time of determination and with respect to any LEC III & LEC IV Partner or any LEC Advisory Board Partner, an amount of distributions equal to the greater of (i) 250% of such Limited Partner's Contributions as of such time, and (ii) the amount necessary to provide such LEC III & LEC IV Partner or any LEC Advisory Board Partner with an internal rate of return equal to 20% as of such time.
Electronic Transmission	As set forth in 14.5.2(c).
First Tier Carry Amount	As set forth in 7.2.2(b).
First Tier Carry Percentage	With respect to each LEC Advisory Board Partner, if such Partner's proportionate interest in the Partnership does not exceed such Partner's proportionate interest in LEC III or LEC IV (as applicable, based on relative subscriptions), 0%, and if such Partner's proportionate interest in the Partnership exceeds such Partner's proportionate interest in LEC III or LEC IV (as applicable, based on relative subscriptions), 10% multiplied by a fraction, the numerator of which is such excess subscription amount and the denominator of which is such Partner's total Subscription; and with respect to all other Limited Partners, 10%.
Foreign Account Reporting Regimes	The Foreign Account Tax Compliance provisions enacted as part of the U.S. Hiring Incentives to Restore Employment Act and codified in Sections 1471 through 1474 of the Code and any successor provisions, and all rules, regulations and other guidance issued thereunder, and all administrative and judicial interpretations thereof; any intergovernmental agreements between the United States and any jurisdiction relating to such Code sections, and any laws, rules or regulations pursuant to such an agreement; and any legislation, regulations or guidance enacted in any jurisdiction, or any intergovernmental agreements between any two or

more jurisdictions, which seeks to implement similar tax reporting and/or withholding tax regimes, including the Organization for Economic Co-operation and Development Standard for Automatic Exchange of Financial Account Information for Tax Matters – the Common Reporting Standard and any associated legislation, regulations or guidance.

Freely Tradable Security Any security that satisfies the following conditions:

(a) The Partnership's entire holding of such securities can be immediately sold by the Partnership to the general public without the necessity of any applicable government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or Section 13 or 16 of the Securities Exchange Act of 1934, as amended), and

(b) Such securities are either listed on a national securities exchange or carried on Nasdaq and market quotations are readily available for such security.

If only a portion of the Partnership's holdings of securities satisfies the requirements of the preceding sentence, that portion of the Partnership's holdings of such securities shall constitute Freely Tradable Securities. In addition to the foregoing, in the case of a distribution or proposed distribution of securities in kind, such securities shall also constitute Freely Tradeable Securities if the entire portion of the distribution made to the Limited Partners can be immediately sold by them under the terms provided for in clause (a) of this definition and the condition provided for in clause (b) of this definition is satisfied, assuming for purposes of this sentence that no Limited Partner is or has been an Affiliate of the issuer of such securities and without regard to any restrictions on sale applicable to particular Limited Partners because of the particular nature or status of such Limited Partners.

Fund As set forth in 2.3.

General Partner Initially, the entity named as General Partner in the Preamble, and any successor general partner of the Partnership, each in its capacity as general partner of the Partnership.

Indemnitee As set forth in 12.2.1.

Interests As set forth in 2.3.

Intermediate Entity As set forth in 2.3.

Investment Company Act The United States Investment Company Act of 1940, as amended from time to time, or any successor statute thereto.

LEC III	Lead Edge Capital III, LP, a Delaware limited partnership.
LEC IV	Lead Edge Capital IV, LP, a Delaware limited partnership.
LEC III & LEC IV Partner	Any Person who is, as of the date of this Agreement, a limited partner of LEC III or LEC IV or an Affiliate of either.
LEC Advisory Board Partner	Any Limited Partner that is designated by the General Partner as an LEC Advisory Board Partner in such Partner's Subscription Agreement.
Limited Partners	As set forth in the Preamble. For purposes of voting rights under the Delaware Act, the Limited Partners shall constitute a single group or class of limited partners.
List of Partners	As set forth in 3.1.
Management Company	As set forth in 5.2.1.1.
Management Fee	As set forth in 5.2.2.1.
Nasdaq	As set forth in 11.2.5.
Net Gain or Loss	The profit or loss of the Partnership determined, in accordance with U.S. federal income tax accounting principles, by: (a) taking into account all items of income, gain, loss or expense (including the Management Fee), including any deemed gain or loss attributable to a distribution in kind, and including any items that are exempt from federal income tax (income items) or non-deductible (expense items); and (b) excluding items that are specially allocated pursuant to 8.3.
Organizational Expenses	With respect to any fiscal year, all expenses for such fiscal year that are attributable to the organization of the Partnership and the General Partner and the sale of interests in the Partnership to the Limited Partners.
Original Partnership Agreement	As set forth in the Preamble.
Partners	As set forth in the Preamble.
Partnership	As set forth in the Preamble.
Partnership Information	As set forth in 14.8.7(a)
Partnership Representative	As set forth in 14.7.2.
Permitted Transfer	As set forth in 11.2.1.
Person	Any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors,

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	administrators, legal representative, successors and assigns of such Person where the context so permits.
Prime Rate	As of any date, the prime rate of interest in effect on such date as reported in *The Wall Street Journal*.
Pro Rata Share of Proceeds	As set forth in 7.2.2.
Regulatory Allocations	As set forth in Part 1.5 of Appendix II.
Restoration Amount	With respect to any Partner at any time, (a) such Partner's unpaid Subscription and, (b) solely with respect to the General Partner, the amount that the General Partner would be required to return to the Partnership pursuant to 10.5.3 if the Partnership were liquidated at such time pursuant to Article 10 and, in connection therewith, each asset of the Partnership were sold for an amount equal to its cost and all liabilities of the Partnership to Persons other than Partners were paid (to the extent possible) out of Partnership assets.
Second Tier Carry Amount	As set forth in 7.2.2(c).
Second Tier Carry Percentage	With respect to each LEC Advisory Board Partner, if such Partner's proportionate interest in the Partnership does not exceed such Partner's proportionate interest in LEC III or LEC IV (as applicable, based on relative subscriptions), 0%, and if such Partner's proportionate interest in the Partnership exceeds such Partner's proportionate interest in LEC III or LEC IV (as applicable, based on relative subscriptions), 20% multiplied by a fraction, the numerator of which is such excess subscription amount and the denominator of which is such Partner's total Subscription; and with respect to all other Limited Partners, 20%.
Securities Act	The United States Securities Act of 1933, as amended from time to time, or any successor statute thereto.
Subscription	With respect to any Partner, the total amount that such Partner (and any predecessor in interest of a Partner that acquired an interest in the Partnership in a Transfer) has agreed to contribute to the Partnership as set forth in such Partner's subscription agreement entered into between such Partner and the Partnership. For the avoidance of doubt, a Partner's Subscription does not include other amounts that such Partner is obligated to contribute to the Partnership pursuant to this Agreement (including in such other amounts, without limitation, amounts to be contributed by a Limited Partner, other than the LEC III & LEC IV Limited Partners and the LEC Advisory Board Partners, for the payment of Management Fees).
Tax Distribution	As set forth in 7.3.1.
Tax Liability	As set forth in 7.4.1.
Temporary Investments	Short-term investments of cash pending distribution or use by the

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	Partnership to pay expenses or make investments in the Interests.
Transfer	As set forth in 11.1.
Transfer Expenses	As set forth in 11.2.8.
Treasury Regulations	The regulations promulgated by the United States Department of the Treasury under the Code, as amended.
United States; U.S.	The United States of America.

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APPENDIX II

REGULATORY AND TAX ALLOCATIONS

The provisions of this Appendix II are included in order to enable the Partnership to comply with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv) and shall be applied and interpreted accordingly.

1.1 Limitation on Loss Allocations.

If and to the extent that any allocation of Net Loss or other items of loss or expense to any Partner would cause such Partner's Capital Account to have a deficit balance that exceeds such Partner's Restoration Amount, or would further increase an existing deficit balance that exceeds such Partner's Restoration Amount, then such Net Loss or other items of loss or expense shall be allocated first to the Capital Accounts of the other Partners in proportion to the positive balances in their respective Capital Accounts until all such Capital Accounts are reduced to zero, then to the Capital Accounts of Partners whose Restoration Amounts exceed the deficit balances, if any, in their Capital Accounts, in proportion to such excesses, until each such Partner's Capital Account has a deficit balance equal to its Restoration Amount, and then to the Capital Account of the General Partner. If any special allocations of loss or expense are made pursuant to the preceding sentence, items of gross income and gain in subsequent periods shall be specially allocated to offset such allocations of loss or expense as promptly as possible. For avoidance of doubt, this 1.1 shall apply prior to the application of any other provision of this Appendix II.

1.2 Qualified Income Offset.

If any Partner unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) or (*6*), and such adjustment, allocation or distribution causes such Partner to have a deficit balance in such Partner's Capital Account that exceeds such Partner's Restoration Amount or further increases the amount of an existing deficit balance that exceeds such Partner's Restoration Amount, there shall be allocated to such Partner items of income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income and gain for such fiscal period) in an amount and manner sufficient to eliminate such excess deficit Capital Account balance, to the extent required by Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*), as quickly as possible. The preceding sentence shall apply only after all of the other allocations provided for in this Agreement have been made, including the other allocations provided for in this Appendix II. This 1.2 is intended to constitute a "qualified income offset" provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*), and shall be interpreted and applied in all respects in accordance with that Section.

1.3 Gross Income Allocation.

If any Partner has a deficit balance in its Capital Account that exceeds its Restoration Amount as of the end of any accounting period, there shall be allocated to such Partner items of Partnership income and gain (including gross income and gross gain) in the amount of such excess as quickly as possible. An allocation pursuant to this 1.3 shall be made only if and to the extent that the excess deficit balance in such Partner's Capital Account would exist after all allocations provided for in Article 8 and this Appendix II (other than 1.2 and this 1.3) have been made.

1.4 Basis Adjustments.

To the extent that an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially

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allocated among the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

1.5 Offsetting Allocations.

The allocations set forth in 1.2, 1.3 and 1.4 of this Appendix II (the "**Regulatory Allocations**") are intended to enable the Partnership to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provisions of Article 8 or this Appendix II (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating subsequent items of income, gain, loss and expense among the Partners so that, to the extent possible, the net amount of such allocations of subsequent items of income, gain, loss and expense and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner pursuant to the provisions of Article 8 and this Appendix II if the Regulatory Allocations had not occurred.

2. Adjustments to Reflect Changes in Interests.

With respect to any fiscal period during which any Partner's interest in the Partnership changes, allocations under this Agreement shall be adjusted appropriately to take into account the varying interests of the Partners during such period in accordance with the requirements of Section 706(d) of the Code and the Regulations thereunder.

3. Special Allocations to Reflect Economic Interests.

The General Partner is authorized to modify the allocations otherwise provided for under Article 8 and this Appendix II, including by specially allocating items of gross income, gain, loss, or expense among the Partners, if advised by the Partnership's tax advisors that such modifications or such special allocations will cause the Capital Accounts of the Partners to reflect more closely the Partners' relative economic interests in the Partnership as set forth in Article 7 and Article 10; *provided, however,* that no such modification shall reduce the aggregate amount otherwise distributable to any Limited Partner pursuant to this Agreement.

4. Tax Allocations.

For federal, state and local income tax purposes, Partnership income, gain, loss, deduction or credit (or any item thereof) for each fiscal year shall be allocated to and among the Partners in order to reflect the allocations made pursuant to the provisions of Article 8 and the provisions of this Appendix II for such fiscal year (other than allocations of items which are not deductible or are excluded from taxable income), taking into account any variation between the adjusted tax basis and book value of Partnership property in accordance with the principles of Section 704(c) of the Code. Notwithstanding the foregoing, the General Partner shall have the power to make such allocations for federal, state, and local tax purposes as may be necessary to maintain substantial economic effect, or to ensure that such allocations are in accordance with the Partners' interests in the Partnership, in each case within the meaning of Section 704(b) of the Code and the Regulations thereunder. All matters concerning allocations for federal, state or local income tax purposes, including accounting procedures, not expressly provided for by the terms of this Agreement shall be equitably determined in good faith by the General Partner. If, however, the Partnership is required to recognize income or gain for income tax purposes under Section 684 of the Code (or a similar provision of state or local law) in respect of an in-kind distribution to a Limited Partner, then, solely for such income tax purposes, to the maximum extent permitted by applicable law (as determined by the General Partner in its reasonable discretion), the income or gain shall be allocated entirely to such Limited Partner.