

MUTUAL CONFIDENTIALITY AGREEMENT

November 14, 2017

Apollo Management Holdings, L.P. ("*Apollo*") and NET(net) Inc. ("*NET(net)*") have requested certain oral and written information from each other regarding a potential business relationship or other transaction in connection with a sourcing initiative (the "*Transaction*"). For purposes of this confidentiality agreement (this "*Agreement*"), each of Apollo, NET(net) and any entity affiliated with Apollo, including any portfolio company that is managed, either directly or indirectly, by Apollo (each a "Portfolio Company"), that executes a joinder substantially in the form of Exhibit A hereto is each referred to as a "*Party*", and together are referred to as the "*Parties*". In consideration of the Parties furnishing each other with such information, each Party has agreed to comply with the provisions of this Agreement to treat confidentially such information.

1. **Confidential Information.** When used herein, the term "*Confidential Information*" shall include, without limitation, any and all information, whether written, oral, visual or electronic, concerning a Party, including its subsidiaries, any parent entity, and its and their related entities, which is provided or made available, directly or indirectly, in connection with the Transaction by Apollo, NET(net) or any other party hereto (each, in its capacity as a provider of Confidential Information, "*Disclosing Party*") or any of Disclosing Party's respective Representatives (as defined below) to any non-disclosing Party (each, in its capacity as a recipient of Confidential Information, "*Receiving Party*") or any of Receiving Party's respective Representatives, whether before or after the date of this Agreement, including, without limitation, any client lists, investments, financial, marketing or business information, proposals, contracts, price sheets, notes, analyses, compilations, methodologies, studies or other documents, whether prepared by Disclosing Party, Receiving Party or others, which contain, utilize or otherwise reflect such information.

Notwithstanding the foregoing, the term "Confidential Information" shall not, for the purposes of this Agreement, include any information which (a) at the time of disclosure or thereafter is or becomes available to and known by the public other than as a result of a disclosure by Receiving Party or any of its Representatives in breach of this Agreement, (b) was or becomes available to Receiving Party or any of its Representatives on a nonconfidential basis from a source other than Disclosing Party or any of its Representatives; provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality or secrecy to, Disclosing Party, that prohibits such disclosure or (c) has been independently developed by Receiving Party or any of its Representatives without using Confidential Information and without violating any of its obligations under this Agreement. Furthermore, Disclosing Party agrees that, unless specifically approved in writing by Receiving Party, no material non-public information will be disclosed.

2. **Use and Protection of Confidential Information.** Receiving Party agrees that it will use and will direct its Representatives to use the Confidential Information

solely for the purpose of participating in the possible Transaction and not for any other purpose. Receiving Party shall not share any Confidential Information with any person other than its subsidiaries, employees, partners, directors, officers, agents, advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisers) who need to know the information for the purpose of participating in the possible Transaction (collectively, "**Representatives**") and only to the extent necessary for such purpose; provided, however, that such Representatives are first informed by Receiving Party of the confidential nature of the information. Receiving Party agrees (i) not to make any such disclosure or transmission of Confidential Information unless such Representatives have agreed to act in accordance with this Agreement, and (ii) that, in any event, Receiving Party shall be responsible for any actions by any of its Representatives which are not in accordance with this Agreement. Disclosing Party agrees that, without prejudice to any claim it may have against Receiving Party, no proceedings in respect of any claim Disclosing Party may have against Receiving Party may be taken against Receiving Party's directors, officers or employees or against Receiving Party's controlling persons, partners, members or agents to the extent such controlling persons, partners, members or agents are individuals. Receiving Party agrees not to, and to direct each of its Representatives not to, copy, reduce to writing or otherwise record the Confidential Information except as necessary for the purpose of evaluating the Transaction. Subject to Paragraph 4 below, the Confidential Information will be kept confidential by Receiving Party and all of its Representatives (using security measures and a degree of care that would apply to Receiving Party's own confidential information but no less than a reasonable degree of care), and will not be, without the prior written consent of Disclosing Party, disclosed, in whole or in part, to any third party by Receiving Party or by any of its Representatives.

Each Party further agrees that, without the prior written consent of Disclosing Party, Receiving Party will not, and will direct each of its Representatives not to, disclose to any person or entity (a) the fact that discussions or negotiations are taking place concerning a possible Transaction, (b) any of the terms, conditions or other facts with respect to such Transaction, including the status thereof, or (c) the existence of this Agreement, the terms hereof or that Confidential Information has been made available pursuant to this Agreement; provided, however, that Apollo may disclose the existence of this Agreement and/or the terms hereof, to any Portfolio Company.

NET(net) further agrees that it shall not use Apollo's name or logo in any document for NET(net)'s own purposes or for the benefit of anyone other than Apollo, in each case without the prior written consent of Apollo. Any publicity concerning Apollo will require Apollo's prior written consent.

Each Party hereby acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by laws relating to insider dealing, and each Party agrees that it will not, and it will direct its Representatives who receive Confidential Information to not, trade in securities while in possession of, or otherwise use for any purpose, such information in violation of such laws.

Notwithstanding any other provision of this Agreement, each Party hereby acknowledges and agrees that Apollo will not have any liability or obligation, joint or several or

otherwise, with respect to any liability or obligation of any Portfolio Company that arises in connection with this Agreement, and no Portfolio Company who has executed a joinder substantially in the form of Exhibit A hereto will have any liability or obligation, joint or several or otherwise, with respect to any liability or obligation of Apollo or any other Portfolio Company who has executed a joinder, substantially in the form of Exhibit A hereto.

3. **Destruction of Confidential Information.** Upon Disclosing Party's request, Receiving Party shall, and shall direct each of its Representatives to, destroy or permanently erase (to the extent reasonably technically possible) (i) all copies of the Confidential Information furnished to Receiving Party or its Representatives and in its or their possession and (ii) any analyses, compilations, studies or other documents prepared by or for Receiving Party or any of its Representatives' internal use which include, utilize or reflect the Confidential Information. Notwithstanding anything to the contrary herein, Receiving Party may keep archival copies of any Confidential Information solely in order to comply with any applicable law, regulation, court order, rule of any relevant securities exchange or bona fide records retention policy. Upon request of the Disclosing Party, any such destruction or erasure shall be confirmed to Disclosing Party in writing by one of Receiving Party's authorized officers. Any retained information shall remain subject to the confidentiality obligations contained herein notwithstanding the termination of this Agreement.

4. **Limitations on Protection of Confidential Information.** In the event that Receiving Party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or any other information supplied to Receiving Party in the course of Receiving Party's or its Representatives' dealings with Disclosing Party, Receiving Party shall (to the extent legally permitted) notify Disclosing Party, as promptly as practicable, of such request or requirement so that Disclosing Party may, at its expense, seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other mutually agreed action. Receiving Party shall, and shall direct each of its Representatives to, cooperate with Disclosing Party in any actions it may reasonably choose to take in seeking to prevent or limit disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, Receiving Party or any of its Representatives are compelled or required by law, by the order of any governmental, regulatory or self-regulatory body (including, without limitation, any relevant securities exchange) or by a court or other authority of competent jurisdiction to disclose information, Receiving Party or such Representative may disclose only that portion of the requested information which it is advised by counsel is legally required to be disclosed, and Receiving Party or such Representative will exercise its best endeavours to obtain reliable assurance that confidential treatment will be accorded the information.

5. **Accuracy of Confidential Information.** Receiving Party acknowledges that Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and that only those representations and warranties made by a Party in writing in a subsequent definitive agreement, if any, shall have any legal effect. Further, Receiving Party agrees that Disclosing Party shall not have any liability to Receiving Party or any of its Representatives based on the Confidential Information, errors therein or omissions therefrom. Receiving Party agrees that it is not entitled to rely on the

accuracy or completeness of the Confidential Information.

6. **Remedies.** Receiving Party acknowledges and agrees that damages alone may not be a sufficient remedy for any breach of this Agreement by it or any of its Representatives, and that, in addition to all other rights and remedies, Disclosing Party shall be entitled to seek the remedies of specific performance, injunction or other equitable relief for any such actual or threatened breach. Receiving Party agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of damages only, and Receiving Party further agrees to waive and to direct all of its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

7. **Waiver.** Receiving Party acknowledges and agrees that no failure or delay by Disclosing Party in exercising any right, power, privilege or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, privilege or remedy hereunder.

8. **Reservation of Rights.** Confidential Information shall remain the property of Disclosing Party. Disclosing Party reserves all rights in its Confidential Information. No licenses or rights, including, without limitation, intellectual property, trade secrets and other proprietary rights, in respect of Disclosing Party's Confidential Information are granted to Receiving Party or its Representatives, and no obligations are imposed on Disclosing Party, other than those expressly stated in this Agreement.

9. **Severability.** If any provision (or part of a provision) of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or part of that provision) of the Agreement shall not in any way be affected or impaired thereby.

10. **Entire Agreement.** Each of the Parties hereto hereby agrees that this Agreement shall constitute the entire agreement between the Parties and supersede all prior agreements relating to the subject matter addressed herein.

11. **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to conflict of laws principles.

12. **No Further Obligations.** Each Party acknowledges and agrees that no contract or agreement providing for any Transaction involving the Parties shall be deemed to exist between/among the Parties unless and until a final definitive agreement has been executed and delivered. Each Party also agrees that unless and until a final definitive agreement regarding the Transaction between/among the Parties has been executed and delivered, no Party will be under any obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to provide or not provide

Confidential Information to Receiving Party, to reject any and all proposals made by any other Party or any of its respective Representatives with regard to the Transaction, and to terminate discussions and negotiations at any time.

13. **Third Party Rights.** This Agreement and all provisions herein shall be binding solely upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14. **Term.** Unless agreed otherwise in writing, this Agreement and all obligations of the Parties hereunder shall terminate on the third anniversary of the date hereof. Termination of this Agreement shall not affect any accrued rights, power, privileges or remedies to which the Parties are entitled

15. **Counterparts.** This Agreement may be executed by facsimile or email in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same.

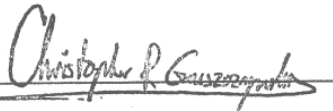
16. **Amendment.** This Agreement may only be amended by a separate writing signed by Apollo and NET(net).

[Signature Page Follows]

Sincerely,

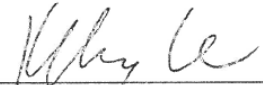
APOLLO MANAGEMENT HOLDINGS, L.P.

By: Apollo Management Holdings GP, LLC, its general partner

By: 
Name: _____
Title: **Christopher R. Gruszczynski**
VICE PRESIDENT

Agreed and Accepted as of
the date first written above:

NET(net) Inc.

By: 
Name: Kelsey D. LE
Title: President and Chief Executive Officer

Form of Joinder

Acknowledgement Agreement

The undersigned has received a copy of the Mutual Confidentiality Agreement (the "Agreement"), dated November 14, 2017, by and between Apollo Management Holdings, L.P. ("Apollo") and NET(net), Inc. ("NET(net)") COPY Of which is attached hereto. Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Agreement. The undersigned hereby agrees to be bound by the provisions of the Agreement as if it were a party thereto.

This acknowledgement agreement (the "Acknowledgement Agreement") shall remain effective until the termination and/or expiration of the Agreement pursuant to the terms thereof.

This Acknowledgement Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, United States. The undersigned irrevocably agrees that the courts located in New York, New York, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Acknowledgement Agreement or its subject matter or formation (including non-contractual disputes or claims). and irrevocably waives any objection to legal action or proceedings in such courts on the grounds of venue or inconvenient forum.

This Acknowledgement Agreement may be executed by facsimile or email and when so executed shall be deemed an original for all relevant purposes.

Acknowledged and agreed by:

ENTITY NAME/PORTFOLIO COMPANY

By: _____

Name: _____

Title: _____

Dated: _____