GODADDY INC.

FORM 8-K
(Current report filing)

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Address	14455 N. HAYDEN ROAD SCOTTSDALE, AZ 85260
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)

March 31, 2015

GoDaddy Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-36904**	**46-5769934**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

14455 N. Hayden Road
Scottsdale, Arizona 85260
(Address of principal executive offices, including zip code)

(480) 505-8800
(Registrant's telephone number, including area code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement

Reorganization Transactions

In connection with GoDaddy Inc.'s (the " *Company* ") initial public offering (the " *Offering* ") of its Class A common stock, par value $0.001 per share (the " *Class A Common Stock* "), the Company initiated a series of transactions on March 31, 2015 (the " *Reorganization Transactions* ") pursuant to a Reorganization Agreement dated as of the same date (the " *Reorganization Agreement* ") by and among the Company, Desert Newco, LLC (" *Desert Newco* ") and the other parties named therein. The Reorganization Agreement governs the terms of the Reorganization Transactions, which are described in the Company's Registration Statement on Form S-1 (File No. 333-196615) (the " *Registration Statement* "). The Reorganization Agreement is filed herewith as Exhibit 2.1 and is incorporated herein by reference. The terms of the Reorganization Agreement are substantially the same as the term set forth in the form of such agreement filed as an exhibit to the Registration Statement and described therein.

In addition, on March 31, 2015, in connection with the Offering, the Company entered into the following agreements, each dated as of the same date (i) the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, LLC (the " *LLC Agreement* ") by and among the Company, Desert Newco and the other parties named therein; (ii) the Exchange Agreement (the " *Exchange Agreement* ") by and among Desert Newco, the Company and the other parties named therein; (iii) the Amended and Restated Registration Rights Agreement (the " *Registration Rights Agreement* ") by and among the Company, Desert Newco and the other parties named therein; (iv) the Stockholder Agreement (the " *Stockholder Agreement* ") by and among the Company, Desert Newco and the other parties named therein; (v) the Tax Receivable Agreement (Exchanges) (the " *Tax Receivable Agreement (Exchanges)* ") by and among the Company and the persons named therein; (vi) the Tax Receivable Agreement (KKR Co-Invest Reorganization) (the " *Tax Receivable Agreement (KKR Co-Invest Reorganization*)", by and among the Company and GDG Co-Invest Blocker L.P.; (vii) the Tax Receivable Agreement (KKR Reorganization) (the " *Tax Receivable Agreement (KKR Reorganization*)", by and among the Company and KKR 2006 GDG Blocker L.P.; (viii) the Tax Receivable Agreement (SLP Reorganization) (the " *Tax Receivable Agreement (SLP Reorganization*)", by and among the Company and SLP III Kingdom Feeder I, L.P.; and (ix) the Tax Receivable Agreement (TCV Reorganization) (the " *Tax Receivable Agreement (TCV Reorganization*)", by and among the Company and TCV VII (A) L.P.

The LLC Agreement, the Exchange Agreement, the Registration Rights Agreement, the Stockholder Agreement, the Tax Receivable Agreement (Exchanges), the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (SLP Reorganization) and the Tax Receivable Agreement (TCV Reorganization) are filed herewith as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8 and 10.9, respectively, and are incorporated herein by reference. The terms of these agreements are substantially the same as the terms set forth in the forms of such agreements filed as exhibits to the Registration Statement and as described therein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On March 31, 2015, the Company's Amended and Restated Certificate of Incorporation, in the form previously filed as Exhibit 3.1 to the Registration Statement, and the Company's Amended and Restated Bylaws, in the form previously filed as Exhibit 3.2 to the Registration Statement, became effective. The Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaw are filed herewith as Exhibits 3.1 and 3.2 respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
2.1	Reorganization Agreement dated as of March 31, 2015, by and among GoDaddy Inc., Desert Newco, LLC and the other parties named therein
3.1	Amended and Restated Certificate of Incorporation
3.2	Amended and Restated Bylaws
10.1	Third Amended and Restated Limited Liability Company Agreement of Desert Newco, LLC, dated as of March 31, 2015, by and among GoDaddy Inc., Desert Newco, LLC and the other parties named therein
10.2	Exchange Agreement, dated as of March 31, 2015, by and among Desert Newco, LLC, GoDaddy Inc. and the other parties named therein
10.3	Amended and Restated Registration Rights Agreement, dated as of March 31, 2015, by and among GoDaddy Inc., Desert Newco, LLC and the other parties named therein
10.4	Stockholder Agreement, dated as of March 31, 2015, by and among GoDaddy Inc., Desert Newco and the other parties named therein
10.5	Tax Receivable Agreement (Exchanges) dated as of March 31, 2015, by and among GoDaddy Inc. and the persons named therein
10.6	Tax Receivable Agreement (KKR Co-Invest Reorganization) dated as of March 31, 2015, by and among GoDaddy Inc. and GDG Co-Invest Blocker L.P.

10.7	Tax Receivable Agreement (KKR Reorganization) dated as of March 31, 2015, by and among GoDaddy Inc. and KKR 2006 GDG Blocker L.P.
10.8	Tax Receivable Agreement (SLP Reorganization) dated as of March 31, 2015, by and among GoDaddy Inc. and SLP III Kingdom Feeder I, L.P.
10.9	Tax Receivable Agreement (TCV Reorganization) dated as of March 31, 2015, by and among GoDaddy Inc. and TCV VII (A) L.P.

SIGNATURES

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

GODADDY INC.

By: /s/ Nima Kelly
Nima Kelly
Executive Vice President, General Counsel and Corporate Secretary

Date: April 6, 2015

EXHIBIT INDEX

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10.9	Tax Receivable Agreement (TCV Reorganization) dated as of March 31, 2015, by and among GoDaddy Inc. and TCV VII (A) L.P.

Exhibit 2.1

REORGANIZATION AGREEMENT

by and among

GODADDY INC.,

DESERT NEWCO, LLC

AND

THE OTHER PARTIES NAMED HEREIN

Dated as of March 31, 2015

TABLE OF CONTENTS

REORGANIZATION AGREEMENT

This REORGANIZATION AGREEMENT (as amended, supplemented or restated from time to time, this " Agreement ") is entered into as of March 31, 2015, by and among (i) GoDaddy Inc., a Delaware corporation (" Pubco "), (ii) Desert Newco, LLC, a Delaware limited liability company (the " Company "), (iii) the KKR Parties (as defined below), (iv) the SL Parties (as defined below), (v) the TCV Parties (as defined below), (vi) The Go Daddy Group, Inc., an Arizona corporation (" Holdings "), (vii) Desert Newco Managers, LLC, a Delaware limited liability company (" Employee Holdco ") and (viii) GD Merger Subsidiary 1, Inc., a Delaware corporation and wholly-owned subsidiary of Pubco (" Merger Sub 1 "), GD Merger Subsidiary 2, Inc., a Delaware corporation and wholly-owned subsidiary of Pubco (" Merger Sub 2 "), GD Merger Subsidiary 3, Inc., a Delaware corporation and wholly-owned subsidiary of Pubco (" Merger Sub 3 "), and GD Merger Subsidiary 4, Inc., a Delaware corporation and wholly-owned subsidiary of Pubco (" Merger Sub 4 ").

RECITALS

WHEREAS , the Board of Directors of Pubco (the " Board ") and the Executive Committee and board of the Company have determined to effect an underwritten initial public offering (the " IPO ") of Pubco's Class A Common Stock (as defined below);

WHEREAS , the parties hereto desire to effect the Reorganization Transactions (as defined below) in contemplation of the IPO; and

WHEREAS , in connection with the consummation of the Reorganization Transactions and the IPO, the applicable parties hereto intend to enter into the Reorganization Documents (as defined below).

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

ARTICLE I

DEFINITIONS

1.1 Certain Defined Terms . As used in this Agreement, the following terms shall have the following meanings:

" Business Day " means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

" Class A Common Stock " means Class A Common Stock, par value $0.001 per share, of Pubco, having the rights set forth in the Amended and Restated Certificate of Incorporation.

" Class B Common Stock " means Class B Common Stock, par value $0.001 per share, of Pubco, having the rights set forth in the Amended and Restated Certificate of Incorporation.

" Company Incentive Plans " means, collectively, the Desert Newco LLC 2011 Unit Incentive Plan, the Locu, Inc. 2011 Equity Incentive Plan, the Bootstrap, Inc. 2008 Stock Plan, and The Go Daddy Group, Inc. 2006 Equity Incentive Plan.

" Continuing LLC Owners " means all Members of the Company (other than Pubco), who hold Existing Units as of immediately prior to the consummation of the Reorganization Transactions and who continue to hold Units as of immediately following the consummation of the Reorganization Transactions.

" Employee Holdco LLC Agreement " means the limited liability company agreement of Employee Holdco, as the same may be amended from time to time.

" Employee Holdco Members " means the members of Employee Holdco.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

" Existing Company LLC Agreement " means the Third Amended and Restated Limited Liability Company Agreement of the Company dated as of March 31, 2015, as amended through the date hereof.

" Form 8-A Effective Time " means the date and time on which the Form 8-A Registration Statement becomes effective, which will occur after the Pricing, on such date and at such time as determined by Pubco.

" Form 8-A Registration Statement " means the registration statement on Form 8-A filed by Pubco under the Exchange Act with the SEC to register the Class A Common Stock.

" GDG Co-Invest " means GDG Co-Invest Blocker L.P., a Delaware limited partnership.

" GDG Co-Invest Sub " means GDG Co-Invest Blocker Sub L.P., a Delaware limited partnership.

" IPO Closing " means the initial closing of the sale of the Class A Common Stock in the IPO.

" KKR " means KKR Partners III or any other KKR Party designated in writing to the Company as such by KKR Partners III.

" KKR 2006 Fund " means KKR 2006 Fund (GDG) L.P., a Delaware limited partnership.

" KKR 2006 GDG " means KKR 2006 GDG Blocker L.P., a Delaware limited partnership.

" KKR Blocker " means KKR 2006 GDG Blocker Sub L.P., a Delaware limited partnership.

" KKR Parties " means GDG Co-Invest, GDG Co-Invest Sub, KKR 2006 Fund, KKR 2006 GDG, KKR Blocker, KKR Partners III and OPERF.

" KKR Partners III " means KKR Partners III, L.P., a Delaware limited partnership.

" Large Holder " means each of KKR 2006 Fund, KKR Partners III, OPERF, SLP GD Investors, TCV VII, Member Fund, Holdings and Employee Holdco.

" Member " means a "Member" of the Company, as such term is defined in the Existing Company LLC Agreement.

" Member Fund " means TCV Member Fund, L.P., a Cayman Islands exempted limited partnership.

" OPERF " means OPERF Co-Investment LLC, a Delaware limited liability company.

" Person " means any individual, a corporation, a partnership, a limited liability company, a trust, an incorporated or unincorporated association, a joint venture, a joint stock company or any other entity or body.

" Pricing " means such date and time as the Board or the pricing committee thereof determines to price the IPO.

" Reorganization Documents " means each of the documents attached as an Exhibit hereto and all other agreements and documents entered into in connection with the Reorganization Transactions.

" Reorganization Parties " means KKR 2006 GDG, as limited partner of KKR Blocker, GDG Co-Invest, as limited partner of GDG Co-Invest Sub, SLKF I, as the sole stockholder of SLP Blocker and TCV VII (A), as the sole stockholder of TCV Blocker.

" SEC " means the Securities and Exchange Commission.

" SL " means SLP GD Investors or any other SL Party designated in writing to the Company as such by SLP GD Investors.

" SL Parties " means SLKF I, SLKF II, SLP Blocker, SLP GD Investors, SLTA III and SLP III (DE).

" SLKF I " means SLP III Kingdom Feeder I, L.P., a Delaware limited partnership.

" SLKF II " means SLP III Kingdom Feeder II, L.P., a Delaware limited partnership

" SLP III (DE) " means Silver Lake Partners III DE (AIV IV), a Delaware limited partnership.

" SLP Blocker " means SLP III Kingdom Feeder Corp., a Delaware corporation.

" SLP GD Investors " means SLP GD Investors, L.L.C., a Delaware limited liability company.

" SLTA III " means Silver Lake Technology Associates III, L.P., a Delaware limited partnership.

" TCV " means Member Fund or any other TCV Party designated in writing to the Company as such by Member Fund.

" TCV Blocker " means TCV VII (A) GD Investor, Inc., a Delaware corporation.

" TCV Blocker Sub " means TCV VII (A) GD Investor, L.P., a Delaware limited partnership.

" TCV Parties " means Member Fund, TCV Blocker, TCV Blocker Sub, TCV VII and TCV VII (A).

" TCV VII " means TCV VII, L.P. a Cayman Islands exempted limited partnership.

" TCV VII (A) " means TCV VII (A), L.P., a Cayman Islands exempted limited partnership.

" Unit " means a limited liability company interest in the Company.

1.2 Terms Defined Elsewhere in this Agreement . Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Amended and Restated Certificate of Incorporation	2.1(a)(i)
Board	Recitals

Term	Section
Company	Preamble
Company LLC Agreement	2.1(b)(v)
Continuing LLC Owner Tax Receivable Agreement	2.1(b)(vi)(F)
e-mail	4.3
Employee Holdco	Preamble
Exchange Agreement	2.1(b)(vi)(B)
Holdings	Preamble
Investor Corp Mergers	2.1(b)(ii)(D)
IPO	Recitals
KKR Blocker Merger	2.1(b)(ii)(A)
KKR Blocker Stockholder Tax Receivable Agreement	2.1(b)(ii)(A)
KKR Co-Invest Blocker Merger	2.1(b)(ii)(B)
KKR Co-Invest Blocker Stockholder Tax Receivable Agreement	2.1(b)(ii)(B)
Merger Sub 1	Preamble
Merger Sub 2	Preamble
Merger Sub 3	Preamble
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Net Cash Proceeds	2.1(c)(i)
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Pubco Merger	2(b)(iii)
Pubco Redemption	2(b)(iv)
Pubco Sub	2.1(a)(iii)
Pubco Sub Proceeds	2.1(c)(i)
Reorganization Transactions	2.1
Registration Rights Agreement	2.1(b)(vi)(E)
SL Merger	2.1(b)(ii)(C)
SL Stockholder Tax Receivable Agreement	2.1(b)(ii)(C)
Stockholder Agreement	2.1(b)(vi)(D)
Subscription Agreement	2.1(b)(vi)(A)
TCV Merger	2.1(b)(ii)(D)
TCV Stockholder Tax Receivable Agreement	2.1(b)(ii)(D)

1.3 Other Definitional and Interpretative Provisions . The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term used in any Exhibit or Schedule, but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”,

whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

ARTICLE II

THE REORGANIZATION

2.1 Transactions . Subject to the terms and conditions hereinafter set forth, and on the basis of and in reliance upon the representations, warranties, covenants and agreements set forth herein, the parties hereto shall take the actions described in this Section 2.1 (each, a “ Reorganization Transaction ” and, collectively, the “ Reorganization Transactions ”):

(a) On or prior to the Pricing, the applicable parties shall take the actions set forth below (or cause such actions to take place):

(i) *Amend and Restate Pubco Certificate of Incorporation* . Pubco shall adopt and file with the Secretary of State of the State of Delaware an amended and restated certificate of incorporation of Pubco, in the form attached hereto as **Exhibit A** (the “ Amended and Restated Certificate of Incorporation ”).

(ii) *Amend and Restate Pubco Bylaws* . The Board shall adopt amended and restated by-laws of Pubco in the form attached hereto as **Exhibit B** .

(iii) *Formation of Pubco Sub* . Pubco shall form a new Delaware corporation (“ Pubco Sub ”), as its wholly-owned subsidiary.

(b) As soon as practicable following Pricing and prior to the Form 8-A Effective Time, the applicable parties shall take the actions set forth below (or cause such actions to take place):

(i) *Reorganization Party Distributions* .

(A) KKR 2006 Fund shall distribute to KKR Blocker Units held by KKR 2006 Fund in an amount proportional to, and in complete redemption of, KKR Blocker’s ownership interests in KKR 2006 Fund.

(B) (x) SLP GD Investors shall distribute to SLKF II Units held by SLP GD Investors in an amount proportional to, and in complete redemption of, SLKF II's ownership interests in SLP GD Investors, and subsequently (y) SLKF II shall liquidate and distribute the Units it received from SLP GD Investors to SLP Blocker, its limited partner, and SLTA III, its general partner, in an amount proportional to their respective ownership interests in SLKF II. Immediately thereafter, SLTA III will contribute such Units received by it in the distribution from SLP GD Investors to SLP III (DE) and immediately thereafter, SLP III (DE) will contribute such Units received by it in the contribution from SLP III (DE) back to SLP GD Investors.

(C) TCV Blocker Sub shall liquidate and distribute its Units to TCV Blocker, its limited partner.

(ii) *Investor Corp Mergers* . Following the completion of the actions described in Section 2.1(b)(i) , substantially concurrently:

(A) pursuant to a merger agreement in the form attached hereto as **Exhibit C** , (x) Merger Sub 1 shall merge with and into KKR Blocker, with KKR Blocker as the surviving entity of such merger; and as consideration for such merger, KKR 2006 GDG, as a limited partner of KKR Blocker, shall receive (i) a number of shares of Class A Common Stock equal to the number of Units held by KKR Blocker prior to such merger, and (ii) the right to receive payments under the KKR Blocker Stockholder Tax Receivable Agreement (as defined below)(the " KKR Blocker Merger ") and (y) KKR Blocker shall merge with and into Pubco, in each case with Pubco as the surviving entity. As a condition to the KKR Blocker Merger, Pubco and KKR 2006 GDG shall enter into a Tax Receivable Agreement in the form attached hereto as **Exhibit D** (the " KKR Blocker Stockholder Tax Receivable Agreement ").

(B) pursuant to a merger agreement in the form attached hereto as **Exhibit E** , (x) Merger Sub 2 shall merge with and into GDG Co-Invest Sub, with GDG Co-Invest Sub as the surviving entity of such merger; and as consideration for such merger, GDG Co-Invest, as a limited partner of GDG Co-Invest Sub, shall receive (i) a number of shares of Class A Common Stock equal to the number of Units held by GDG Co-Invest Sub prior to such merger, and (ii) the right to receive payments under the KKR Co-Invest Blocker Stockholder Tax Receivable Agreement (the " KKR Co-Invest Blocker Merger ") and (y) GDG Co-Invest Sub shall merge with and into Pubco, in each case with Pubco as the surviving entity. As a condition to the KKR Co-Invest Blocker

Merger, Pubco and GDG Co-Invest shall enter into a Tax Receivable Agreement in the form attached hereto as **Exhibit F** (the " KKR Co-Invest Blocker Stockholder Tax Receivable Agreement ").

(C) pursuant to a merger agreement in the form attached hereto as **Exhibit G** , (x) Merger Sub 3 shall merge with and into SLP Blocker, with SLP Blocker the surviving entity; and as consideration for such merger, the sole stockholder of SLP Blocker, SLKF I, shall receive (i) a number of shares of Class A Common Stock equal to the number of Units held by SLP Blocker prior to such merger, and (ii) the right to receive payments under the SL Stockholder Tax Receivable Agreement (as defined below) (the " SL Merger ") and (y) SLP Blocker shall merge with and into Pubco, in each case with Pubco as the surviving entity. As a condition to the SL Merger, Pubco and SLKF I shall enter into a Tax Receivable Agreement in the form attached hereto as **Exhibit H** (the " SL Stockholder Tax Receivable Agreement ").

(D) pursuant to a merger agreement in the form attached hereto as **Exhibit I** , (x) Merger Sub 4 will merge with and into TCV Blocker, with TCV Blocker the surviving entity; and as consideration for such merger, the sole stockholder of TCV Blocker, TCV VII (A), shall receive (i) a number of shares of Class A Common Stock equal to the number of Units held by TCV Blocker prior to such merger, and (ii) the right to receive payments under the TCV Stockholder Tax Receivable Agreement (as defined below) (the " TCV Merger, " and together with the KKR Blocker Merger, KKR Co-Invest Blocker Merger and SL Merger, the " Investor Corp Mergers ") and (y) TCV Blocker shall merge with and into Pubco, in each case with Pubco as the surviving entity. As a condition to the TCV Merger, Pubco and TCV VII (A) shall enter into a Tax Receivable Agreement in the form attached hereto as **Exhibit J** (the " TCV Stockholder Tax Receivable Agreement ").

(iii) *Pubco Merger* . The merger of KKR Blocker, GDG Co-Invest Sub, SLP Blocker and TCV Blocker with and into Pubco, in each case with Pubco as the surviving entity, as described in clause (y) of Sections 2.1(b)(ii)(A) through (D) inclusive shall be referred to herein as the " Pubco Merger ."

(iv) *Pubco Redemption* . Following the completion of the Pubco Merger, pursuant to a Redemption Agreement in the form attached hereto as **Exhibit K** , Pubco shall redeem from the Company, and the Company shall surrender to Pubco, 1,000 shares of Class A Common Stock issued by Pubco in favor of the Company, at a price of $0.001 per share, for an aggregate amount equal to $1.00 (the " Pubco Redemption ").

(v) *Amend and Restate Company LLC Agreement* . Following the Pubco Redemption, the Company shall amend and restate its limited liability company agreement in the form attached hereto as **Exhibit L** (the " Company LLC Agreement ") so that, among other things, (x) Pubco shall become the sole managing member of the Company and (y) each Unit that is outstanding immediately prior to the effectiveness of the Company LLC Agreement shall be reclassified into one non-voting Unit.

(vi) *Additional Agreements* . Following the amendment and restatement of the Company LLC Agreement, substantially concurrently:

(A) Pubco and the Company shall enter into a Subscription Agreement in the form attached hereto as **Exhibit M** (the " Subscription Agreement ") pursuant to which the Company shall purchase a number of shares of Class B Common Stock equal to the number of Units held by the Continuing LLC Owners for a purchase price of $0.001 per share from Pubco. Promptly thereafter, the Company shall distribute one share of Class B Common Stock in respect of each Unit held by a Person (other than Pubco), such that after such distribution, each Continuing LLC Owner holds a number of shares of Class B Common Stock equal to the number of Units held by such Person.

(B) Each of the Large Holders shall enter into an Exchange Agreement with the Company and Pubco in the form attached hereto as **Exhibit N** (the " Exchange Agreement "), whereby pursuant to the terms and conditions thereof, each such Person shall be permitted to exchange with Pubco its Units and Class B Common Stock for shares of Class A Common Stock.

(C) The Company and Pubco shall enter into an Assignment and Assumption Agreement in the form attached hereto as **Exhibit O** , whereby pursuant to the terms and conditions thereof the Company will assign and Pubco will assume the Company Incentive Plans and all obligations with respect to stock options and restricted unit awards to acquire Units of the Company that have been granted thereunder.

(D) Each of the Large Holders and the Reorganization Parties shall enter into a Stockholder Agreement with Pubco and the Company in the form attached hereto as **Exhibit P** (the " Stockholder Agreement ")

(E) Each of the Large Holders and the Reorganization Parties shall enter into an Amended and Restated Registration Rights Agreement with Pubco in the form attached hereto as **Exhibit Q** (the " Registration Rights Agreement ").

(F) Each of the Large Holders and Pubco shall enter into a Tax Receivable Agreement in the form attached hereto as **Exhibit R (** the " Continuing LLC Owner Tax Receivable Agreement ").

(c) Immediately following the IPO Closing, Pubco and the Company shall take the actions set forth below (or cause such actions to take place):

(i) Pubco shall contribute to Pubco Sub proceeds it receives at the IPO Closing from the sale of Class A Common Stock in the IPO in an amount equal to $25,000,000 (the " Pubco Sub Proceeds "). Immediately thereafter, (A) Pubco shall cause Pubco Sub to contribute to the Company the Pubco Sub Proceeds and (B) Pubco shall contribute to the Company the remaining proceeds Pubco received at the IPO Closing from the sale of Class A Common Stock in the IPO, in each case, in exchange for a number of newly issued Units that results in the aggregate number of Units held by Pubco and Pubco Sub being equal to the number of then outstanding shares of Class A Common Stock of Pubco. Such Units shall be issued by the Company to Pubco and Pubco Sub in proportion to the cash contributed by each of Pubco and Pubco Sub to the Company. If the underwriters exercise their option contained in the underwriting agreement to purchase additional shares of Class A Common Stock from Pubco in connection with the IPO, Pubco shall contribute the proceeds from such subsequent closing, to the Company in exchange for a number of newly issued Units that results in the aggregate number of Units held by Pubco and Pubco Sub being equal to the number of then outstanding shares of Class A Common Stock of Pubco.

(ii) The Transaction and Monitoring Fee Agreement, dated as of December 16, 2011, among Go Daddy Operating Company, LLC, of which the Company is the sole member, and affiliates of KKR, SL and TCV, shall terminate in accordance with its terms pursuant to Section 4(c) thereof.

(d) At or after the Pricing (and in any event promptly following the IPO Closing), the Company shall provide each of the Continuing LLC Owners (to the extent not already party) an opportunity to join and become a party to each of the Exchange Agreement, the Registration Rights Agreement and the Continuing LLC Owner Tax Receivable Agreement pursuant to the terms thereof, subject to each applicable Continuing LLC Owner providing the representations and warranties set forth therein; provided that the Company may delay or limit the foregoing to the extent required in its sole discretion to comply with the securities laws or other applicable laws.

(e) At or after the Pricing (and in any event promptly following the IPO Closing), the Company shall provide each of the Employee Holdco Members an opportunity to join and become a party to the Registration Rights Agreement as an Exchange Registration Holder thereunder, subject to each applicable Employee Holdco Member providing the representations and warranties set forth therein. Concurrently with the election by any Employee Holdco Member to exchange his, her or its interests in Employee Holdco for Units and Class B Common Stock held by Employee Holdco on such member's behalf pursuant to the Employee Holdco LLC Agreement, such Employee Holdco Member shall be permitted to join and become party to the Exchange Agreement and the Continuing LLC Owner Tax Receivable Agreement pursuant to the terms thereof, subject to each such Employee Holdco Member providing the representations and warranties set forth therein; provided that the Company may delay or limit the foregoing to the extent required in its sole discretion to facilitate compliance with the securities laws or other applicable laws.

2.2 Consent to Reorganization Transactions .

(a) Each of the parties hereto hereby acknowledges, agrees and consents to all of the Reorganization Transactions. Each of the parties hereto shall take all reasonable action necessary or appropriate in order to effect, or cause to be effected, to the extent within its control, each of the Reorganization Transactions and the IPO.

(b) The parties hereto shall deliver to each other, as applicable, prior to or at the Form 8-A Effective Time, each of the Reorganization Documents to which it is a party, together with any other documents and instruments necessary or appropriate to be delivered in connection with the Reorganization Transactions.

2.3 No Liabilities in Event of Termination; Certain Covenants .

(a) In the event that the IPO is abandoned or, unless Pubco, the Company, KKR, on behalf of the KKR Parties, and SL, on behalf of the SL Parties, otherwise agree, the IPO Closing has not occurred by the tenth Business Day following the date of this Agreement, (a) this Agreement shall automatically terminate and be of no further force or effect except for this Section 2.3 and Article IV and (b) there shall be no liability on the part of any of the parties hereto, except that such termination shall not preclude any party from pursuing judicial remedies for damages and/or other relief as a result of the breach by the other parties of any representation, warranty, covenant or agreement contained herein prior to such termination.

(b) In the event that this Agreement is terminated, pursuant to Section 2.3(a) or otherwise, for any reason after the consummation of any of the Reorganization Transactions, but prior to the consummation of all of the Reorganization Transactions, the parties agree, as applicable, to cooperate and work in good faith to execute and deliver such agreements and consents and amend such documents and to effect such transactions or actions as may be necessary to re-establish the rights, preferences and privileges that the parties hereto had prior to the consummation of the Reorganization Transactions, or any part thereof, including, without limitation, voting

any and all securities owned by such party in favor of any amendment to any organizational document and in favor of any transaction or action necessary to re-establish such rights, powers and privileges and causing to be filed all necessary documents with any governmental authority necessary to reestablish such rights, preferences and privileges (it being understood and agreed that if such termination occurs subsequent to the effectiveness of the Company LLC Agreement, the parties agree to amend the Company LLC Agreement so that the governance, transfer restrictions, liquidity rights and other related provisions therein with respect to Pubco, Pubco's subsidiaries and Pubco's and the Company's securities correspond in all substantive respects with the provisions contained in the Existing Company LLC Agreement as in effect on the date hereof).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties . Each party hereto hereby represents and warrants to all of the other parties hereto as follows:

(a) The execution, delivery and performance by such party of this Agreement and of the applicable Reorganization Documents, to the extent a party thereto, has been or prior to the Form 8-A Effective Time will be duly authorized by all necessary action. Such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or incorporation;

(b) Such party has or prior to the Form 8-A Effective Time will have the requisite power, authority and legal right to execute and deliver this Agreement and each of the Reorganization Documents, to the extent a party thereto, and to consummate the transactions contemplated hereby and thereby, as the case may be;

(c) This Agreement and each of the Reorganization Documents to which it is a party have been (or when executed will be) duly executed and delivered by such party and constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing; and

(d) Neither the execution, delivery and performance by such party of this Agreement and the applicable Reorganization Documents, to the extent a party thereto, nor the consummation by such party of the transactions contemplated hereby or thereby, nor compliance by such party with the terms and provisions hereof or thereof, will, directly or indirectly (with or without notice or lapse of time or both), (i) if such party is not an individual, contravene or conflict with, or result in a breach or termination of, or constitute a default under (or with notice or lapse of time or both, result in the breach or termination of or constitute a default under) the organizational

documents of such party, (ii) constitute a violation by such party of any existing requirement of law applicable to such party or any of its properties, rights or assets or (iii) require the consent or approval of any Person, except, in the case of clauses (ii) and (iii), as would not reasonably be expected to result in, individually or in the aggregate, a material adverse effect on the ability of such party to consummate the transactions contemplated by this Agreement and the applicable Reorganization Documents, to the extent a party thereto.

ARTICLE IV

MISCELLANEOUS

4.1 Amendments and Waivers . This Agreement (including each Exhibit hereto, but only prior to the effectiveness of such Exhibit) may be modified, amended or waived only with the written approval of Pubco, the Company, KKR, on behalf of the KKR Parties, and SL, on behalf of the SL Parties; provided , however , that any such modification, amendment or waiver that, by its terms, has a disproportionate material and adverse effect on the economic powers, rights, preferences or privileges of any other party hereto, as compared with the effect on Holdings, the KKR Parties and the SL Parties, shall require the written consent of the holders of a majority of Units held by parties hereto other than Holdings, the KKR Parties and the SL Parties; provided , further , that the affirmative written consent of TCV or Holdings, as applicable, will also be required in respect of any modification, amendment or waiver of this Agreement (including each Exhibit hereto, but only prior to the effectiveness of such Exhibit) that (a) repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to any TCV Party or Holdings, as applicable, individually pursuant to this Agreement by name (as opposed to rights granted to the holders of Units or any group of holders of Units, generally) or (b) adversely impacts the economic powers, rights, preferences or privileges under this Agreement of any TCV Party or Holdings, as applicable, relative to the KKR Parties or the SL Parties; provided , further , that any modification, amendment or waiver to Section 2.1(d) , this proviso of Section 4.1 and Section 4.2 will also require the written approval of the holders of a majority of the issued and outstanding Units of the Company held by Continuing LLC Owners (other than the Large Holders); provided , further , that any modification, amendment or waiver to Section 2.1(e) , this proviso of Section 4.1 , and Section 4.2 will also require the written approval of Employee Holdco Members holding a majority of the issued and outstanding equity interests of Employee Holdco. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. Notwithstanding anything to the contrary in this Section 4.1 , nothing in this Section 4.1 shall be deemed to contradict the provisions of Section 2.3 hereof or Section 2.9 of the Existing Company LLC Agreement.

4.2 Successors and Assigns; Third Party Beneficiaries . This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon

any Person other than the parties hereto and their respective successors and permitted assigns; provided , however , that the Continuing LLC Owners (other than the Large Holders) and their respective successors and permitted assigns are intended beneficiaries of Section 2.1(d) , Section 4.1 and this Section 4.2 and shall have the right to enforce such provisions against the Company, and the Employee Holdco Members and their respective successors and permitted assigns are intended beneficiaries of Section 2.1(e) , Section 4.1 and this Section 4.2 and shall have the right to enforce such provisions against the Company.

4.3 Notices . All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (" e-mail ") transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

If to any of the KKR Parties, addressed to it at:

c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, NY 10019
Attention: David Sorkin
Facsimile: (212) 750-0003
E-mail: david.sorkin@kkr.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

If to any of the SL Parties, addressed to it at:

c/o Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Attention: Karen King
Facsimile: (650) 233-8125
E-mail: karen.king@silverlake.com

and

c/o Silver Lake Partners
9 West 57th Street, 32nd Floor
New York, NY 10019
Attention: Andrew J. Schader
Facsimile: (212) 981-3535
E-mail: andy.schader@silverlake.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

If to any of the TCV Parties, addressed to it at:

c/o Technology Crossover Ventures
528 Ramona Street
Palo Alto, CA 94301
Attention: Frederic D. Fenton
Facsimile: (650) 618-1989
E-mail: rfenton@tcv.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Stephen L. Ritchie, P.C.
Facsimile: (312) 862-2200
E-mail: sritchie@kirkland.com

If to Pubco or the Company, to:

c/o GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260
Attention: Nima Kelly
Matt Forkner
Facsimile: (480) 624-2546
E-mail: nima@godaddy.com
mforkner@godaddy.com

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

Wilson Sonsini Goodrich & Rosati Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attention: Jeffrey D. Saper
Allison B. Spinner
Facsimile: (650) 493-6811
E-mail: jsaper@wsgr.com
aspinner@wsgr.com

If to Holdings, addressed to it at:

The Go Daddy Group, Inc.
c/o YAM Management LLC
15475 N 84th St
Scottsdale, AZ 85260
Attention: Anne O'Moore
Facsimile: (480) 393-4962
E-mail: anne@yamholdings.com

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

DeCastro, West, Chodorow, Glickfeld & Nass, Inc.
Fourteenth Floor East
10960 Wilshire Boulevard
Los Angeles, CA 90024-3881
Attention: Andrew Bernknopf
Facsimile: (310) 473-0123
E-mail: abernknopf@dwclaw.com

If to Employee Holdco, to:

c/o Desert Newco Managers, LLC
14455 N. Hayden Road
Scottsdale, Arizona 85260
Attention: Nima Kelly
Matt Forkner
Facsimile: (480) 624-2546
E-mail: nima@godaddy.com
mforkner@godaddy.com

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

Wilson Sonsini Goodrich & Rosati Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attention: Jeffrey D. Saper
Allison B. Spinner
Facsimile: (650) 493-6811
E-mail: jsaper@wsgr.com
aspinner@wsgr.com

4.4 Further Assurances . At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

4.5 Entire Agreement . Except as otherwise expressly set forth herein, this Agreement, together with the Reorganization Documents, as applicable, embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

4.6 Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law rules of such State that would result in the application of the laws of a jurisdiction other than the State of Delaware.

4.7 Waiver of Jury Trial; Consent to Jurisdiction . EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT. Each party hereby submits to the exclusive jurisdiction of the federal courts located in the State of Delaware or the Delaware Court of Chancery for the purpose of adjudicating any dispute arising hereunder. Each party hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court any objection to such jurisdiction, whether on the grounds of hardship, inconvenient forum or otherwise. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 4.3 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 4.7 .

4.8 Severability . If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public

policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herby be consummated as originally contemplated to the fullest extent possible.

4.9 Specific Enforcement . The parties hereto acknowledge that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

4.10 Counterparts . This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Reorganization Agreement as of the date first above written.

GODADDY INC.

By: /s/ Nima Kelly

Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

DESERT NEWCO, LLC

By: /s/ Nima Kelly

Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to the Reorganization Agreement]

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P., its general partner

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

KKR 2006 GDG BLOCKER L.P.

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

KKR 2006 GDG BLOCKER SUB L.P.

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

GDG CO-INVEST BLOCKER SUB L.P.

By: GDG Co-Invest GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

GDG CO-INVEST BLOCKER L.P.

By: GDG Co-Invest GP LLC, its general partner

By: KKR 2006 AIV GP LLC, its sole member

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P., its manager

By: KKR 2006 GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

SLP GD INVESTORS, L.L.C.

By: Silver Lake Partners III DE (AIV IV), L.P., its Managing Member

By: Silver Lake Technology Associates III, L.P., its General Partner

By: Silver Lake Group, L.L.C., its Managing Member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

SILVER LAKE TECHNOLOGY ASSOCIATES III, L.P.

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

SLP III KINGDOM FEEDER I, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

SLP III KINGDOM FEEDER II, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Director

SLP III KINGDOM FEEDER CORP.

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Director

SILVER LAKE PARTNERS III DE (AIV IV), L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Director

TCV VII, L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV VII (A) GD INVESTOR, L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV VII (A), L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV VII (A) GD INVESTOR, INC.

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Reorganization Agreement as of the date first above written.

GD MERGER SUBSIDIARY 1, INC.

By: /s/ Nima Kelly
Name: Nima Jacobs Kelly
Title: General Counsel and Secretary

[Signature Page to the Reorganization Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Reorganization Agreement as of the date first above written.

GD MERGER SUBSIDIARY 2, INC.

By: /s/ Nima Kelly
Name: Nima Jacobs Kelly
Title: General Counsel and Secretary

[Signature Page to the Reorganization Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Reorganization Agreement as of the date first above written.

GD MERGER SUBSIDIARY 3, INC.

By: /s/ Nima Kelly
Name: Nima Jacobs Kelly
Title: General Counsel and Secretary

[Signature Page to the Reorganization Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Reorganization Agreement as of the date first above written.

GD MERGER SUBSIDIARY 4, INC.

By: /s/ Nima Kelly
Name: Nima Jacobs Kelly
Title: General Counsel and Secretary

[Signature Page to the Reorganization Agreement]

List of Omitted Exhibits and Schedules

The following exhibits and schedules to the Reorganization Agreement have not been provided herein:

Exhibit A – Form of Amended and Restated Certificate of Incorporation (see Exhibit 3.1 to Amendment No. 6 to Form S-1 filed herewith)

Exhibit B – Form of Amended and Restated Bylaws (see Exhibit 3.2 to Amendment No. 6 to Form S-1 filed herewith)

Exhibit C – Form of Merger Agreement for KKR Blocker

Exhibit D – Form of KKR Blocker Stockholder Tax Receivable Agreement (see Exhibit 10.5 to Amendment No. 4 to Form S-1)

Exhibit E – Form of Merger Agreement for KKR Co-Invest Blocker

Exhibit F – Form of KKR Co-Invest Blocker Stockholder Tax Receivable Agreement (see Exhibit 10.5 to Amendment No. 4 to Form S-1)

Exhibit G – Form of Merger Agreement SLP Blocker

Exhibit H – Form of SLP Blocker Stockholder Tax Receivable Agreement (see Exhibit 10.5 to Amendment No. 4 to Form S-1)

Exhibit I – Form of Merger Agreement for TCV Blocker

Exhibit J – Form TCV Blocker Stockholder Tax Receivable Agreement (see Exhibit 10.5 to Amendment No. 4 to Form S-1)

Exhibit K – Form of Redemption Agreement

Exhibit L – Form of Second Amended and Restated Desert Newco LLC Limited Liability Company Agreement (see Exhibit 10.2 to Amendment No. 6 to Form S-1 filed herewith)

Exhibit M – Form of Subscription Agreement

Exhibit N – Form of Exchange Agreement (see Exhibit 10.4 to Amendment No. 4 to Form S-1)

Exhibit O – Form of Assignment and Assumption Agreement

Exhibit P – Form of Stockholder Agreement (see Exhibit 10.3 to Amendment No. 6 to Form S-1 filed herewith)

Exhibit Q – Form of Registration Rights Agreement (see Exhibit 10.7 to Amendment No. 6 to Form S-1 filed herewith)

Exhibit R – Form of Continuing LLC Owner Tax Receivable Agreement (see Exhibit 10.4 to Amendment No. 4 to Form S-1)

The undersigned registrant hereby undertakes to furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request.

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

GODADDY INC.

*** * * * ***

The present name of the corporation is GoDaddy Inc. (the " Corporation "). The Corporation was incorporated under the name "GoDaddy Inc." by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on May 28, 2014. This Amended and Restated Certificate of Incorporation of the Corporation, which restates and integrates and also further amends the provisions of the Corporation's Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware and by the written consent of its stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware. The Certificate of Incorporation of the Corporation is hereby amended, integrated and restated to read in its entirety as follows:

ARTICLE I

NAME

The name of the Corporation is GoDaddy Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as the same exists or as may hereafter be amended from time to time (the " DGCL ").

ARTICLE IV

CAPITAL STOCK

The total number of shares of all classes of stock that the Corporation shall have authority to issue is 1,550,000,000 which shall be divided into three classes as follows:

- One (1) billion shares of Class A common stock, $0.001 par value per share (" Class A Common Stock ");
- Five hundred (500) million shares of Class B common stock, $0.001 par value per share (" Class B Common Stock "); and
- Fifty (50) million shares of undesignated preferred stock, $0.001 par value per share (" Preferred Stock ").

A. The Board of Directors of the Corporation (the " Board of Directors ") is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix, without further stockholder approval, the designation of such series, the powers (including voting powers), preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, of such series of Preferred Stock and the number of shares of such series, which number the Board of Directors may, except where otherwise provided in the designation of such series, increase (but not above the total number of authorized shares of Preferred Stock) or decrease (but not below the number of shares of such series then outstanding). The powers, preferences and relative, participating, optional and other special rights of, and the qualifications, limitations or restrictions thereof, of each series of Preferred Stock, if any, may differ from those of any and all other series at any time outstanding.

B. Each holder of record of Class A Common Stock, as such, shall have one vote for each share of Class A Common Stock that is outstanding in his, her or its name on the books of the Corporation on all matters on which stockholders are entitled to vote generally. Except as otherwise required by law, holders of Class A Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

C. Each holder of record of Class B Common Stock, as such, shall have one vote for each share of Class B Common Stock that is outstanding in his, her or its name on the books of the Corporation on all matters on which stockholders are entitled to vote generally. Except as otherwise required by law, holders of Class B Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more

outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

D. Except as otherwise required in this Amended and Restated Certificate of Incorporation or by applicable law, the holders of Class A Common Stock and Class B Common Stock shall vote together as a single class (or, if the holders of one or more series of Preferred Stock are entitled to vote together with the holders of Class A Common Stock and Class B Common Stock, together as single class with the holders of such other series of Preferred Stock) on all matters submitted to a vote of stockholders generally.

E. Except as otherwise required by applicable law, holders of any series of Preferred Stock shall be entitled to only such voting rights, if any, as shall expressly be granted thereto by this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to such series of Preferred Stock).

F. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock with respect to the payment of dividends, dividends may be declared and paid ratably on the Class A Common Stock out of the assets of the Corporation that are legally available for this purpose at such times and in such amounts as the Board of Directors in its discretion shall determine. Dividends and other distributions shall not be declared or paid on the Class B Common Stock.

G. Upon the dissolution, liquidation or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock with respect to the distribution of assets of the Corporation upon such dissolution, liquidation or winding up of the Corporation, the holders of Class A Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any dissolution, liquidation or winding up of the Corporation.

H. The number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Class A Common Stock, the Class B Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

I. No shares of Class B Common Stock may be issued except to a holder of LLC Units (as defined below) (other than the Corporation, Desert Newco, LLC, GD Subsidiary Inc. or any other subsidiary of the Corporation that is a holder of LLC Units), such that after such issuance of Class B Common Stock such holder of LLC Units holds an identical number of LLC Units and shares of Class B Common Stock. No shares of Class B Common Stock may be transferred by the holder thereof except (i) for no consideration to the Corporation or Desert Newco, LLC, in each case upon which transfer such shares shall automatically be retired, or (ii) together with the transfer of an identical number of LLC Units to the transferee of such LLC Units. Any stock certificates representing shares of Class B Common Stock shall include a legend referencing the transfer restrictions set forth herein. As used in this Amended and Restated Certificate of Incorporation, " LLC Units " has the meaning assigned to the term "Units" in the Exchange Agreement, and the " Exchange Agreement " means the Exchange Agreement, dated on or about the date hereof, by and among the Corporation, Desert Newco, LLC and the members of Desert Newco, LLC party thereto from time to time as amended, supplemented, restated or otherwise modified from time to time.

ARTICLE V

AMENDMENT OF THE CERTIFICATE OF INCORPORATION AND BYLAWS

A. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, (i) for as long as KKR (as defined below) and Silver Lake (as defined below) (together with TCV (as defined below), for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote required by applicable law, this Amended and Restated Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least a majority in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, and (ii) at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote required by applicable law, the following provisions in this Amended and Restated Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least two-thirds in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: this Article V, Article VI, Article VII, Article VIII, Article IX and Article X.

B. The Board of Directors is expressly authorized to make, alter, amend, repeal and rescind, in whole or in part, the bylaws of the Corporation (as in effect from time to time, the " Bylaws ") without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or this Amended and Restated Certificate of Incorporation. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote of the stockholders, (i) for as long as KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at

the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any certificate of designation relating to any series of Preferred Stock), by the Bylaws or applicable law, the affirmative vote of the holders of at least a majority in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to make, alter, amend, repeal or rescind, in whole or in part, any provision of the Bylaws or to adopt any provision inconsistent therewith and (ii) at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any certificate of designation relating to any series of Preferred Stock), by the Bylaws or applicable law, the affirmative vote of the holders of at least two-thirds in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to make, alter, amend, repeal or rescind, in whole or in part, any provision of the Bylaws or to adopt any provision inconsistent therewith.

ARTICLE VI

BOARD OF DIRECTORS

A. Except as otherwise provided in this Amended and Restated Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Except as otherwise provided for or fixed pursuant to the provisions of Article IV (including any certificate of designation with respect to any series of Preferred Stock) and this Article VI relating to the rights of the holders of any series of Preferred Stock to elect additional directors, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors; *provided* that, at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, the number of directors may also be fixed by the affirmative vote of the holders of at least a majority in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class. The directors (other than those directors elected by the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, as the case may be) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders following the date the Class A Common Stock is first publicly traded (the " IPO Date "), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders following the IPO Date and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders following the IPO Date. Commencing with the first annual meeting following the IPO Date, the directors of the class to be elected at each annual

meeting shall be elected for a three-year term. If the number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the number of directors remove or shorten the term of any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her death, resignation, retirement, disqualification or removal from office. The Board of Directors is authorized to assign members of the Board of Directors already in office to their respective class.

B. Subject to the rights granted to the holders of any one or more series of Preferred Stock then outstanding or the rights granted pursuant to the Stockholder Agreement, dated on or about the date hereof, by and among the Corporation, certain Affiliates of Silver Lake, certain Affiliates of KKR, certain Affiliates of TCV and certain other parties named therein (as amended, supplemented, restated or otherwise modified from time to time, the " Stockholder Agreement "), any newly-created directorship on the Board of Directors that results from an increase in the number of directors and any vacancy occurring in the Board of Directors (whether by death, resignation, retirement, disqualification, removal or other cause) shall be filled by a majority of the directors then in office, although less than a quorum, or if only one director remains, by the sole remaining director or, if there are no directors, by the affirmative vote of the holders of at least a majority of the voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class; *provided , however* , that at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any newly created directorship on the board of directors that results from an increase in the number of directors and any vacancy occurring in the board of directors may be filled only by a majority of the remaining directors, even if less than a quorum, or by a sole remaining director (and not by the stockholders). Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

C. Any or all of the directors (other than the directors elected by the holders of any series of Preferred Stock of the Corporation, voting separately as a series or together with one or more other such series, as the case may be) may be removed at any time either with or without cause by the affirmative vote of at least a majority in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting as a single class; *provided , however* , that at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any such director or all such directors may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

D. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

E. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, retirement, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate and the total authorized number of directors of the Corporation shall be reduced accordingly.

F. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, any two directors then-serving on the Board of Directors or the Chief Executive Officer of the Corporation, and otherwise as may be provided in the Bylaws.

G. A majority of the total number of directors shall constitute a quorum for the transaction of business by the Board of Directors; provided that, for as long as at least one director designated as a KKR Director (as defined in, and pursuant to, the Stockholder Agreement) is serving as a director, a quorum shall also require one KKR Director for the transaction of business; provided, further, that, for as long as at least one director designated as a Silver Lake Director (as defined in, and pursuant to, the Stockholder Agreement) is serving as a director, a quorum shall also require one Silver Lake Director for the transaction of business. Notwithstanding the immediately preceding sentence, if a quorum does not exist at any meeting of the Board of Directors due to the lack of attendance of at least one KKR Director and/or at least one Silver Lake Director, respectively, at a properly called meeting of the Board of Directors, (x) such meeting shall be adjourned and, subject to the obligation to provide proper prior notice pursuant to the Bylaws to all members of the Board of Directors, recalled for the same purpose not less than twenty-four hours and not more than ten (10) calendar days from the date of adjournment and the attendance of at least one KKR Director or Silver Lake Director, respectively, shall not be required to establish quorum for such recalled meeting (so long as the purpose and agenda of such recalled meeting are identical to those of the adjourned meeting and no matters not set forth on such agenda are considered at such meeting).

H. Each committee of the Board of Directors shall consist of one or more of the directors of the Corporation, in accordance with the Stockholder Agreement.

ARTICLE VII

LIMITATION OF DIRECTOR LIABILITY

A. To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty owed to the Corporation or its stockholders.

B. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation, nor, to the fullest extent permitted by the DGCL, any modification of law shall eliminate, reduce or otherwise adversely affect any right or protection of a current or former director of the Corporation existing at the time of such amendment, repeal, adoption or modification.

ARTICLE VIII

CONSENT OF STOCKHOLDERS IN LIEU OF MEETING, ANNUAL AND SPECIAL MEETINGS OF STOCKHOLDERS

A. At any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. At any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders; *provided* , *however* , that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of Preferred Stock.

B. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or

purposes may be called at any time only by or at the direction of the Board of Directors or the Chairman of the Board of Directors; *provided , however* , so long as KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, special meetings of the stockholders of the Corporation for any purpose or purposes shall also be called by the Board of Directors or the Chairman of the Board of Directors at the request of either KKR or Silver Lake.

C. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, on such date, and at such time as shall be fixed exclusively by resolution of the Board of Directors or a duly authorized committee thereof.

ARTICLE IX

COMPETITION AND CORPORATE OPPORTUNITIES

A. In recognition and anticipation that (i) certain directors, principals, officers, employees and/or other representatives of KKR, Silver Lake, TCV and Mr. Parsons (as defined below) may serve as directors, officers or agents of the Corporation, (ii) KKR, Silver Lake, TCV and Mr. Parsons may now engage and may continue to engage in any transaction or matter that may be an investment or corporate or business opportunity or offer a prospective economic or competitive advantage in which the Corporation or any of its controlled Affiliates, directly or indirectly, could have an interest or expectancy (a " Competitive Opportunity ") or may otherwise compete with the Corporation or its controlled Affiliates, directly or indirectly, and (iii) members of the Board of Directors who are not officers or employees of the Corporation or their respective Affiliates may desire to participate or invest in certain Competitive Opportunities, the provisions of this Article IX are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of opportunities as they may involve any of KKR, Silver Lake, TCV, Mr. Parsons and their respective Affiliates or the Specified Directors (as defined below) and their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

B. Each of (i) KKR and any directors, principals, officers, employees and/or other representatives of KKR that may serve as directors, officers or agents of the Corporation, and each of their Affiliates, (ii) Silver Lake and any directors, principals, officers, employees and/or other representatives of Silver Lake that may serve as directors, officers or agents of the Corporation, and each of their Affiliates, (iii) TCV and any directors, principals, officers, employees and/or other representatives of TCV that may serve as directors, officers or agents of the Corporation, and each of their Affiliates, (iv) any Founder Director (as defined in the Stockholder Agreement) that is not an officer or employee of the Corporation, or (v) subject to Section (C) of this Article IX, each member of the Board of Directors who is not an officer or employee of the Corporation and is not described in clauses (i), (ii), (iii) or (iv) of this sentence (such directors not described in clauses (i), (ii), (iii) or (iv), the " Specified Directors "), and his or her Affiliates (the Persons (as defined below) identified in clauses (i), (ii), (iii), (iv) and (v) above being referred to, collectively, as " Identified Persons " and, individually, as an " Identified Person ") shall, to the fullest extent permitted by law, not have any

duty to refrain from directly or indirectly (a) engaging in any Competitive Opportunity or (b) otherwise competing with the Corporation or any of its controlled Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any controlled Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any Competitive Opportunity or other corporate or business opportunity that may be a Competitive Opportunity for an Identified Person and the Corporation or any of its controlled Affiliates. In the event that any Identified Person acquires knowledge of a Competitive Opportunity or other corporate or business opportunity that may be a Competitive Opportunity for itself, herself or himself, or for its, her or his Affiliates, and for the Corporation or any of its controlled Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or present such opportunity to the Corporation or any of its controlled Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any controlled Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such Competitive Opportunity for itself, herself or himself, or offers or directs such Competitive Opportunity to another Person.

C. The Corporation does not renounce its interest in any Competitive Opportunity offered to any Specified Director if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Corporation, and the provisions of Section (B) of this Article IX shall not apply to any such Competitive Opportunity.

D. In addition to and notwithstanding the foregoing provisions of this Article IX, a business or other opportunity shall not be deemed to be a potential Competitive Opportunity for the Corporation if it is an opportunity that (i) the Corporation (together with its controlled Affiliates) is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) is one in which the Corporation has no interest or reasonable expectancy.

E. For purposes of this Amended and Restated Certificate of Incorporation (other than Article X), (i) " KKR " means Kohlberg Kravis Roberts & Co. L.P. (together with its successors) and its Affiliates; (ii) "Silver Lake" means Silver Lake Group, L.L.C. (together with its successors) and its Affiliates; (iii) " TCV " means Technology Crossover Management VII, Ltd. (together with its successors) and its Affiliates; (iv) " Mr. Parsons " means Mr. Bob Parsons and his Affiliates; (v) " Affiliate " shall mean (a) in respect of KKR, any Person (other than the Corporation and any entity that is controlled by the Corporation) that, directly or indirectly, is controlled by KKR, controls KKR or is under common control with KKR and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing, including any director of the Corporation designated by KKR or one of its Affiliates as a KKR Director (as defined in the Stockholder Agreement), (b) in respect of Silver Lake, any Person (other than the Corporation and any entity that is controlled by the Corporation) that, directly or indirectly, is controlled by Silver Lake, controls Silver Lake or is under common control with Silver Lake and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing, including any director of the Corporation designated by

Silver Lake or one of its Affiliates as a Silver Lake Director (as defined in the Stockholder Agreement), (c) in respect of TCV, any Person (other than the Corporation and any entity that is controlled by the Corporation) that, directly or indirectly, is controlled by TCV, controls TCV or is under common control with TCV and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing, including any director of the Corporation designated by TCV or one of its Affiliates as a director, (d) in respect of Mr. Parsons, any Person that, directly or indirectly, controls, is controlled by or is under common control with Mr. Parsons (other than the Corporation and any entity that is controlled by the Corporation) and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing, including any director of the Corporation designated by Mr. Parsons or one of his Affiliates as a Founder Director (as defined in the Stockholder Agreement), (e) in respect of a Specified Director, any Person that, directly or indirectly, is controlled by such Specified Director (other than the Corporation and any entity that is controlled by the Corporation) and (f) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (vi) " Person " shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

F. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

ARTICLE X

DGCL SECTION 203 AND BUSINESS COMBINATIONS

A. The Corporation hereby expressly elects not to be governed by Section 203 of the DGCL.

B. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time, following the date of closing of the initial public offering of the Class A Common Stock, at which time the Class A Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), with any interested stockholder (as defined below) for a period of three (3) years following the time that such stockholder became an interested stockholder, unless:

(i) prior to such time, the Board of Directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder, or

(ii) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (a) by

persons who are directors and also officers and (b) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

(iii) at or subsequent to such time, the business combination is approved by the Board of Directors and authorized or approved at an annual or special meeting of stockholders (or by written consent, if action by written consent is not then prohibited by this Amended and Restated Certificate of Incorporation) by the affirmative vote of at least 66 2/3% of the then outstanding voting stock of the Corporation that is not owned by the interested stockholder.

C. For purposes of this Article X of this Amended and Restated Certificate of Incorporation, references to:

(i) " affiliate " means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(ii) " associate ," when used to indicate a relationship with any person, means: (a) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (b) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(iii) " business combination ," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(a) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (1) with the interested stockholder or (2) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Section (B) of this Article X is not applicable to the surviving entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation, which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all

the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the then outstanding stock of the Corporation;

(c) any transaction that results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (1) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary (including pursuant to the Exchange Agreement), which securities were outstanding prior to the time that the interested stockholder became such; (2) pursuant to a merger under Section 251(g) of the DGCL; (3) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary, which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (4) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (5) any issuance or transfer of stock by the Corporation; *provided* , *however* , that in no case under items (3) through (5) of this subsection (c) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(d) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary that is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption or other transfer of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(e) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in subsections (a) through (d) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(iv) " control ," including the terms " controlling ," " controlled by " and " under common control with ," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of the Corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article X, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(v) " Exempt Transferee " means (A) any person that acquires (other than in an Excluded Transfer) directly from KKR or any of its affiliates or successors, from Silver Lake or any of its affiliates or successors, from TCV or any of its affiliates or successors or from Mr. Parsons or any of his affiliates, ownership of voting stock of the Corporation, and is designated in writing by the transferor as an "Exempt Transferee" for the purpose of this Article X; and (B) any person that acquires (other than in an Excluded Transfer) directly from a person described in clause (A) of this definition or from any other Exempt Transferee ownership of voting stock of the Corporation, and is designated in writing by the transferor as an "Exempt Transferee" for the purpose of this Article X.

(vi) " Excluded Transfer " means (a) a transfer to a Person that is not an affiliate of the transferor, which transfer is by gift or otherwise not for value, including a transfer by dividend or distribution by the transferor, (b) a transfer in a public offering that is registered under the Securities Act of 1933, as amended (the " Securities Act "), (c) a transfer to one or more broker-dealers or their affiliates pursuant to a firm commitment purchase agreement for an offering that is exempt from registration under the Securities Act, (d) a transfer made through the facilities of a registered securities exchange or automated interdealer quotation system and (e) a transfer made in compliance with the manner of sale limitations of Rule 144(f) under the Securities Act or any successor rule or provision.

(vii) " interested stockholder " means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (a) is the owner of 15% or more of the then outstanding voting stock of the Corporation, or (b) is an affiliate or associate of the Corporation and was the owner of 15% or more of the then outstanding voting stock of the Corporation at any time within the three (3) year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; but "interested

stockholder" shall not include (x) KKR, Silver Lake, TCV, Mr. Parsons, any Exempt Transferee or any of their respective affiliates or successors or any "group," or any member of any such group, of which any of such persons is a party under Rule 13d-5 of the Exchange Act, or (y) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation, provided that such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include (A) stock deemed to be owned by the person through application of the definition of "owner" below and (B) stock of the Corporation that may be issuable to any person pursuant to the Exchange Agreement (assuming all outstanding LLC Units are exchanged pursuant thereto), but shall not include any other unissued stock of the Corporation that may be issuable pursuant to any other agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise. For the avoidance of doubt, an Exchange (as defined in the Exchange Agreement) of LLC Units pursuant to the Exchange Agreement shall not, by itself, cause the person that is exchanging LLC Units, or any other person, to become an interested stockholder; and a retirement of any shares of Class B Common Stock pursuant to Section (I) of Article IV (or a reduction in the voting power of any outstanding shares of Class B Common Stock as a result of a transfer by the holder thereof of less than all the LLC Units held by such holder), and the related increase in the proportionate voting power of outstanding voting stock of the Corporation held by persons other than the holder of such shares of Class B Common Stock, shall not, by itself, cause any person to become an interested stockholder.

(viii) " KKR " means Kohlberg Kravis Roberts & Co. L.P. and any successor thereto.

(ix) " majority-owned subsidiary " of the Corporation (or specified person) means another person of which the Corporation (or specified person), directly or indirectly with or through one or more majority-owned subsidiaries, is the general partner or managing member of such other person or owns equity securities with a majority of the votes of all equity securities generally entitled to vote in the election of directors or other governing body of such other person.

(x) " Mr. Parsons " means Mr. Bob Parsons.

(xi) " owner ," including the terms " own ," " owned ," and " ownership ," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(a) beneficially owns such stock, directly or indirectly; or

(b) has (1) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; *provided , however* , that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (2) the right to vote such stock pursuant to any agreement, arrangement or understanding; *provided , however ,* that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten (10) or more persons; or

(c) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (2) of subsection (b) above of this definition), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(xii) " person " means any individual, corporation, partnership, unincorporated association or other entity.

(xiii) " Silver Lake " means Silver Lake Group, L.L.C. and any successor thereto.

(xiv) " stock " means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(xv) " TCV " means Technology Crossover Management VII, Ltd. and any successor thereto.

(xvi) " voting stock " means stock of any class or series entitled to vote generally in the election of directors. Every reference in this Article X to a percentage of voting stock shall refer to such percentage of the votes of such voting stock, and shall be calculated assuming that all outstanding shares of Class B Common Stock and LLC Units that are exchangeable for shares of Class A Common Stock pursuant to the Exchange Agreement are so exchanged (and, for the avoidance of doubt, without giving effect to any contractual or other limitation on such exchange that may apply from time to time).

ARTICLE XI

MISCELLANEOUS

A. If any provision or provisions of this Amended and Restated Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Amended and Restated Certificate of Incorporation (including each portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Amended and Restated Certificate of Incorporation (including each such portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

B. For purposes of this Amended and Restated Certificate of Incorporation, unless the context otherwise requires, (i) references to "Articles" and "Sections" refer to articles and sections of this Amended and Restated Certificate of Incorporation and (ii) the term "include" or "includes" means includes, without limitation, and "including" means including, without limitation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GoDaddy Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this 31st day of March, 2015.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

GODADDY INC.

(Effective March 31, 2015)

ARTICLE I

Offices

SECTION 1.01 Registered Office . The registered office and registered agent of GoDaddy Inc. (the " Corporation ") shall be as set forth in the Amended and Restated Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the Board of Directors of the Corporation (the " Board of Directors ") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

SECTION 2.01 Annual Meetings . Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the " DGCL "). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

SECTION 2.02 Special Meetings . Special meetings of the stockholders may only be called in the manner provided in the Corporation's amended and restated certificate of incorporation as then in effect (as the same may be amended, supplemented, restated or otherwise modified from time to time, the " Amended and Restated Certificate of Incorporation ") and may be held at such place, if any, either within or without the State of Delaware and at such time and date as the Board of Directors or the Chairman of the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors; *provided, however*, that with respect to any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors at the request of KKR (as defined in Article IX of the Amended and Restated Certificate of Incorporation) or Silver

Lake (as defined in Article IX of the Amended and Restated Certificate of Incorporation), the Board of Directors shall not postpone, reschedule or cancel such special meeting without the prior written consent of KKR or Silver Lake, as applicable.

SECTION 2.03 Notice of Stockholder Business and Nominations .

(A) Annual Meetings of Stockholders .

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in the Stockholder Agreement (as defined in the Amended and Restated Certificate of Incorporation) (with respect to nominations of persons for election to the Board of Directors only), (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04 of Article II of these Bylaws, (c) by or at the direction of the Board of Directors or any authorized committee thereof or (d) by any stockholder of the Corporation who is entitled to vote at the meeting, who, subject to paragraph (C)(4) of this Section 2.03, complied with the notice procedures set forth in paragraphs (A)(2) and (A)(3) of this Section 2.03 and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation (the " Secretary ").

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (d) of paragraph (A)(1) of this Section 2.03, the stockholder must have given timely notice thereof in writing to the Secretary, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Class A Common Stock (as defined in the Amended and Restated Certificate of Incorporation) are first publicly traded, be deemed to have occurred on May 1, 2015); *provided, however,* that in the event that the date of the annual meeting is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the anniversary date of the previous year's meeting, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than one hundred and twenty (120) days prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting and the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. Public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, if the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) calendar days prior to the first anniversary of the prior year's annual meeting of stockholders, then a stockholder's notice required by this Section shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary not later than the close of business on the tenth (10th) calendar day following the day on which such public announcement is first made by the Corporation.

(3) Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), and the rules and regulations promulgated thereunder, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether the stockholder or the beneficial owner, if any, will be or is part of a group that will (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination, (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14 (a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, " proponent persons "); and (e) a description of any agreement, arrangement or understanding (including any contract to purchase or sell, the acquisition or grant of any option, right or warrant to purchase or sell or any swap or other instrument) to which any proponent person is a party, the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation,

(ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board of Directors or other business proposed to be brought before a meeting (whether given pursuant to this paragraph (A)(3) or paragraph (B) of this Section 2.03) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, *provided* that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the date prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(B) Special Meetings of Stockholders . Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) as provided in the Stockholder Agreement, (2) by or at the direction of the Board of Directors or any committee thereof or (3) provided that the Board of Directors (or KKR or Silver Lake pursuant to Section B of Article VIII of the Amended and Restated Certificate of Incorporation) has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote at the meeting, who (subject to paragraph (C)(4) of this Section 2.03) complies with the notice procedures set forth in this Section 2.03 and who is a stockholder of record at the time such notice is delivered to the Secretary. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting if the stockholder's notice as required by paragraph (A)(2) of this Section 2.03 shall be delivered to the Secretary at the principal executive offices of the Corporation

not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting and the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General .

(1) Except as provided in paragraph (C)(4) of this Section 2.03, only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 or the Stockholder Agreement shall be eligible to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by law, the Amended and Restated Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include the following: (i) the establishment of an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) Whenever used in these Bylaws, " public announcement " shall mean disclosure (a) in a press release released by the Corporation, *provided* that such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or comparable national news service or is generally available on internet news sites or (b) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however*, that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to these Bylaws (including paragraphs (A)(1)(d) and (B) hereof), and compliance with paragraphs (A)(1)(d) and (B) of this Section 2.03 shall be the exclusive means for a stockholder to make nominations or submit other business. Nothing in these Bylaws shall be deemed to affect any rights of the holders of any class or series of stock having a preference over the common stock of the Corporation as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as KKR and Silver Lake (together with TCV (as defined in Article IX of the Amended and Restated Certificate of Incorporation), for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, Mr. Parsons (as defined in Article IX of the Amended and Restated Certificate of Incorporation), KKR and Silver Lake shall not be subject to the notice procedures set forth in paragraphs (A)(2), (A)(3) or (B) of this Section 2.03 with respect to any annual or special meeting of stockholders.

SECTION 2.04 Notice of Meetings . Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Amended and Restated Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

SECTION 2.05 Quorum . Unless otherwise required by law, the Amended and Restated Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

SECTION 2.06 Voting . Except as otherwise provided by or pursuant to the provisions of the Amended and Restated Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Unless required by the Amended and Restated Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Amended and Restated Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Amended and Restated Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

SECTION 2.07 Chairman of Meetings . The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

SECTION 2.08 Secretary of Meetings . The Secretary shall act as secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the chairman of the meeting shall appoint a person to act as secretary at such meetings.

SECTION 2.09 Consent of Stockholders in Lieu of Meeting . Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Amended and Restated Certificate of Incorporation and in accordance with applicable law.

SECTION 2.10 Adjournment . At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereat, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote at the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

SECTION 2.11 Remote Communication . If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 2.12 Inspectors of Election . The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

Board of Directors

SECTION 3.01 Powers . The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL or the Amended and Restated Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 3.02 Number and Term; Chairman . The number of directors shall be fixed in the manner provided in the Amended and Restated Certificate of Incorporation. The term of each director shall be as set forth in the Amended and Restated Certificate of Incorporation. Directors need not be stockholders. The Board of Directors shall elect a Chairman of the Board of Directors, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, a majority of the directors present at such meeting shall elect one (1) of their members to preside.

SECTION 3.03 Resignations . Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer of the Corporation or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

SECTION 3.04 Removal . Directors of the Corporation may be removed in the manner provided in the Amended and Restated Certificate of Incorporation, the Stockholder Agreement and applicable law.

SECTION 3.05 Vacancies and Newly Created Directorships . Except as otherwise provided by applicable law, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Amended and Restated Certificate of Incorporation and the Stockholder Agreement. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

SECTION 3.06 Meetings . Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or as provided by the Amended and Restated Certificate of Incorporation and shall be called by the Chief Executive Officer or the Secretary if directed by the Board of Directors, and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board of Directors. At least twenty four (24) hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 3.07 Quorum, Voting and Adjournment . Subject to the requirements of the Amended and Restated Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Amended and Restated Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

SECTION 3.08 Committees; Committee Rules . The Board of Directors may designate from time to time one or more committees, including an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation in accordance with the Stockholder Agreement. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any

such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, and subject to the Amended and Restated Certificate of Incorporation, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

SECTION 3.09 Action Without a Meeting . Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.10 Remote Meeting . Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

SECTION 3.11 Compensation . The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 3.12 Reliance on Books and Records . A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such

person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

SECTION 4.01 Number . The officers of the Corporation shall include a Chief Executive Officer (who shall also be President for the purpose of the DGCL, unless otherwise determined by the Board of Directors), a Chief Financial Officer, a Chief Legal Officer or General Counsel and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect one or more Vice Presidents, including one or more Executive Vice Presidents, Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

SECTION 4.02 Other Officers and Agents . The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors. The Board of Directors may appoint one or more officers called a Vice Chairman, each of whom does not need to be a member of the Board of Directors.

SECTION 4.03 Chief Executive Officer . The Chief Executive Officer shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities.

SECTION 4.04 President/Vice Presidents . The President, each Vice President, if any are elected (of whom one or more may be designated an Executive Vice President or Senior Vice President), shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.05 Chief Financial Officer . The Chief Financial Officer shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.06 Chief Legal Officer/General Counsel . The Chief Legal Officer or General Counsel shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.07 Treasurer . The Treasurer shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. He or she shall render to the Chief Executive Officer and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.08 Secretary . The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board of Directors.

SECTION 4.09 Assistant Treasurers and Assistant Secretaries . Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer or the Board of Directors.

SECTION 4.10 Corporate Funds and Checks . The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

SECTION 4.11 Contracts and Other Documents . The Chief Executive Officer, the Secretary and such other officer or officers as may from time to time be authorized by the Chief Executive Officer, the Board of Directors or any other committee given specific authority by the Board of Directors during the intervals between the meetings of the Board of Directors to authorize such action, shall each have the power to sign and execute on behalf of the Corporation deeds, conveyances, contracts and any and all other documents requiring execution by the Corporation.

SECTION 4.12 Ownership of Securities of Another Entity . Unless otherwise directed by the Board of Directors, the Chief Executive Officer, a Vice President, the Treasurer or the Secretary,

or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 4.13 Delegation of Duties . In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

SECTION 4.14 Resignation and Removal . Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03.

SECTION 4.15 Vacancies . The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

SECTION 5.01 Shares With Certificates . The shares of stock of the Corporation shall be represented by certificates, *provided* that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, (a) the Chairman of the Board of Directors, any Vice Chairman of the Board of Directors, the President or a Vice President and (b) the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 5.02 Shares Without Certificates . If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, *provided* the use of such system by the Corporation is permitted in accordance with applicable law.

SECTION 5.03 Transfer of Shares . Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or

legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5.04 Lost, Stolen, Destroyed or Mutilated Certificates . A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

SECTION 5.05 List of Stockholders Entitled To Vote . The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided, however,* that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of meeting, or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

SECTION 5.06 Fixing Date for Determination of Stockholders of Record .

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

SECTION 5.07 Registered Stockholders . Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the

transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

SECTION 6.01 Notice . If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 6.02 Waiver of Notice . A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Indemnification

SECTION 7.01 Indemnification of Directors and Officers . Each current or former director or officer of the Corporation (hereinafter an " indemnitee ") who was or is a party, is threatened to be made a party to, or is otherwise involved in, as a witness or otherwise, any threatened, pending or completed action, suit or proceeding (brought in the right of the Corporation or otherwise), whether civil, criminal, administrative or investigative and whether formal or informal, including any and all appeals, by reason of the fact that he or she is or was a director or an officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted by indemnitee in any such capacity or in any other capacity while serving as a director, officer, employee or agent (hereinafter an " indemnifiable proceeding "), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the DGCL permitted the Corporation to provide prior to such amendment), from and against all loss and liability suffered and expenses (including attorneys' fees,

costs and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of indemnitee in connection with such action, suit or proceeding, including any appeals; *provided, however,* that, except as provided in Section 7.03 with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors; *provided, further,* that the Corporation not be obligated under this Section 7.01: (a) to indemnify indemnitee under these Bylaws for any amounts paid in settlement of any indemnifiable proceeding unless the Corporation consents to such settlement, which consent shall not be unreasonably withheld, delayed or conditioned, or (b) to indemnify indemnitee for any disgorgement of profits made from the purchase or sale by indemnitee of securities of the Corporation under Section 16(b) of the Exchange Act.

In addition, subject to Section 7.04, the Corporation shall not be liable under this Article VII to make any payment of amounts otherwise indemnifiable hereunder (including, without limitation, judgments, fines and amounts paid in settlement) if and to the extent that the indemnitee has otherwise actually received such payment under this Article VII or any insurance policy, contract, agreement or otherwise.

SECTION 7.02 Right to Advancement of Expenses . In addition to the right to indemnification conferred in Section 7.01, an indemnitee shall also have the right, to the fullest extent permitted by the DGCL, to be paid by the Corporation the expenses (including attorney's fees, costs and expenses) incurred by the indemnitee in appearing at, participating in or defending, or otherwise arising out of or related to, any indemnifiable proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII pursuant to Section 7.03 (hereinafter an " advancement of expenses "); *provided, however,* that,

(a) if the DGCL so requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an " undertaking "), by or on behalf of such indemnitee, to repay any amounts so advanced (without interest) if and to the extent that it is determined by final judicial decision from which there is no further right to appeal (hereinafter a " final adjudication ") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Sections 7.01 and 7.02 or otherwise;

(b) the Corporation's obligation to make an advancement of expenses pursuant to this Section 7.02 shall be subject to the limitations on indemnification provided in Section 7.01, except that the Corporation shall advance expenses to defend an indemnifiable proceeding alleging a claim under Section 16(b) of the Exchange Act; and

(c) with respect to any indemnifiable proceeding for which the indemnitee requests advancement of expenses under this Section 7.02, the Corporation shall be entitled to assume the defense of such action, suit or proceeding, with counsel reasonably acceptable to indemnitee, upon the delivery to indemnitee of written notice of its election to do so.

SECTION 7.03 Right of Indemnitee to Bring Suit . If a claim for indemnification or advancement of expenses is not paid in full within ninety (90) days after receipt by the Corporation of a request therefor, the indemnitee shall be entitled to an adjudication in any court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense (including attorneys' fees, costs and expenses) of prosecuting or defending such suit. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or the Corporation's stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or the Corporation's stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Further, the Corporation shall be entitled to recover advanced expenses upon a final adjudication that the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

SECTION 7.04 Indemnification Not Exclusive .

(a) The provisions for indemnification to or the advancement of expenses and costs to any indemnitee under this Article VII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, the Corporation's certificate of incorporation, other agreements or arrangements, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(b) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director and/or officer of the Corporation at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for payments to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article VII, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any

right of subrogation or contribution by the indemnitee-related entities, and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 7.04(b) and entitled to enforce this Section 7.04(b).

For purposes of this Section 7.04(b), the following terms shall have the following meanings:

(1) The term " indemnitee-related entities " means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation (other than as a result of obligations under an insurance policy).

(2) The term " jointly indemnifiable claims " shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the Corporation and any indemnity-related entity pursuant to the DGCL, any agreement and any certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

SECTION 7.05 Nature of Rights . The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal. In addition, the rights conferred upon indemnitees in this Article VII shall extend to any broader indemnification rights permitted by any amendment to the DGCL.

SECTION 7.06 Insurance . The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or

not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. Subject to Section 7.04, in the event of any payment by the Corporation under this Article VII, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee with respect to any insurance policy or any other indemnity agreement covering the indemnitee. The indemnitee shall execute all papers required and take all reasonable action necessary to secure such rights, including execution of such documents as are necessary to enable the Corporation to bring suit to enforce such rights in accordance with the terms of such insurance policy. The Corporation shall pay or reimburse all expenses actually and reasonably incurred by the indemnitee in connection with such subrogation.

SECTION 7.07 Indemnification of Employees and Agents of the Corporation . The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation, and may, to the extent authorized from time to time by the Board of Directors, enter agreements with any director, officer, employee, or agent of the Corporation that grant rights to indemnification and to the advancement of expenses in excess of those granted in the provisions of this Article VII.

ARTICLE VIII

Miscellaneous

SECTION 8.01 Electronic Transmission . For purposes of these Bylaws, " electronic transmission " means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 8.02 Corporate Seal . The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

SECTION 8.03 Fiscal Year . The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall consist of the twelve (12) month period ending on December 31.

SECTION 8.04 Construction; Section Headings . For purposes of these Bylaws, unless the context otherwise requires, (i) references to "Articles" and "Sections" refer to articles and sections of these Bylaws and (ii) the term "include" or "includes" means includes, without limitation, and "including" means including, without limitation. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 8.05 Inconsistent Provisions . In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Amended and Restated Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE IX

Amendments

SECTION 9.01 Amendments . The Board of Directors is authorized to make, alter, amend, repeal and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Amended and Restated Certificate of Incorporation. Notwithstanding any other provisions of these Bylaws or any provision of law that might otherwise permit a lesser vote of the stockholders, (a) for as long as KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, at least 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock), these Bylaws or applicable law, the affirmative vote of the holders of at least a majority in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to make, alter, amend, repeal or rescind, in whole or in part, any provision of the Bylaws or to adopt any provision inconsistent therewith and (b) at any time when KKR and Silver Lake (together with TCV, for so long as TCV is required to vote at the direction of KKR and/or Silver Lake pursuant to the Stockholder Agreement) collectively own, in the aggregate, less than 40% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the Amended and Restated Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock (as defined in the Amended and Restated Certificate of Incorporation), these Bylaws or applicable law, the affirmative vote of the holders of at least two-thirds in voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to make, alter, amend, repeal or rescind, in whole or in part, any provision of these Bylaws (including this Section 9.01) or to adopt any provision inconsistent herewith.

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Exhibit 10.1

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

DESERT NEWCO, LLC

A DELAWARE LIMITED LIABILITY COMPANY

Dated as of March 31, 2015

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ARTICLE X
MISCELLANEOUS

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

DESERT NEWCO, LLC

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of Desert Newco, LLC, a Delaware limited liability company (the " **Company** "), dated as of March 31, 2015, is entered into by and among the Company, GoDaddy Inc. (" **Pubco** "), The Go Daddy Group, Inc., an Arizona corporation (together with its Permitted Transferees who hold Units at the time in question, " **Holdings** "), GD Subsidiary Inc., a Delaware corporation (" **Pubco Sub** "), KKR 2006 Fund (GDG) L.P., a Delaware limited partnership (" **KKR 2006** "), KKR Partners III, L.P., a Delaware limited partnership (" **KKR Partners III** "), OPERF Co-Investment LLC, a Delaware limited liability corporation (" **OPERF** " and, together with KKR 2006, KKR Partners III and their respective Permitted Transferees who hold Units at the time in question, " **KKR** "), SLP GD Investors, L.L.C., a Delaware limited liability company (" **SLP GD** " and, together with its Permitted Transferees who hold Units at the time in question, " **Silver Lake** " and, together with KKR, the " **Sponsors** "), TCV VII, L.P., a Cayman Islands exempted limited partnership (" **TCV VII** ") and TCV Member Fund, L.P., a Cayman Islands exempted limited partnership (" **TCVMF** " and, together with TCV VII and their respective Permitted Transferees who hold Units at the time in question, " **TCV** "), QCP Fund C L.P., a Delaware limited partnership, and certain of its related persons identified on the Schedule of Members (together with their respective Permitted Transferees who hold Units at the time in question, " **Qatalyst** "), WS Investment Company, L.L.C. (2011A), a Delaware limited liability company (together with its Permitted Transferees who hold Units at the time in question, " **WSGR** ," and together with the Sponsors, TCV and Qatalyst, the " **Equity Investors** "), Desert Newco Managers, LLC (the " **Employee Holdco** ") and each of the other Members indicated on the Schedule of Members or otherwise admitted to the Company as a Member pursuant to the terms hereof, and amends and restates in its entirety that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of March 11, 2015 by and among the Company and the other Persons signatory thereto (the " **Second A&R LLC Agreement** ").

W I T N E S S E T H :

WHEREAS, pursuant to the filing of the Certificate of Formation with the office of the Delaware Secretary of State, the Company was formed on June 30, 2011 as a limited liability company in accordance with the Delaware Limited Liability Company Act, codified in Chapter 18 of Title 6 of the Delaware Code, as the same may be amended from time to time (the " **Act** ");

WHEREAS, Holdings and the Company entered into the original Limited Liability Company Agreement of the Company on June 30, 2011 (the " **Original LLC Agreement** "), pursuant to which Holdings became the sole member of the Company, which was amended and restated in its entirety by the Amended and Restated Limited Liability Company Agreement of the Company dated as of December 16, 2011 (the " **First A&R LLC Agreement** ") and the Second A&R LLC Agreement;

WHEREAS, pursuant to the terms of that certain Contribution and Assumption Agreement, dated as of December 15, 2011 (the " **Contribution Agreement** "), by and between Holdings, Desert Opco, LLC (" **Opco** ") and the Company, (i) Holdings contributed to Opco all of the Contributed Assets (as defined therein) and Opco assumed from Holdings all of the Assumed Liabilities (as defined therein) and (ii) Holdings contributed to the Company all of the limited liability company interests of Opco and, in exchange therefor, the Company issued certain Units to Holdings (the " **Contribution** ");

WHEREAS, concurrently with the execution and delivery of the First A&R LLC Agreement, Holdings sold, transferred and conveyed to the Equity Investors and the Employee Holdco, and the Equity Investors and the Employee Holdco purchased from Holdings, certain Units pursuant to the terms and conditions of that certain Unit Purchase Agreement among Gorilla Acquisition LLC, the Company and Holdings dated as of July 1, 2011 (the " **Purchase Agreement** ");

WHEREAS, for U.S. federal income tax purposes, the Contribution pursuant to the Contribution Agreement was and is intended to be disregarded and the purchase of Units by the Equity Investors and the Employee Holdco pursuant to the Purchase Agreement was and is intended to be treated as a transfer of assets as described in Situation 1 of Revenue Ruling 99-5, 1999-1 C.B. 434, and as further described in Section 2.2(a) of the Purchase Agreement;

WHEREAS, pursuant to the terms of that certain Reorganization Agreement, dated as of the date hereof, by and among the Company, Pubco and the other Persons signatory thereto (as may be amended, restated, supplemented and/or otherwise modified from time to time the " **Reorganization Agreement** "), the parties thereto have agreed to consummate the reorganization of the Company contemplated by Section 2.9 of the Second A&R LLC Agreement and to take other actions contemplated in the Reorganization Agreement (collectively, the " **Reorganization** "); and

WHEREAS, in connection with the transactions contemplated by the Reorganization Agreement, the Members wish to amend and restate the Second A&R LLC Agreement in its entirety, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and the Company hereby amend and restate the Second A&R LLC Agreement in its entirety as set forth herein and further agree as follows:

ARTICLE I
DEFINED TERMS

SECTION 1.1. Definitions . The capitalized terms that are used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this ARTICLE I.

" **Adjusted Capital Account Balance** " means, with respect to each Member, the balance in such Member's Capital Account adjusted (i) by taking into account the adjustments, allocations and distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (ii) by adding to such balance such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, determined pursuant to Treasury Regulations

Sections 1.704-2(g) and 1.704-2(i)(5) and any amounts such Member is obligated (or deemed to be obligated) to restore pursuant to any provision of this Agreement or by applicable Law. The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

" **Affiliate** " means, when used with reference to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person and, in respect of any Equity Investor or the Employee Holdco, any investment fund, vehicle or holding company of which such Equity Investor or Employee Holdco or any Affiliate of such Equity Investor or the Employee Holdco serves as the general partner, managing member or discretionary manager or advisor; provided that, other than with respect to the definition of "Covered Person", limited partners, non-managing members or other similar direct or indirect investors in a Member (in their capacities as such) shall not be deemed to be Affiliates of such Member; provided , further , that none of the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of any of the Members other than Pubco and any Subsidiary of Pubco.

" **Agreement** " means this Third Amended and Restated Limited Liability Company Agreement, including all schedules and exhibits hereto, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

" **Assumed Tax Rate** " means the sum of (i) the maximum marginal federal income tax rate applicable to an individual (including, solely in the case of The Go Daddy Group Inc. or any assignee thereof, any taxes imposed under Section 1411 of the Code to the extent applicable to the income allocable to an owner of The Go Daddy Group Inc. as of February 9, 2015, whether such owner continues to hold through The Go Daddy Group Inc. or holds directly or through an assignee thereof) and (ii) 7%.

" **Business Day** " means a day other than a Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by Law to close.

" **Certificate of Formation** " means the Certificate of Formation of the Company filed in the Office of the Secretary of State of Delaware, as amended from time to time in accordance with the terms hereof and the Act.

" **Class A Common Stock** " means Class A common stock, $0.001 par value per share, of Pubco.

" **Class B Common Stock** means Class B common stock, $0.001 par value per share, of Pubco.

" **Code** " means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations promulgated thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of the Code, as the same may be adopted.

“ **Common Stock** ” means all classes of Pubco’s common stock, including the Class A Common Stock and Class B Common Stock.

“ **Company Minimum Gain** ” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(2) for the phrase “partnership minimum gain.” The amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, for a Fiscal Year shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

“ **Covered Person** ” means (a) the Managing Member, each Member or the Tax Matters Partner, in each case in his, her or its capacity as such, and each such Person’s successors, heirs, estates or legal representative, (b) any Affiliate, in his, her or its capacity as such, of the Managing Member, each Member or the Tax Matters Partner in his, her or its capacity as such and (c) any Affiliate, officer, director, shareholder, partner, member, employee representative or agent of any of the foregoing, in each case in clauses (a) or (b) whether or not such Person continues to have the applicable status referred to in such clauses.

“ **Employee Holdco LLC Agreement** ” means the limited liability company agreement of Employee Holdco, as it may be amended or restated from time to time, including all exhibits thereto.

“ **Equity Securities** ” means, with respect to any Person, any (i) membership interests or shares of capital stock, (ii) equity, ownership, voting, profit or participation interests or (iii) similar rights or securities in such Person or any of its Subsidiaries, or any rights to securities convertible into or exchangeable for, options or other rights to acquire from such Person or any of its Subsidiaries, or obligation on part of such Person or any of its Subsidiaries to issue, any of the foregoing.

“ **Exchange** ” has the meaning given to such term in the Exchange Agreement.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“ **Exchange Agreement** ” means that certain Exchange Agreement, dated as of the date hereof, by and among Pubco, the Company and the holders of Units from time to time party thereto, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

“ **Exchange Registration Holders** ” has the meaning given to such term in the Registration Rights Agreement.

“ **Form 8-A Effective Time** ” has the meaning given to such term in the Reorganization Agreement.

“ **Governmental Authority** ” means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, or foreign, international, multinational or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof.

" **Gross Asset Value** " with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except that (i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as reasonably and in good faith determined by the Managing Member; (ii) the Gross Asset Value of any property of the Company distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution as determined by the Managing Member; and (iii) the Gross Asset Values of assets of the Company shall be increased (or decreased) to the extent the Managing Member determines reasonably and in good faith that such adjustment is necessary or appropriate to comply with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv). The Managing Member shall, in good faith use such method as it deems reasonable and appropriate to allocate the aggregate of the Gross Asset Value of assets contributed in a single or integrated transaction among each separate property on a basis proportional to their fair market values.

" **Initial Managers Members Schedule** " means the Initial Manager Members Schedule, dated as of even date herewith, as the same may be amended from time to time.

" **Initial Members** " means the Equity Investors, Holdings and the Employee Holdco; provided that, at any time, the Employee Holdco shall only have the rights and obligations of an Initial Member hereunder in respect of a number of Units held by the Employee Holdco that corresponds to the number of units of limited liability company interests of the Employee Holdco (if any) held by those Persons set forth on the Initial Managers Members Schedule at such time (the " **Initial Managers Members** ") and shall otherwise have the rights and obligations of a Member, but not an Initial Member, hereunder.

" **Interest** " means a limited liability company interest in the Company and includes any and all benefits to which the holder of such a limited liability company interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. The Interest of each Member at any particular time shall be expressed as a percentage equal to the number of Units owned by such Member at such time divided by the total number of Units owned by all Members at such time.

" **Investment Company Act** " means the U.S. Investment Company Act of 1940, as amended from time to time.

" **IPO** " means the initial underwritten public offering of Pubco pursuant to the registration statement on Form S-1 (SEC File No. 333-196615) originally filed on June 9, 2014.

" **Joinder Agreement** " means a Joinder Agreement substantially in the form attached hereto as EXHIBIT A with such modifications as may be authorized by the Managing Member.

" **Law** " means any constitution, treaty, code, law (including common law), statute, ordinance, rule, regulation or formal determination, in each case, of any Governmental Authority, as amended from time to time.

" **Liquidating Event(s)** " means those events described in Section 9.1 hereof which, upon their occurrence, will cause the Company to dissolve and its affairs to be wound up.

" **Losses** " means any loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, tax, expense and causes of action of any nature whatsoever.

" **Managing Member** " means (i) Pubco so long as Pubco has not withdrawn as the Managing Member pursuant to Section 6.2 and (ii) any successor thereof appointed as Managing Member in accordance with Section 6.2. Unless the context otherwise requires, references herein to the Managing Member shall refer to the Managing Member acting in its capacity as such.

" **Members** " and " **Member** " means the Persons listed as members on the Schedule of Members (as may be amended from time to time) and any other Person that both acquires an Interest and is admitted to the Company as a Member in accordance with the terms of this Agreement.

" **Member Nonrecourse Debt** " has the meaning of "partner nonrecourse debt" that is set forth in Treasury Regulations Section 1.704-2 (b)(4).

" **Member Nonrecourse Debt Minimum Gain** " has the meaning of "partner nonrecourse debt minimum gain" that is set forth in Treasury Regulations Section 1.704-2(i)(2).

" **Member Nonrecourse Deductions** " has the meaning of "partner nonrecourse deductions" that is set forth in Treasury Regulations Section 1.704-2(i)(1).

" **Net Income** " means the net income that the Company generates with respect to a Fiscal Year, as determined for U.S. federal income tax purposes; provided , however , that such income (i) shall be increased by the amount of all income during such period that is exempt from U.S. federal income tax, (ii) shall be decreased by the amount of all expenditures that the Company makes during such period that are not deductible for U.S. federal income tax purposes and that do not constitute capital expenditures, and (iii) shall not include any items that are specially allocated pursuant to Section 4.2. If the Gross Asset Value of an asset that is contributed to the Company (or, if the Gross Asset Value is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), such adjusted Gross Asset Value) differs from its adjusted basis for U.S. federal, state, or local income tax purposes, the amount of depreciation, amortization, and other cost recovery deductions shall be determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and the amount of gain or loss from a disposition of such asset shall be computed by reference to such Gross Asset Value or such adjusted Gross Asset Value. If the Gross Asset Value of an asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the adjustment amount shall be treated as gain or loss from the disposition of the asset.

" **Net Loss** " means the net loss the Company generates with respect to a Fiscal Year, as determined for federal income tax purposes; provided , however , that such loss (i) shall be decreased by the amount of all income during such period that is exempt from federal income tax, (ii) shall be increased by the amount of all expenditures that the Company makes during such period that are not deductible for federal income tax purposes and that do not constitute capital expenditures, and (iii) shall not include any items that are specially allocated pursuant to Section 4.2. If the Gross Asset Value of an asset that is contributed to the Company (or, if the Gross Asset Value is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), such adjusted Gross Asset Value) differs from its adjusted basis for federal, state, or local

income tax purposes, the amount of depreciation, amortization, and other cost recovery deductions shall be determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and the amount of gain or loss from a disposition of such asset shall be computed by reference to such Gross Asset Value or such adjusted Gross Asset Value. If the Gross Asset Value of an asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the adjustment amount shall be treated as gain or loss from the disposition of the asset.

" **Nonrecourse Deductions** " has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

" **Overnight Underwritten Takedown Offering** " has the meaning set forth in the Registration Rights Agreement.

" **Ownership Minimum** " means, with respect to a Sponsor, that such Sponsor and its Affiliates own at least 5% of the Class A Common Stock outstanding immediately following the consummation of the IPO, assuming that all outstanding Paired Interests that are exchangeable for Class A Common Stock pursuant to the Exchange Agreement are so exchanged (and, for the avoidance of doubt, without giving effect to any contractual or other limitation on the conversion or exchange of such Units that may be in effect from time to time).

" **Paired Interest** " has the meaning given to such term in the Exchange Agreement.

" **Permitted Transferee** " means, with respect to the Managing Member or any Subsidiary of the Managing Member: the Managing Member (including any successor Managing Member appointed pursuant to Section 6.2) and any Person that could be appointed as a Managing Member as described in clauses (a) through (d) of Section 6.2 . "Permitted Transferee" means, generally with respect to any other Member, any Affiliate of such Member; provided that (i) in no event shall a direct or indirect competitor of the Company (or an Affiliate thereof), as reasonably determined by the Managing Member, be a Permitted Transferee, except that a fund-level Affiliate of any Equity Investor holding any ownership interest in a portfolio company of such fund which may be deemed to be a competitor of the Company (unless such Affiliate was formed for the primary purpose of holding, or is otherwise primarily intended to hold, ownership interests solely in portfolio companies that would be deemed to be competitors of the Company), shall not, by virtue of such ownership interest, be deemed to be a direct or indirect competitor of the Company itself, (ii) with respect to Holdings, only the following shall be Permitted Transferees: (A) Robert Parsons, (B) a spouse, lineal descendant, sibling, parent or heir of Robert Parsons, (C) an entity that is solely controlled by Robert Parsons or any of the persons described in clause (B) (or a combination thereof); provided that Robert Parsons or any of the persons described in clause (B) are, collectively, the sole beneficial owners of such entity, (D) a person to whom Units are transferred (1) by will or the Laws of descent and distribution by a person described in clause (A) or (B) above or (2) by gift without consideration of any kind, provided that, in the case of clause (2), such transferee is the spouse, lineal descendant, sibling, parent or heir of such person or (E) a trust that is for the exclusive benefit of a person described in any of the foregoing clauses (A), (B) or (D) above, (iii) with respect to an Initial Managers Member, only the following shall be Permitted Transferees: (A) a spouse, lineal descendant, sibling, parent or heir of such Initial Managers Member, (B) an entity that is solely controlled by such Initial Managers Member or any of the persons described in clause (A) (or a combination

thereof), provided that such Initial Managers Member or any of the persons described in clause (A) are, collectively, the sole beneficial owners of such entity, (C) a person to whom Units are transferred (1) by will or the Laws of descent and distribution by a person described in clause (A) above or (2) by gift without consideration of any kind, provided that, in the case of clause (2), such transferee is the spouse, lineal descendant, sibling, parent or heir of such person or (D) a trust that is for the exclusive benefit of a person described in any of the foregoing clauses (A) or (C) above.

" **Person** " means an individual, a corporation, a partnership, a limited liability company, a trust, an incorporated or unincorporated association, a joint venture, a joint stock company or any other entity or body.

" **Registration Rights Agreement** " means that certain Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among Pubco and each other party thereto, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

" **Reorganization Documents** " means this Agreement, the Reorganization Agreement, the Tax Receivable Agreements, the Exchange Agreement, the Registration Rights Agreement and the Stockholder Agreement.

" **Schedule of Members** " means the Schedule of Members, dated as of even date herewith, as the same may be amended from time to time to reflect any changes in the Members and their respective Interests.

" **Schedule of Exchange Registration Holders** " means the Schedule of Exchange Registration Holders, dated as of even date herewith, as the same may be amended from time to time to reflect any changes in the Exchange Registration Holders in accordance with the Registration Rights Agreement.

" **SEC** " means the U.S. Securities and Exchange Commission.

" **Securities Act** " means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

" **Subsidiary** " means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director, manager or general partner of such partnership, limited liability company, association or other business entity.

“ **Stockholder Agreement** ” means that certain Stockholder Agreement, dated as of the date hereof, by and among Pubco and each other party thereto, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

“ **Tax Receivable Agreements** ” means those certain Tax Receivable Agreements, dated as of or about the date hereof, by and among Pubco and each other party thereto, each as may be amended, restated, supplemented and/or otherwise modified from time to time.

“ **Transfer** ” means any act by a Member to sell, exchange, assign, transfer, convey or otherwise dispose of, encumber, pledge, convey or hypothecate, whether directly, indirectly, voluntarily, involuntarily, by operation of Law, pursuant to judicial process or otherwise, all or any part of its Interest other than (i) Transfers of any Equity Securities of Pubco (excluding any such Transfer of Common Stock for the purpose of Section 8.3, which shall be deemed a “Transfer” pursuant to this definition) or (ii) pursuant to participation in a Pubco Offer (as defined in the Exchange Agreement) pursuant to the terms and conditions of the Exchange Agreement; provided that the transfer of limited partnership interests, limited liability company interests or similar interests in any of the Equity Investors, any other private equity fund or any direct or indirect parent entity with respect to any such Equity Investor or private equity fund, in each case, shall not constitute a Transfer for purposes of this Agreement.

“ **Treasury Regulations** ” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time-to-time, and any successor provisions.

SECTION 1.2. Additional Definitions . For all purposes of and under this Agreement, the following capitalized terms shall have the respective meanings ascribed to them on the page of this Agreement set forth opposite each such capitalized term below:

ARTICLE II
ORGANIZATIONAL MATTERS

SECTION 2.1. Formation; Name . The Company was formed on June 30, 2011, upon the execution and filing with the Secretary of State of the State of Delaware of the Certificate of Formation pursuant to the Act. This Agreement shall be effective as of the date hereof. The name of the Company shall be “Desert Newco, LLC,” or such other name as the Managing Member may from time to time hereafter designate in accordance herewith and with the Act. The Company shall prompt notify each of the Members of any change to the name of the Company. The Managing Member shall cause to be executed and filed such further certificates, notices, statements or other instruments required by Law for the operation of a limited liability

company in all jurisdictions where the Company is required to, or in which the Managing Member desires that the Company, qualify or be authorized to do business as a foreign limited liability company, or as otherwise necessary to carry out the purpose of this Agreement and the business of the Company. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

SECTION 2.2. Purpose of the Company . The purpose of the Company shall be to engage in any lawful business, act or activity permitted by the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act, by any other Law or by this Agreement (if not prohibited by the Act), together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

SECTION 2.3. Offices; Registered Agent . The principal office of the Company, and such additional offices as the Company may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Managing Member may designate from time to time. The Company shall promptly notify each of the Members of any change to the principal office of the Company. The registered office of the Company in Delaware shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managing Member may designate from time to time in the manner provided by Law, and its registered agent shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Managing Member may designate from time to time in the manner provided by Law.

SECTION 2.4. Term . The term of the Company commenced on the date its Certificate of Formation was filed with the office of the Secretary of State of the State of Delaware. The Company shall have perpetual existence unless dissolved in accordance with the terms of this Agreement or the Act.

SECTION 2.5. Liability to Third Parties . The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person; provided , that the foregoing shall not alter a Member's obligation under the Act to return funds wrongfully distributed to it. No Member, in his, her or its capacity as a Member, shall be required to lend any funds or provide any services to the Company or any of its Subsidiaries or Affiliates, except as otherwise expressly required by the Act or by this Agreement or as otherwise agreed to in writing between the Company and such Member. Notwithstanding any provision of this Agreement to the contrary but subject to the terms of this Agreement, any Member, at its sole and absolute discretion, may make loans to the Company or guarantee all or any portion of any debt, obligation or liability of the Company; provided , however , that unless set forth herein to the contrary, no loan or guaranty made nor any service performed by any Member to or for the benefit of the Company shall be deemed a capital contribution to the Company.

SECTION 2.6. Corporate Opportunities; Confidentiality . Subject to the provisions of Section 2.7:

(a) The Members may, during the term of the Company, engage in and possess an interest for their respective accounts in other business ventures of every nature and description, independently or with others, and neither the Company, any Subsidiary of the Company nor any Member shall have any right in or to said independent ventures or any income or profits derived from said independent ventures and, unless such Person expressly agrees otherwise in this Agreement or another written agreement, no Member or its Affiliates or any director, officer, manager or employee of such Member or its Affiliates who may serve as an officer, manager, director and/or employee of the Company or its Subsidiaries shall be liable to Company or any of its Subsidiaries by virtue of being a Member or an Affiliate of a Member by reason of activity undertaken by such Person or by any other Person in which Person may have an investment or other financial interest which is in competition with the Company or its Subsidiaries. No Member (in his or her capacity as such) shall be required to devote business time and attention to the affairs of the Company, unless such Person expressly agrees otherwise in this Agreement or another written agreement. Nothing in this Section 2.6(a) is meant to limit the fiduciary duties of the Managing Member or officers of the Company described in Section 2.7, or the confidentiality undertakings of the Members described in Section 2.6(d), and in no event shall any Member or any of its Representatives use any Confidential Information for any purpose other than for the benefit of the Company or a purpose reasonably related to monitoring or protecting such Member's investment in the Company.

(b) The Members (solely in their capacity as Members) and their respective Affiliates (including one or more associated investments funds or portfolio companies) shall have the right: (A) to directly or indirectly engage in any business (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Company and its Subsidiaries); (B) to directly or indirectly do business with any client or customer of the Company or any of its Subsidiaries; and (C) not to present potential transactions, matters or business opportunities to the Company or its Subsidiaries, and to pursue, directly or indirectly, any such opportunity for themselves (and their agents, partners or Affiliates), and to direct any such opportunity to another Person. Nothing in this Section 2.6(b) is meant to limit (i) the fiduciary duties of the Managing Member or officers of the Company described in Section 2.7, (ii) the confidentiality undertakings of the Members described in Section 2.6(d), and in no event shall any Member or any of its Representatives use any Confidential Information for any purpose other than for the benefit of the Company or a purpose reasonably related to monitoring or protecting such Member's investment in the Company or (iii) the provisions of any other agreement or undertaking by any Member or any of its Affiliates or Representatives.

(c) None of the Members (solely in their capacity as Members) and their respective Affiliates shall have any duty (contractual or otherwise) to communicate or present any corporate opportunities to the Company or any of its Subsidiaries or any of their respective Affiliates or equityholders or to refrain from any actions specified in Section 2.6(b) hereof, and the Company, on its own behalf and on behalf of its Affiliates and equityholders, hereby irrevocably waives any right to require any of such Members (solely in their capacity as Members) or any of their respective Affiliates to act in a manner inconsistent with the provisions of this paragraph. None of the Members (solely in their capacity as Members) nor any of their

respective Affiliates shall be liable to the Company or any of its Affiliates or equityholders for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in Section 2.6(a), (b) or (c), or of any such Person's participation therein. Nothing in this Section 2.6(c) is meant to limit the fiduciary duties of the Managing Member or officers of the Company described in Section 2.7, or the provisions of any other agreement or undertaking by any Member or any of its Affiliates or Representatives.

(d) Any (i) information regarding any other Member or any of the Affiliates of such Member, (ii) information provided to any Member pursuant to inspection rights contained herein or granted by the Managing Member, (iii) information regarding the terms and conditions of the transactions contemplated by the Purchase Agreement, this Agreement and the other Reorganization Documents and (iv) information regarding the Company or its Subsidiaries, including its business, affairs, financial information, operating practices and methods, customers, suppliers, expansion plans, strategic plans, marketing plans, contracts and other business documents obtained by a Member from or on behalf of the Company, any of its Subsidiaries or a Member (in its capacity as a Member) (collectively, " **Confidential Information** ") will be kept confidential, and will not be disclosed by such Member other than to its direct or indirect partners, former partners, members, shareholders, managers, directors, officers, employees, representatives, Affiliates, advisors and agents (collectively, " **Representatives** ") who need to know such Confidential Information for the purposes of their relationship with, or investment in, such Member or the Company, and who are informed of the confidential and proprietary nature of such Confidential Information. In no event shall any Member or its Representatives use any Confidential Information for any purpose other than for the benefit of the Company or a purpose reasonably related to monitoring or protecting such Member's investment in the Company. A Member shall be responsible for any breach of the terms of this Section 2.6 by it or its Representatives, and shall take reasonably appropriate steps to safeguard Confidential Information from disclosure, misuse, espionage, loss and theft. In addition, each Member acknowledges that (x) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (y) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (z) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Notwithstanding the foregoing, "Confidential Information" shall not include information that: (I) is or becomes generally available to the public other than as a result of a disclosure by the Member or its Representatives in violation of this provision; (II) was available to the Member on a nonconfidential basis prior to its disclosure by the Company or its Representatives; (III) becomes available to the Member on a non-confidential basis from a Person other than the Company, its Subsidiaries or their respective Representatives who is not known by the Member to be otherwise bound by a confidentiality agreement with the Company, its Subsidiaries or any of their respective Representatives in respect of such information, or is otherwise not known by the Member to be under an obligation to the Company, its Subsidiaries or any of their respective Representatives not to transmit such information to the Member or its Representatives; or (IV) was independently developed by the Member without reference to or use of such information. Notwithstanding the foregoing, in the event that a Member is requested to disclose any Confidential Information (A) to any Governmental Authority having jurisdiction over such Member, (B) in response to any court order, subpoena, civil investigative demand, information request or similar process or (C) in connection with any disclosure obligation under any applicable Law (including to the appropriate Governmental Authorities in respect of the tax treatment or tax structure of the transactions

contemplated hereby or by the Purchase Agreement or any of the Reorganization Documents), the Member may disclose such Confidential Information; provided that such Member provides written notice to the Company and the other Members promptly after receipt of such request and prior to responding, unless such notice is prohibited by applicable Law or such disclosure is to be made to a regulatory or self-regulatory authority as part of such authority's examination or inspection of the business or operations of such Member and such examination or inspection does not specifically reference or target the Company or any of its Subsidiaries by name, so that the Company and/or the other Members may seek a protective order or other appropriate remedy (and such Member agrees to cooperate with the Company and/or the other Members in connection with seeking such order or other remedy). In the event that such protective order or other remedy is not obtained, such Member agrees to furnish only that portion of the Confidential Information that it determines, after consultation with counsel, is legally required, and to exercise reasonable best efforts to obtain assurance that confidential treatment shall be accorded such Confidential Information. The confidentiality obligations of each Member pursuant to Section 2.6(d) shall survive for two years following the disposition of all Units of such Member.

(e) Notwithstanding Section 2.6(d) above, Pubco may disclose any Confidential Information pursuant to any disclosure obligation under any applicable Law or stock exchange rule with no obligation to provide written notice to the Company or any other Member to whom such Confidential Information relates.

SECTION 2.7. Fiduciary Duties .

(a) Notwithstanding Section 2.6 above or any other provision to the contrary in this Agreement, (i) the Managing Member shall, in its capacity as Managing Member, and not in any other capacity, have the same fiduciary duties to the Company and the Members as a member of the board of directors of a Delaware corporation (assuming such corporation had in its certificate of incorporation a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the Delaware General Corporation Law (the " **DGCL** ")); (ii) any member of the board of directors of Pubco that is an officer of Pubco or the Company shall, in its capacity as director, and not in any other capacity, have the same fiduciary duties to Pubco as a member of the board of directors of a Delaware corporation (assuming such corporation had in its certificate of incorporation a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL); and (iii) each officer of the Company and each officer of Pubco shall, in their capacity as such, and not in any other capacity, have the same fiduciary duties to the Company and the Members (in the case of any officer of the Company) or Pubco (in the case of any officer of Pubco) as an officer of a Delaware corporation (assuming such corporation had in its certificate of incorporation a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL). For the avoidance of doubt, the fiduciary duties described in clause (i) above shall not be limited by the fact that the Managing Member shall be permitted to take certain actions in its sole or reasonable discretion pursuant to the terms of this Agreement or any agreement entered into in connection herewith.

(b) The parties hereto acknowledge that the Managing Member will take action through its board of directors, and that the members of the Managing Member's board of directors will owe fiduciary duties to the stockholders of the Managing Member. The Managing

Member will use commercially reasonable and appropriate efforts and means, as determined in good faith by the Managing Member, to minimize any conflict of interest between the Members, on the one hand, and the stockholders of the Managing Member, on the other hand, and to effectuate any transaction that involves or affects any of the Company, the Managing Member, the Members and/or the stockholders of the Managing Member in a manner that does not (i) disadvantage the Members of their interests relative to the stockholders of the Managing Member or (ii) advantage the stockholders of the Managing Member relative to the Members or (iii) treat the Members and the stockholders of the Managing Member differently; provided that in the event of a conflict between the interests of the stockholders of the Managing Member and the interests of the Members other than the Managing Member, such other Members agree that the Managing Member shall discharge its fiduciary duties to such other Members by acting in the best interests of the Managing Member's stockholders.

(c) Any duties and liabilities set forth in this Agreement shall replace those existing at Law or in equity (including the duties of any Covered Person) and each of the Company and each Member hereby, to the fullest extent permitted by applicable Law, including Section 18-1101(c) of the Act:

(i) acknowledges and agrees that none of the Sponsors or any Covered Person relating to such Sponsor, acting in his or her capacity as such, shall be obligated (A) to reveal to the Company or any of its Subsidiaries confidential information belonging to or relating to the business of such Person or any of its Affiliates or (B) to recommend or to take any action in its capacity as such Member that prefers the interest of the Company or its Subsidiaries over the interest of such Person; and

(ii) waives the right to make any claim, bring any action or seek any recovery based on any duties or liabilities existing at Law or in equity (including the duties of any Covered Person) other than any such duties and liabilities set forth in this Agreement.

(d) The provisions of this Section 2.7 shall survive any amendment, repeal or termination of this Agreement.

SECTION 2.8. No State Law Partnership . The Members intend that the Company shall not constitute or be treated as a partnership (including a limited partnership) or joint venture, and that no Member or officer of the Company shall be a partner or joint venturer of any other Member or officer, for any purposes other than federal, and if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. Notwithstanding the immediately preceding sentence, the Members intend that the Company shall be treated as a partnership for U.S. federal income tax and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns, and otherwise take all tax and financial reporting positions, in a manner consistent with such treatment.

ARTICLE III
CAPITAL; UNITS

SECTION 3.1. Capital .

(a) Capital Accounts . A separate capital account (" **Capital Account** ") shall be maintained for each Member in accordance with Section 704(b) of the Code, and the Treasury Regulations promulgated thereunder including, without limitation, Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Account of the Members as of the date hereof shall be in proportion to the percentage Interests set forth opposite the Members' names on the Schedule of Members.

(b) Changes to Capital Accounts . Subject to the provisions of Section 3.1(a), the Capital Account for each Member shall consist of the Member's initial capital contribution (actual or deemed), increased by any additional capital contributions made by the Member, by the Member's share of all items of Net Income allocated pursuant to Section 4.1 and any items in the nature of income or gain which are specially allocated pursuant to Section 4.2 and by the amount of any Company liabilities which the Member is deemed to assume or which are secured by any Company property distributed to the Member, and decreased by the Member's share of all items of Net Loss allocated pursuant to Section 4.1 and any items in the nature of loss or deduction which are specifically allocated pursuant to Section 4.2, by any distributions to the Member and by the amount of any liabilities of the Member which the Company is deemed to assume or which are secured by property contributed by the Member to the Company. A transferee of a Member's Interest in the Company (or a portion thereof) shall succeed to the Capital Account of such Member (or the *pro rata* or other appropriate portion thereof, as applicable).

(c) No Interest on Capital Contributions . No interest shall be paid on the initial capital contributions or on any subsequent capital contributions. No amount distributed pursuant to ARTICLE V of this Agreement shall constitute a payment under Code Section 707(a) or Section 707(c).

(d) Additional Capital Contributions . Subject to Section 3.4 and Section 3.6, the Managing Member may determine whether to raise additional capital. No Member shall be required to participate in any such capital call.

(e) Creditors . A creditor who makes a nonrecourse loan to the Company shall not have or acquire, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company other than as a creditor.

SECTION 3.2. Return of Capital . No Member shall be entitled to have any capital contribution returned to it or to receive any distribution from the Company upon withdrawal or otherwise, except in accordance with the express provisions of this Agreement. No unreturned capital contribution shall be deemed or considered to be a liability of the Company or any Member. No Member shall be required to contribute any cash or property to the Company to enable the Company to return any Member's capital contribution.

SECTION 3.3. Units .

(a) On March 11, 2015, simultaneously with the execution of the Second A&R LLC Agreement, each single Unit (as defined below) issued and outstanding immediately prior to March 11, 2015 automatically was converted into 0.5 Units of the same class and series as in effect immediately prior to March 11, 2015 (the " **Reverse Unit Split** "); provided that the Reverse Unit Split was implemented with respect to Units held by Employee Holdco on behalf

of its members as if the Units were held directly by the members of Employee Holdco in accordance with their ownership interest in Employee Holdco. No fractional units were issued as a result of the Reverse Unit Split. In lieu of such fractional units to which a holder (or, in the case of Employee Holdco, each of its members if such members held the Units directly) would otherwise be entitled, the Company made a cash payment to such holder (or member of Employee Holdco, as applicable) equal to the product obtained by *multiplying* $19.50 (which was determined to be the fair market value of a Unit (after giving effect to the Reverse Unit Split) as of March 11, 2015) *by* such fraction. The Schedule of Members reflects the Reverse Unit Split. Any reference to a number of Units in any agreement with the Company entered into prior to March 11, 2015, which agreement does not by its terms provide for an appropriate adjustment to such number of Units as a result of the Reverse Unit Split and is not subsequently amended to adjust the number of Units to reflect the Reverse Unit Split shall be deemed to refer to such specified number of Units, as adjusted for the Reverse Unit Split. The Reverse Unit Split shall have no effect on the relative rights, powers and obligations of any class and series of Units as set forth in this Agreement.

(b) In connection with the Reorganization, pursuant to Sections 2.1(b)(v) and 2.1(c)(i) of the Reorganization Agreement, upon the effectiveness of this Agreement (i) Pubco and Pubco Sub shall be admitted to the Company as Members, (ii) the Company has reclassified each Unit existing prior to the execution of this Agreement as one non-voting "Unit" (as defined below), and (iii) each of the Persons listed on the Schedule of Members delivered to the Company concurrently with the execution of this Agreement shall own the number of Units set forth opposite such Member's name on the Schedule of Members.

(c) Limited liability company interests (as such term is defined in Section 18-101(8) of the Act) of the Company held by Members shall be represented by " **Units** ". All references to numbers of Units in this Agreement shall be appropriately adjusted to reflect any equity dividend, split, combination or other recapitalization or similar transaction affecting the Units occurring after the date hereof. The rights, preferences, powers, qualifications, limitations and restrictions of the Units shall be as set forth in this Agreement (as may be amended from time to time). Subject to ARTICLE VI and Section 10.3(b), the Managing Member has the right, without the consent or other approval of the other Members, to create additional classes of Units with different terms and conditions, including terms that are senior to or pari passu with other classes. Subject to ARTICLE VI and Section 10.3(b), the Managing Member shall have the right, from time to time, to amend this Agreement, without the consent or other approval of the other Members, to reflect the terms and conditions applicable to any such additional classes of Units. The Units shall be uncertificated unless certificates including appropriate restrictive legends relating to the transfer restrictions contained herein and under the Securities Act shall be expressly approved by the Managing Member. Each Member agrees that, except as otherwise provided herein, all of the provisions of this Agreement shall apply to all securities of the Company now held (including any securities issued upon the exercise, conversion or exchange of any warrants, options or other rights to acquire Equity Securities of the Company or debt securities that are convertible into Equity Securities of the Company) or which may be issued or Transferred hereafter to a Member in consequence of any additional issuance, purchase, Transfer, exchange or reclassification of any of such securities, corporate reorganization, or any other form of recapitalization, consolidation, acquisition, stock split or stock dividend, or which are acquired by a Member in any other manner. Nothing in this Agreement shall be interpreted to provide contractual appraisal rights pursuant to Section 18-210 of the Act.

SECTION 3.4. Issuance of Additional Units . Subject to Section 3.6 and ARTICLE VIII, upon approval of the Managing Member, additional Members may be admitted to the Company as Members, and Units may be issued to such Persons. Any admission of an additional Member is effective only after such new Member has executed a Joinder Agreement or such other agreement to be bound unconditionally to this Agreement in a form satisfactory to the Managing Member. Upon receipt of such undertaking by the Company and receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and listed as such on the books and records of the Company and thereupon shall be issued its Units. Upon the issuance of Units to any Member, the Managing Member shall adjust the Schedule of Members to reflect the issuance of Units to such Member, and the resulting change in the percentage Interests of all Members. Notwithstanding anything to the contrary in this Section 3.4, any member of Employee Holdco, without the consent of the Managing Member or any other Person, shall, concurrently upon (i) the distribution of a Paired Interest to such member in accordance with the terms and subject to the conditions of the Employee Holdco LLC Agreement and (ii) the execution by such member of a Joinder Agreement hereto, become and be deemed to be a substitute Member for all purposes under this Agreement.

SECTION 3.5. Pubco Ownership .

(a) If at any time Pubco issues a share of Class A Common Stock or any other Equity Security of Pubco entitled to any economic rights (including in the IPO) (an " **Economic Pubco Security** ") with regard thereto (other than Class B Common Stock or another Equity Security of Pubco not entitled to any economic rights with respect thereto), (i) the Company shall issue to Pubco one Unit (if Pubco issues a share of Class A Common Stock) or such other Equity Security of the Company (if Pubco issues an Economic Pubco Security other than Class A Common Stock) corresponding to the Economic Pubco Security with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Economic Pubco Security and (ii) the net proceeds received by Pubco with respect to the corresponding Economic Pubco Security, if any, shall be concurrently contributed to the Company; provided , however , that if Pubco issues any Economic Pubco Securities, some or all of the net proceeds of which are to be used to fund expenses or other obligations of Pubco for which Pubco would be permitted a distribution pursuant to Section 5.1(c), then Pubco shall not be required to transfer such net proceeds to the Company which are used or will be used to fund such expenses or obligations, and provided , further , that if Pubco issues any shares of Class A Common Stock in order to purchase or fund the purchase from another Member (other than a Subsidiary of Pubco) of a number of Units (and Class B Common Stock), then the Company shall not issue any new Units in connection therewith and Pubco shall not be required to transfer such net proceeds to the Company (it being understood that such net proceeds shall instead by transferred to such other Member as consideration for such purchase).

(b) Notwithstanding Section 3.5(a), this Section 3.5 shall not apply (i) to the issuance and distribution to holders of shares of Pubco common stock of rights to purchase Equity Securities of Pubco under a "poison pill" or similar shareholder rights plan (it being understood that upon exchange of Paired Interests for Class A Common Stock pursuant to the Exchange Agreement, such Class A Common Stock would be issued together with a corresponding right) or (ii) to the issuance under any employee benefit plan of Pubco of any warrants, options or other rights to acquire Equity Securities of Pubco or rights or property that may be converted into or settled in Equity Securities of Pubco, but shall in each of the foregoing cases apply to the issuance of Equity Securities of Pubco in connection with the exercise or settlement of such rights, warrants, options or other rights or property.

SECTION 3.6. Restrictions on Pubco Stock .

(a) Except as otherwise determined by the Managing Member in accordance with Section 3.6(d), (i) the Company may not issue any additional Units of the Company to Pubco or any of its Subsidiaries unless substantially simultaneously therewith Pubco or such Subsidiary issues or sells, to a Person other than Pubco or its Subsidiaries, an equal number of shares of Class A Common Stock and (ii) the Company may not issue any other Equity Securities of the Company to Pubco or any of its Subsidiaries unless substantially simultaneously therewith Pubco or such Subsidiary sells, to a Person other than Pubco or its Subsidiaries, an equal number of shares of a new class or series of Equity Securities of Pubco with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Company.

(b) Except as otherwise determined by the Managing Member in accordance with Section 3.6(d), neither Pubco nor any of its Subsidiaries may (i) redeem, repurchase or otherwise acquire any shares of Class A Common Stock unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from Pubco (or such Subsidiary, as applicable) an equal number of Units for the same price per security (or, if Pubco (or such Subsidiary, as applicable) uses funds received from distributions from the Company or the net proceeds from an issuance of Class A Common Stock to fund such redemption, repurchase or acquisition, then the Company shall cancel an equal number of Units for no consideration) or (ii) redeem, repurchase or otherwise acquire any other Equity Securities of Pubco (other than Class B Common Stock) unless substantially simultaneously the Company redeems, repurchases or acquires from Pubco (or such Subsidiary, as applicable) an equal number of Equity Securities of the Company of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) or other economic rights as those of such Equity Securities of Pubco for the same price per security (or, if Pubco (or such Subsidiary, as applicable) uses funds received from distributions from the Company or the net proceeds from an issuance of Equity Securities other than Class A Common Stock to fund such redemption, repurchase or acquisition, then the Company shall cancel an equal number of its corresponding Equity Securities for no consideration). Except as otherwise determined by the Managing Member in accordance with Section 3.6(d), the Company may not (x) redeem, repurchase or otherwise acquire Units from Pubco or any of its Subsidiaries unless substantially simultaneously Pubco or such Subsidiary redeems, repurchases or otherwise acquires an equal number of Class A Common Stock for the same price per security from holders thereof (except that if the Company cancels Units for no consideration as described in Section 3.6(b)(i), then the prices per security need not be the same) and (y) redeem, repurchase or otherwise acquire any other Equity Securities of the Company from Pubco or any of its Subsidiaries unless substantially simultaneously Pubco or such Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of Pubco of a corresponding class or series with substantially the same rights to dividends and distributions (including dividends and distributions upon liquidation) and other economic rights as those of such Equity Securities of Pubco (except that if the Company cancels Equity Securities for no consideration as described in Section 3.6(b)(ii), then the price per security need not be the same). Notwithstanding the immediately preceding sentence, to the extent that any consideration payable to Pubco in

connection with the redemption or repurchase of any shares or other Equity Securities of Pubco or any of its Subsidiaries consists (in whole or in part) of shares or such other Equity Securities (including, for the avoidance of doubt, in connection with the cashless exercise of an option or warrant) then redemption or repurchase of the corresponding Units of other Equity Securities of the Company shall be effectuated in an equivalent manner (except if the Company cancels Units or other Equity Securities for no consideration as described in this Section 3.6(b)).

(c) The Company shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding Units unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding Pubco Common Stock, with corresponding changes made with respect to any other exchangeable or convertible securities. Pubco shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding Pubco Common Stock unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding Units, with corresponding changes made with respect to any other exchangeable or convertible securities.

(d) Notwithstanding anything to the contrary in this ARTICLE IV:

(i) if at any time the Managing Member shall determine that any debt instrument of Pubco, the Company or its Subsidiaries shall not permit Pubco or the Company to comply with the provisions of Section 3.6(a) or Section 3.6(b) in connection with the issuance, redemption or repurchase of any shares of Class A Common Stock or other Equity Securities of Pubco or any of its Subsidiaries or any Units or other Equity Securities of the Company, then the Managing Member may in good faith implement an economically equivalent alternative arrangement without complying with such provisions, subject to the prior written consent (not to be unreasonably withheld) of each Sponsor, in each case so long as such Sponsor meets the Ownership Minimum; and

(ii) if (x) Pubco incurs any indebtedness and desires to transfer the proceeds of such indebtedness to the Company and (y) Pubco is unable to lend the proceeds of such indebtedness to the Company on an equivalent basis because of restrictions in any debt instrument of Pubco, the Company or its Subsidiaries, then notwithstanding Section 3.6(a) or Section 3.6(b), the Managing Member may in good faith implement an economically equivalent alternative arrangement in connection with the transfer of proceeds to the Company including by using non-participating preferred Equity Securities of the Company without complying with such provisions; provided that such arrangement shall be subject to the prior written consent (not to be unreasonably withheld) of each Sponsor, in each case so long as such Sponsor meets the Ownership Minimum.

SECTION 3.7. Member Representations and Warranties . Each Member hereby represents and warrants that (a) such Member has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution and delivery of this

Agreement by such Member, the performance of its obligations hereunder and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all requisite action in accordance with applicable Law; (c) this Agreement has been duly executed and delivered by such Member and constitutes the legal, valid and binding obligation of such Member enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting the rights of creditors generally, and the availability of equitable remedies; (d) no filing with, or authorization, consent or approval of, any Person is required to be made or obtained in connection with the authorization, execution, delivery and performance by such Member of this Agreement, or the consummation of the transactions contemplated hereby; (e) such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto; (f) such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time; (g) such Member acquired and is holding interests in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public; and (h) such Member is aware that the interests in the Company have not been registered under the securities Laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities Laws (or there is an exemption therefrom) and in any event in compliance with the applicable provisions of this Agreement and the Exchange Agreement. Each Member hereby agrees to indemnify the Company and each Covered Person against any Loss suffered or incurred by the Company, any of its Subsidiaries or such Covered Person, resulting from any breach of the foregoing representations and warranties by such Member.

ARTICLE IV
ALLOCATION OF NET INCOME AND NET LOSSES

SECTION 4.1. General . Subject to the other provision of this ARTICLE IV, Net Income, Net Loss, and, to the extent necessary, individual items of income (including gross income), gain, loss or deduction of the Company, for each Fiscal Year (or portion thereof) shall be allocated among the Members so that the Capital Account of each Member, after making such allocation, is, or is as nearly as possible, equal (or in proportion thereto, if the total amount to be allocated is insufficient) to the distributions that would be made to such Member if the Company were dissolved, its affairs wound up, and its assets other than money sold for cash equal to their respective Gross Asset Values (which, for the avoidance of doubt, shall not be booked up or written down to fair market value for this purpose outside of an actual liquidation), all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and the net assets of the Company (if any) were distributed to the Members in accordance with Section 5.2 immediately after making such allocation. For purposes of, and prior to, making allocations under this Section 4.1, (x) Capital Accounts shall be reduced by any distributions made with respect to the Fiscal Year (or portion thereof), (y) Capital Accounts shall be adjusted for any special allocations required pursuant to Section 4.2 with respect to the Fiscal Year, and (z) each Member’s Capital Account balance shall be deemed to be increased by such Member’s share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain.

SECTION 4.2. Special Allocations . Notwithstanding anything to the contrary in Section 4.1, the following special allocations will apply.

(a) Minimum Gain Chargeback . Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this ARTICLE IV, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount that equals such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to such sentence. The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.2(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback . Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this ARTICLE IV, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount that equals such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain that is attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to such sentence. The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions . In accordance with Treasury Regulations Section 1.704-2, any Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in accordance with the Members' respective percentage Interests.

(d) Member Nonrecourse Deductions . Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(e) Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance in such Member's Adjusted Capital Account Balance created by such adjustments, allocations or distributions as promptly as possible; provided that an allocation pursuant to this Section 4.2(e) shall be made only to the extent that a Member would have a deficit Adjusted Capital Account Balance in excess of such sum after all other allocations provided for in this ARTICLE IV have been tentatively made as if this Section 4.2(e) were not in this Agreement. This Section 4.2(e) is intended to comply with the "qualified income offset" requirement of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(f) Gross Income Allocation. If any Member has a deficit Capital Account at the end of any taxable year which is in excess of the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2 (i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 4.2(f) shall be made only if and to the extent that a Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this ARTICLE IV have been tentatively made as if Section 4.2(e) and this Section 4.2(f) were not in this Agreement.

(g) Ameliorative Allocations . Any special allocations of income or gain pursuant to Sections 4.2(e) or 4.2(f) shall be taken into account in computing subsequent allocations pursuant to Section 4.1 and this Section 4.2(g), so that the net amount of any items so allocated and all other items allocated to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each Partner if such allocations pursuant to Sections 4.2(e) or 4.2(f) had not occurred.

(h) Code Section 754 Adjustments . Subject to Section 4.6(a), the Company shall make an election pursuant to Section 754 of the Code effective for the taxable year that includes the date hereof and all future taxable years. Pursuant to Treasury Regulations Section 1.704-1 (b)(2)(iv)(m), to the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or 743(b) is required 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 allocated to the Members in a manner that is consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Treasury Regulations.

SECTION 4.3. Tax Allocations .

(a) General . Except as otherwise provided in Section 4.3(b), as of the end of each Fiscal Year, items of Company income, gain, loss, deduction, and expense shall be allocated for federal, state, and local income tax purposes among the Members in the same manner as the income, gain, loss, deduction, and expense of which such items are components were allocated to Capital Accounts pursuant to this ARTICLE IV.

(b) Code Section 704(c) Allocations . In accordance with Code Sections 704(b) and 704(c) and the Treasury Regulations promulgated thereunder, Company income, gains, deductions, and losses with respect to any property contributed to the capital of the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at that time (to be computed in accordance with the Treasury Regulations). If Company property is revalued in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) at any time, subsequent allocations of Company income, gains, deductions, and losses with respect to such property shall take into consideration any variation between such

property's revaluation and its adjusted basis for federal income tax purposes in the same manner as the variation is taken into consideration under Code Section 704(c) and the Treasury Regulations thereunder.

SECTION 4.4. Books of Account . The Company shall keep complete and accurate records and accounts necessary or convenient to record the Company's business and affairs and sufficient to record the determination and allocation of all items of income, gain, loss, deduction and credit, distributions and other amounts as may be provided for herein, including records and accounts of all Company revenues and expenditures and of the acquisition, ownership and disposition of all assets of the Company.

SECTION 4.5. Fiscal Year . The fiscal year of the Company shall end on the 31st day of December of each year, or otherwise as may be fixed by resolution of the Managing Member or required by the Code (including, if applicable, any portion thereof, the " **Fiscal Year** ").

SECTION 4.6. Tax Returns and Information .

(a) Tax Matters Partner . The Managing Member shall designate the Tax Matters Partner for the Company (the " **Tax Matters Partner** ") in accordance with the definition of "tax matters partner" set forth in Code Section 6231, with the initial Tax Matters Partner being Pubco. The Tax Matters Partner shall not be liable to the Company or any Member for any act or omission taken or suffered by the Tax Matters Partner in such capacity in good faith and in the reasonable belief that such act or omission is in or is not opposed to the best interests of the Company and shall be indemnified by the Company against any Losses (including reasonable attorney's fees) in respect of any claim based upon such act or omission; provided , however , that such act or omission is not in violation of this Agreement and does not constitute gross negligence, fraud or a willful violation of Law. The Tax Matters Partner shall be subject to the oversight of the Managing Member, which shall act in the best interests of all of the Members with respect to any material tax election or other decision affecting the tax liability of the Members. Notwithstanding the foregoing, the Tax Matters Partner shall maintain (including remaking to the extent applicable) any prior election to adopt the "remedial" or any other method of allocation permitted under Section 704(c) of the Code and the Company shall make an election under Section 754 of the Code. The Tax Matters Partner (or the Company, as applicable) shall use commercially reasonable efforts to consult with the Sponsors and TCV regarding any tax audits or tax related controversies (including any settlements(s) thereof) or any material tax elections relating to the Company. The Company shall bear all expenses and costs of the Tax Matters Partner.

(b) Tax Returns . The Tax Matters Partner shall cause income and other required federal, state and local tax returns for the Company to be prepared or reviewed, as needed, by a nationally-recognized accounting firm. The cost of preparation or review of such returns by outside preparers, if any, shall be borne by the Company.

(c) Form K-1 . The Company shall furnish to each Member (i) as soon as reasonably possible (and shall use reasonable best efforts to furnish within 90 days) after the close of each Fiscal Year such information concerning the Company as is reasonably required for the preparation of such Member's income tax returns (provided , however , that if the Company is unable to deliver a Form K-1 by March 30 following the close of the Fiscal Year, the Company shall use its reasonable best efforts to provide a requesting Member with a good faith estimate of

such information) and (ii) as soon as reasonably possible after the close of each of the Company's first three fiscal quarters of each Fiscal Year, such information concerning the Company as is reasonably required to enable the Member to calculate and pay estimated taxes.

(d) Member Tax Matters . Each Member agrees that such Member shall not, except as otherwise required by applicable Law, treat, on such Member's separate income tax returns, any item of income, gain, loss, deduction or credit relating to such Member's interest in the Company in a manner inconsistent with the treatment of such item by the Company as reflected in the Form K-1 or other information statement furnished by the Company to such Member pursuant to Section 4.6(c).

ARTICLE V
DISTRIBUTIONS

SECTION 5.1. Nonliquidating Distributions .

(a) Subject to Section 5.1(c) below, all nonliquidating distributions of cash and other property shall be distributed to the Members of the Company, *pro rata* , in accordance with their percentage Interests. All nonliquidating distributions other than Tax Distributions shall be made in such amounts and at such times as may be determined by the Managing Member. The Managing Member may establish reasonable reserves to provide funds for improvements, contingencies or working capital of the Company. No distribution shall be made if the distribution would leave the Company unable to pay its debts as they become due in the ordinary course of business or would violate the obligations of the Company under any material agreement relating to indebtedness.

(b) Subject to the above limitations, to the extent of available cash and as permitted under any contracts in respect of indebtedness to which the Company is a party, the Company shall distribute *pro rata* to all Members in accordance with their percentage Interests, at least five days prior to the date on which U.S. federal corporate estimated tax payments are due, cash to the Members as determined under this Section 5.1(b) (" **Tax Distributions** "). The minimum quarterly Tax Distribution for each Member shall be equal to (a) the cumulative taxable net income for the quarter (taking into account prior losses, if any, allocated to such Member in respect of its Interest in the Company to the extent such loss (x) is of a character that would permit such loss to be deducted against the income of such taxable period and (y) has not previously been taken into account for purposes of determining Tax Distributions to such Member and determined by taking into account allocations under Section 704(c) of the Code) allocated to such Member with respect to its Interest in the Company, multiplied by the Assumed Tax Rate, less (b) any Tax Distributions previously made with respect to such period pursuant to clause (a). The minimum annual Tax Distributions, if any, for each Member shall be equal to (a) the cumulative taxable net income for the taxable year (taking into account prior losses, if any, allocated to such Member in respect of its Interests in the Company to the extent such loss (x) is of a character that would permit such loss to be deducted against the income of such taxable period and (y) has not previously been taken into account for purposes of determining any Tax Distributions to such Member and determined by taking into account allocations under Section 704(c) of the Code) allocated to such Member with respect to its Interest in the Company multiplied by the Assumed Tax Rate, less (b) the sum of the minimum quarterly Tax Distributions made with respect to such taxable year pursuant to the preceding sentence. For the

avoidance of doubt, Tax Distributions shall be made to all Members on a *pro rata* basis in accordance with their percentage Interests, notwithstanding the differing actual tax liabilities of such Members.

(c) Notwithstanding the provisions of Section 5.1(a), the Managing Member, in its sole discretion, may authorize that (i) cash be paid to Pubco (which payment shall be made without *pro rata* distributions to the other Members) in exchange for the redemption, repurchase or other acquisition of Units held by Pubco to the extent that such cash payment is used to redeem, repurchase or otherwise acquire an equal number of shares of Class A Common Stock in accordance with Section 3.6(b), and (ii) to the extent that the Managing Member determines that expenses or other obligations of Pubco are related to its role as the Managing Member or the business and affairs of Pubco that are conducted through the Company or any of the Company's direct or indirect subsidiaries, cash (and, for the avoidance of doubt, only cash) distributions may be made to Pubco (which distributions shall be made without *pro rata* distributions to the other Members) in amounts required for Pubco to pay (1) operating, administrative and other similar costs incurred by Pubco, including payments in respect of indebtedness and preferred stock (in either case only to the extent economically equivalent indebtedness or Equity Securities of the Company were not issued to Pubco), to the extent the proceeds are used or will be used by Pubco to pay expenses or other obligations described in this clause (ii), (2) payments representing interest with respect to payments not made when due under the terms of the Tax Receivable Agreements and payments pursuant to any legal, tax, accounting and other professional fees and expenses (but, for the avoidance of doubt, excluding any tax liabilities of Pubco), (3) any judgments, settlements, penalties, fines or other costs and expenses in respect of any claims against, or any litigation or proceedings involving, Pubco, (4) fees and expenses related to any securities offering, investment or acquisition transaction (whether or not successful) authorized by the board of directors of Pubco and (5) other fees and expenses in connection with the maintenance of the existence of Pubco. For the avoidance of doubt, distributions made under this Section 5.1(b) may not be used to pay or facilitate dividends or distributions on the Class A Common Stock or any Equity Securities (other than preferred stock) of Pubco and must be used solely for one of the express purposes set forth under clause (i) or (ii) of the immediately preceding sentence.

SECTION 5.2. Liquidating Distributions . Upon dissolution of the Company pursuant to ARTICLE IX or in the event of a direct or indirect sale, disposition or liquidation of all or substantially all of the Company's assets (whether held directly or indirectly by a Subsidiary thereof), the proceeds of such sale, disposition or liquidation shall be applied and distributed as follows:

(a) *First* , to the extent available, proceeds shall be applied to the payment of debts and liabilities of the Company (including all expenses of the Company incident to its liquidation and all other debts and liabilities that the Company owes to the Members (other than solely in their capacity as Members) or any Affiliates of a Member under any written agreement with a Member or its Affiliates in accordance with the terms of such written agreement, including, if then applicable, the Seller Note (as such term is defined in the Purchase Agreement) and the reimbursement and indemnification obligations owed to the Liquidator in Sections 9.3(d) and 9.8);

(b) *Second* , to the extent available, proceeds shall be applied to the setting up of any reserves which are reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company; and

(c) *Third*, to the extent available, to the Members of the Company, *pro rata* , in proportion with their percentage Interests.

SECTION 5.3. Restoration of Deficit Capital Accounts . A Member with a deficit balance in the Member's Capital Account after all the allocations and distributions pursuant to ARTICLES IV and V of this Agreement have been made shall not be obligated to contribute property or cash to the Company upon liquidation of the Company (or at any other time) in order to restore such deficit Capital Account balance.

SECTION 5.4. Amounts Withheld . The Managing Member is authorized to withhold from distributions made to the Members and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign tax Law. Such withholdings shall be treated as a distribution to the Member pursuant to Section 5.1.

ARTICLE VI
MANAGEMENT AND OPERATION OF THE COMPANY

SECTION 6.1. Management by the Managing Member . Except as otherwise specifically provided in this Agreement or the Act, the business, property and affairs of the Company and its Subsidiaries shall be managed, operated and controlled at the sole, absolute and exclusive direction of the Managing Member in accordance with the terms of this Agreement. No other Members shall have management authority or rights over, or any other ability to take part in the conduct or control of the business of, the Company or its Subsidiaries. The Managing Member is hereby designated as a "manager" within the meaning of Section 18-101(10) of the Act. The Managing Member is, to the extent of its rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's and its Subsidiaries' business, and the actions of the Managing Member taken in accordance with such rights and powers shall bind the Company (and no other Member shall have such right). The Managing Member shall have all necessary powers to carry out the purposes, business and objectives of the Company. The Managing Member may delegate in its discretion the authority to sign agreements and other documents and take other actions on behalf of the Company to Members, employees, officers or agents of the Company or any Subsidiary.

SECTION 6.2. Withdrawal of the Managing Member . Pubco may withdraw as the Managing Member and appoint as its successor at any time upon written notice to the Company (a) any wholly-owned Subsidiary of Pubco, (b) any Person of which Pubco is a wholly-owned Subsidiary, (c) any Person into which Pubco is merged or consolidated or (d) any transferee of all or substantially all of the assets of Pubco, which withdrawal and replacement shall be effective upon the delivery of such notice. No appointment of a Person other than Pubco (or its successor, as the case may be) as Managing Member shall be effective unless Pubco (or its successor, as the case may be) and the new Managing Member provide all other Members with contractual rights, directly enforceable by such other Members against the new Managing Member, to cause the new Managing Member to comply with all of the Managing Member's obligations under this Agreement and the Exchange Agreement.

SECTION 6.3. Decisions by the Members .

(a) Authority of the Members . In all matters relating to or arising out of the conduct of the operation of the Company and its business, property and affairs, the decision of the Managing Member shall be the decision of the Company. No Member other than the Managing Member shall take part in the management of the Company's business, property or affairs, or to transact business for or on behalf of the Company or have any power or authority to act for, or to assume any obligations or responsibility on behalf of, or to bind any other Member or the Company; provided , however , that the Company may engage any Member or principal, partner, member, shareholder or interest holder thereof as an employee, independent contractor, consultant or officer (as described in Section 6.4 of this Agreement) to the Company, in which event the duties and liabilities of such individual or firm with respect to the Company as an employee, independent contractor or consultant shall be governed by the terms of such engagement with the Company, except that the Managing Member shall in any such case retain the sole, absolute and exclusive ability to appoint and remove, either with or without cause and at any time, any such employee, independent contractor, consultant or officer. Each of the Members other than the Managing Member agrees that it shall not represent to any third party with whom such Member is in contact concerning the affairs or the business of the Company that such Member has any authority to act for, or to assume any obligations or responsibilities on behalf of, the Company unless expressly authorized by the Managing Member.

(b) Voting . Except as expressly provided herein or under the Act, and subject to the Stockholder Agreement, neither the Members (other than the Managing Member acting in its capacity as such) nor any class of Members shall have the power or authority to vote, approve or consent to any matter or action taken by or involving the Company. Without limiting the generality of the foregoing, and subject to the Stockholder Agreement:

(i) Subject to any limitations expressly provided herein, the Managing Member has the sole, absolute and exclusive power to cause the Company, without requiring the consent or approval of any other Member under this Agreement, to effect any of the following in one or a series of related transactions: (A) any merger, (B) any acquisition, (C) any consolidation, (D) any sale, lease, transfer, conveyance, exchange or other disposition of any, all or substantially all of the assets of the Company, (E) any recapitalization or reorganization of outstanding securities, (F) any merger, sale, lease, spin-off, exchange, transfer or other disposition of a subsidiary, division or other business, (G) any issuance of debt or equity securities or (H) any incurrence of indebtedness;

(ii) No Member has any right to remove or replace the Managing Member or to vote on the election or removal of the Managing Member; and

(iii) Except for any vote, consent or approval of any Member expressly required hereby, if a vote, consent or approval of the Members is required by the Act or other applicable Law with respect to any act to be taken by the Company or matter considered by the Managing Member, the Members will be deemed to have consented to or approved such act or voted on such matter in accordance with the consent or approval of the Managing Member on such act or matter.

SECTION 6.4. Officers . The Managing Member may, but need not, appoint one or more officers of the Company which may include, but shall not be limited to, chief executive officer, chief operating officer, president, one or more executive vice presidents or vice presidents, secretary, treasurer or chief financial officer, and such other officers as deemed necessary or appropriate by the Managing Member. The Managing Member may delegate its day-to-day management responsibilities to any such officers, to the extent permitted by Law and subject to Section 6.1, and such officers shall have the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company as and to the extent authorized in writing by the Managing Member. Each officer shall perform such duties and have such powers as the Managing Member shall designate from time to time. Each officer shall hold office at the pleasure of the Managing Member and until his or her successor shall have been duly appointed and qualified, or until he or she shall resign or shall have been removed in the manner provided herein. Any individual may hold any number of offices. No officer need be a Member or a resident of the State of Delaware. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Managing Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, at any time by the Managing Member. Upon the execution and delivery of this Agreement, the officers of the Company shall consist of the individuals set forth on the Initial Managers Members Schedule.

ARTICLE VII
LIMITATIONS ON LIABILITY; INDEMNIFICATION

SECTION 7.1. General .

(a) In no event shall the liability of each Member, in its capacity as such, exceed (i) the amount of its capital contributions, if any, (ii) its share of any assets and undistributed profits of the Company and (iii) the amount of any distributions wrongfully distributed to it to the extent required by the Act. For the avoidance of doubt, the obligations of any Member or any other Covered Person under the Purchase Agreement, the Founder's Agreement (as defined in the Purchase Agreement), the Seller Note Documentation (as defined in the Purchase Agreement), or any other agreement applicable to such Member or other Covered Person in its individual capacity and not as a Member or Covered Person hereunder, shall not be limited by the terms of this Agreement, and no Member or other Covered Person shall have any right to seek indemnification or otherwise avail itself of the rights afforded to Members pursuant to this Section 7.1 for any Losses arising from such obligations.

(b) Subject to the duties provided in Section 2.7 and from time to time, as applicable, in the organizational documents of Pubco, or any employment agreement or other agreement with Pubco or any of its Subsidiaries, and except as otherwise prohibited by applicable Law, no Covered Person shall be liable or accountable in damages or otherwise to the Company or to any other Covered Person or officer of the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in such capacity in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement and not in violation of any contract or agreement to which such Covered Person might otherwise be bound, unless such loss, damage or claim is due to the gross negligence, willful misconduct or bad faith

of the Covered Person. In performing his, her or its duties, each Covered Person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid) of the following other Persons or groups: the Managing Member; officers or employees of the Company; or any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company, or such Member, officer or employee, in each case as to matters which such relying Covered Person reasonably believes to be within such other Person's competence. None of the Covered Persons shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being a Covered Person.

(c) To the fullest extent permitted by Law, the Company shall indemnify, hold harmless and defend each Covered Person from and against any Losses (other than for taxes based on fees or other compensation received by such Covered Person from the Company) whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts which may be imposed on, asserted against, paid in settlement, incurred or suffered by such Covered Person, as a party or otherwise, in connection with any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, arising out of or in connection with the business or the operation of the Company, except (i) if such claim, demand, action, suit or proceeding was due to such Covered Person's gross negligence, willful misconduct or bad faith, (ii) with respect to any criminal proceeding, if such Covered Person had reasonable cause to believe his, her or its conduct was unlawful, (iii) if the Covered Person is the Managing Member, the Tax Matters Partner or an officer or employee of the Company or Pubco (or an Affiliate controlled by, or a successor, heir, estate, legal representative or director, officer or employee of, as applicable, the Managing Member, the Tax Matters Partner or an officer or employee of the Company or Pubco), the Covered Person did not reasonably believe (or, if the Covered Person is a successor, heir, or estate of, as applicable, the Managing Member, the Tax Matters Partner or an officer or employee of the Company or Pubco, then the Managing Member, the Tax Matters Partner or such officer or employee of the Company or Pubco, as applicable, reasonably believe) that his, her or its conduct was in, or not opposed to, the best interest of the Company, or (iv) a transaction from which such Covered Person derived an improper personal benefit; provided that such indemnification shall only be provided from and shall not exceed the extent of the Company's assets.

(d) The indemnification under this ARTICLE VII shall continue as to a Covered Person who has ceased to serve in the capacity which initially entitled such Covered Person to indemnity hereunder. Notwithstanding anything to the contrary in this Agreement, the indemnification under this ARTICLE VII shall not be available to any party hereto to the extent any such Losses asserted against or incurred by such party arise from an indemnification obligation of such party pursuant to Article X of the Purchase Agreement.

(e) To the fullest extent permitted by Law and subject to Section 7.1(b), expenses incurred by a Covered Person (including reasonable legal fees, expenses and costs of investigation) in defending any claim, demand, action, suit or proceeding reasonably believed by

such Covered Person to be subject to this ARTICLE VII shall, from time to time, be advanced by the Company before the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount to the extent it is determined that such Covered Person is not entitled to be indemnified therefor pursuant to this ARTICLE VII. A Covered Person shall not be denied indemnification in whole or in part under this ARTICLE VII merely because the Covered Person had an interest in the transaction with respect to which the indemnification applies, if the transaction was not otherwise prohibited by the terms of this Agreement and the conduct of the Covered Person satisfied the conditions set forth in Section 7.1(b).

(f) A Covered Person shall have the right to employ separate counsel in any action as to which indemnification may be sought under Section 4.6(a), Section 9.8 or this ARTICLE VII and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Covered Person unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense thereof and employ counsel within a reasonable period of time after being notified of the claim for indemnification or (iii) the Covered Person has been advised by its counsel that representation of such Covered Person and other parties by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them. It is understood, however, that the Company shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Covered Persons having actual or potential differing interests with the Company, unless but only to the extent the Covered Persons have actual or potential differing interests with each other. Without the consent of such Covered Persons, the Company will not consent to the entry of any judgment or enter into any settlement to the extent such judgment or settlement provides for equitable relief, involves a finding or admission of a violation of Law or violation of the rights of any Person by the Covered Persons, involves a finding or admission that, in the opinion of the Company's outside counsel, would have an adverse effect on other claims made or threatened against the Covered Persons, would require payment of any monetary liability by the Covered Persons for which such party would not be entitled to complete indemnification hereunder by the Company or such settlement does not expressly and unconditionally release the Covered Persons from all liabilities and obligations with respect to such claim.

SECTION 7.2. No Member Liability . Any indemnification provided under this ARTICLE VII shall be satisfied solely out of assets of the Company, as an expense of the Company. No Member shall be subject to personal liability by reason of these indemnification provisions.

SECTION 7.3. Settlements . The Company shall not be liable for any settlement of any action against a Covered Person or Persons effected without its written consent, but if any action is settled with written consent of the Company, or if there is a final judgment against the Covered Person in any such action, the Company agrees to indemnify and hold harmless the Covered Person to the extent provided in Section 7.1 from and against any Losses by reason of such settlement or judgment.

SECTION 7.4. Priority of Indemnification Obligations . To the extent of the Company's indemnification and advancement obligations in Section 7.1, the Company hereby agrees that it is the indemnitor of first resort (i.e., its obligations to any Covered Person under this Agreement are primary and any obligation of any Member (or any Affiliate thereof) to provide advancement or indemnification for the same Losses (including all interest, assessment and other charges paid or payable in connection with or in respect of such Losses) incurred by a Covered Person are secondary), and if any Member (or any Affiliate thereof) pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to contract, bylaws or charter) with any Covered Person, then (i) such Member (or such Affiliate, as the case may be) shall be fully subrogated to all rights of the Covered Person with respect to the payments actually made and (ii) the Company shall reimburse such Member (or such other Affiliate) for the payments actually made. The Company hereby unconditionally and irrevocably waives, relinquishes and releases (and covenants and agrees not to exercise, and to cause each Affiliate of the Company not to exercise), any claims or rights that the Company may now have or hereafter acquire against any Covered Person (in any capacity) that arise from or relate to the existence, payment, performance or enforcement of the Company's obligations under this Agreement or under any indemnification obligation (whether pursuant to any other contract, any organizational document or otherwise), including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Covered Person against any Covered Person, whether such claim, remedy or right arises in equity or under contract, Law or otherwise, including any right to claim, take or receive from any Covered Person, directly or indirectly, in cash or other property or by set-off or in any other manner, any payment or security or other credit support on account of such claim, remedy or right. For the avoidance of doubt, the provisions of this Section 7.4 are not applicable to the indemnification obligations set forth in Article X of the Purchase Agreement, and any right to indemnification provided for thereunder shall be governed by the terms therein.

SECTION 7.5. Amendments . Any amendment of this ARTICLE VII or any termination of this Agreement shall not adversely affect any right or protection of a Covered Person who was serving at the time of such amendment, repeal or termination, and such rights and protections shall survive such amendment, repeal or termination with respect to events that occurred before such amendment, repeal or termination.

ARTICLE VIII
TRANSFER OF A MEMBER'S INTEREST

SECTION 8.1. General .

(a) Each Member shall have the right to Transfer such Member's Units subject to compliance by such Member with the terms and conditions of this Agreement.

(b) Except as otherwise expressly provided herein, it shall be a condition precedent to any Transfer of any Unit that constitutes a portion of a Paired Interest that, concurrently with such Transfer such transferring Member shall also Transfer to the transferee the Equity Security of Pubco constituting the remainder of such Paired Interest.

(c) Subject to Section 8.1(f), no Member shall be entitled to Transfer any of its Units or any other Equity Securities of the Company or rights under this Agreement (including to a Permitted Transferee) at any time unless the Managing Member is reasonably satisfied in good faith that such Transfer would not:

(i) violate the Securities Act or any state (or other jurisdiction) securities or "Blue Sky" Laws applicable to the Company or the Units;

(ii) cause the Company to become subject to the registration requirements of the Investment Company Act;

(iii) cause the Company to be classified as a "publicly traded partnership" as defined under Section 7704 of the Code and the Regulations; or

(iv) be a non-exempt "prohibited transaction" under ERISA or Section 4975 of the Code or cause all or any portion of the assets of the Company to constitute "plan assets" for purposes of fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

(d) For the avoidance of doubt, in addition to any restrictions on Transfer set forth in this ARTICLE VIII, any Transfer of Units held by Employee Holdco shall be subject to any other restrictions on Transfer applicable thereto pursuant to the limited liability company agreement of Employee Holdco then in force and effect.

(e) Any purported Transfer which is not made pursuant to and in accordance with the terms and conditions of this Agreement shall be void and of no effect and shall vest no right, title or interest in the transferee.

(f) Notwithstanding anything to the contrary contained in Section 8.1(c), but subject to the other provisions of this ARTICLE VIII, the following Transfers shall be permitted hereunder: any Exchange or other Transfer by Silver Lake, KKR, TCV or Holdings if Silver Lake, KKR, TCV or Holdings, as applicable, then and after giving effect to such Transfer meets the Specified Threshold. A Person meets the " **Specified Threshold** " if such Person, together with its Transferees who hold Units at the time in question, represents no more than eight partners of the Company for the purposes of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the application of the anti-avoidance rule of Treasury Regulation Section 1.7704-1(h)(3), excluding Pubco and its Subsidiaries from the eight partners for purposes of this definition.

SECTION 8.2. Additional Transfer Limitation .

(a) On any date during the period commencing from the closing of the IPO and ending on the date one year and one day after the aggregate percentage Interest held by Pubco and its Subsidiaries exceeds 50%, no Member shall be entitled to make a Section 8.2 Transfer of Units that would cause the Applicable Percentage to exceed 49%. " **Section 8.2 Transfer** " means a Transfer of Units that is a sale or exchange for purposes of Section 708(b)(1)(B) of the Code. " **Applicable Percentage** " as of any date shall equal the aggregate percentage Interests that have been sold or exchanged for purposes of Section 708(b)(1)(B) of the Code in the 12-month period up to any including such date.

(b) Notwithstanding Section 8.2(a), during the period for which Section 8.2(a) applies any of KKR, Silver Lake, TCV or Holdings, as applicable, (the " **Exchanging Member** ") may Exchange all Paired Interests then held by such Exchanging Member if simultaneously with the delivery of the exchange notice pursuant to the Exchange Agreement the Exchanging Member notifies the Company in writing that such Exchange is being made in compliance with this Section 8.2(b) (a " **Section 8.2(b) Exchange** "). The Exchanging Member shall indemnify (i) each Member (including the Managing Member and its Subsidiaries) in an amount equal to any income that is allocable to such Member as a result of a termination of the Company pursuant to Section 708(b)(1)(B) of the Code during the period for which Section 8.2(a) applies (a " **Technical Termination** "), multiplied by the maximum combined federal, state and local tax rate applicable to an individual or corporation resident in New York City, California or Arizona, whichever is highest (such amount "grossed up" to account for the tax cost to such Member from the receipt of the payment pursuant to this clause (i), assuming such Member is taxed at such rate on such payment) and (ii) the Company, for any and all costs and expenses (including time spent by internal personnel) that the Company incurs as a result of a Technical Termination, including any costs or losses related to tax compliance or disputes in respect of the foregoing. Simultaneously with the delivery of the exchange notice related to an Exchange in compliance with this Section 8.2(b), the Exchanging Member shall deposit in an escrow account under arrangements satisfactory to the Company an amount in cash estimated by the Company in good faith to be sufficient to satisfy the foregoing indemnification and payment obligations assuming the Technical Termination occurred on the date of such Exchange, which amounts shall be released as determined by the Company or a third party designated by the Company to persons entitled thereto under the preceding sentence. Each Member and each other person eligible for indemnification under this Section 8.2(b), as a condition to receipt of any amounts pursuant this Section 8.2(b), must agree in writing that the Company, the Managing Member and their Subsidiaries and agents shall not be liable in any respect for any action or omission in connection with this Section 8.2(b). The existence, administration and amount of the escrow shall not in any limit the obligations of the Exchanging Member under this Section 8.2(b), and no right of the Exchanging Member or its Affiliates to any indemnification, advancement or reimbursement by the Managing Member or its Subsidiaries, under this Agreement or any other organizational document of the Managing Member or its Subsidiaries or any agreement or undertaking of the Managing Member or its Subsidiaries, shall be offset against or apply with respect to any payment or indemnification obligation of the Exchanging Member or with respect to any losses or costs of the Exchanging Member or its Affiliates arising out of the Section 8.2(b) Exchange or any dispute related thereto or to the transactions or payments contemplated by this Section 8.2(b), and the Exchanging Member shall confirm the same to the Company in writing in connection with making a Section 8.2(b) Exchange. A Section 8.2(b) Exchange shall be treated as an Applicable Transfer by the Exchanging Member for the purpose of Section 8.3(b). For the avoidance of doubt, this Section 8.2(b) permits an Exchange in compliance with this Section 8.2(b) but does not exempt from the other terms of this Agreement any Transfer of the Class A Common Stock issued to the Exchanging Member upon such Exchange.

SECTION 8.3. Restricted Period Transfer Limitations .

(a) During the period commencing at the closing of the IPO and ending (i) in the case of the Exchange Registration Holders (including Employee Holdco), on (x) the first anniversary thereof or (y) the expiration of the Holdback Period for the IPO pursuant to Section 8.3(c), as specified on the Schedule of Exchange Registration Holders or (ii) in the case of any

other Member, on the third anniversary thereof (such period, as applicable, the " **Restricted Period** "), any Transfer of Units or Equity Securities of Pubco issued in respect of (including in any distribution, reorganization, reclassification, unit split, stock split or similar transaction), or in exchange for, Units or Paired Interests by any Member other than either Sponsor, Holdings or TCV (including any Exchange or participation by such Member in a public offering of Equity Securities of Pubco, but expressly excluding (A) any Transfer pursuant to a Member's exercise of its rights, if any, pursuant to Section 2 or Section 3 of the Registration Rights Agreement to participate in (but not to initiate) offerings initiated by (x) the Company and in which either of the Sponsors exercises its right to so participate pursuant to Section 3 of the Registration Rights Agreement or (y) either Sponsor pursuant to Section 2 of the Registration Rights Agreement (the " **Piggyback Rights** ") and any Exchange in connection with exercise of such rights and (B) any Transfer to a Permitted Transferee) (an " **Applicable Transfer** "), shall require the prior written consent of the Managing Member.

(b) During the Restricted Period, if any Sponsor, Holdings or TCV makes an Applicable Transfer (including (i) in an open market transaction, (ii) pursuant to a private sale or pursuant to a distribution to limited partners or members or (iii) in a public offering), in each case, each of the other Initial Members shall be released from the restrictions set forth in Section 8.3(a) with respect to a ratable percentage of such other Member's Units and Equity Securities of Pubco issued in respect of (including in any distribution, reorganization, reclassification, unit split, stock split or similar transaction), or in exchange for, Units or Paired Interests; provided that (x) any such release in connection with a public offering that is not an Overnight Underwritten Takedown Offering shall be applicable to a Member only if Piggyback Rights are not available to such Member in connection with such offering and (y) any such release in connection with an Overnight Underwritten Takedown Offering shall become effective only after such Overnight Underwritten Takedown Offering has been completed and only shall be applicable to a Member that did not sell Units in such Overnight Underwritten Takedown Offering.

(c) Subject to the terms of any lockup agreement entered into by a particular Member with the underwriters in connection with the IPO (each, an " **IPO Lockup** "), in the event of any underwritten offering of the Equity Securities of the Company or Pubco (including the IPO), if requested by the managing underwriters of such offering (it being acknowledged and agreed that such request has been made in connection with the IPO), the Members shall not offer for sale (including by short sale), grant any option for the purchase of, or otherwise Transfer (whether by actual disposition or effective economic disposition due to cash settlement, derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Units or otherwise), any Equity Securities (or interests therein) in the Company or Pubco without the prior written consent of the Company, for a period designated by the Company in writing to the Members, which shall begin, (i) in the case of the IPO, on the date Pubco first files a prospectus that includes a price range in respect of the IPO, (ii) in the case of a shelf takedown offer, the earlier of the date of the underwriting agreement and the commencement of marketing efforts or (iii) for any other offering, 7 days before the effective date of the registration statement, and shall not last longer than 180 days from the Form 8-A Effective Time in the case of the IPO (or such other period as set forth in the applicable IPO Lockup) or 90 days following such effective date for any offering thereafter, subject to reasonable extension as determined by the Managing Member to the extent necessary to avoid a blackout of research reports under applicable regulations of the Financial Industry Regulatory

Authority, Inc., or any successor organization (each such period, a " **Holdback Period** "); provided that except (x) in the case of the IPO, no Holdback Period shall apply to any of the Equity Investors or Holdings if such Member is not entitled to participate in such offering (disregarding the effect of any underwriter cutbacks imposed on such Members) pursuant to this Agreement or the Registration Rights Agreement and (y) in the case of an Overnight Underwritten Takedown Offering (as defined in the Registration Rights Agreement), no Holdback Period shall apply to TCV if none of the Persons comprising TCV is participating in such Overnight Underwritten Takedown Offering. If requested by the managing underwriter of any such offering and subject to the approval of the Managing Member, the Members shall execute a separate agreement to the foregoing effect. The Company may impose stop-transfer instructions with respect to the Units (or other securities) subject to the foregoing restriction until the end of the Holdback Period. Notwithstanding the foregoing, if the managing underwriters in connection with any such offering waive all or any portion of the Holdback Period with respect to any Members, the Company will use reasonable best efforts to cause such managing underwriters to apply the same waiver to all other Members.

SECTION 8.4. Joinder Agreement . Notwithstanding anything to the contrary herein, except in connection with an Exchange, no Member may Transfer any number of the Member's Units unless the transferee of such Units has executed a Joinder Agreement and thereby becomes a party to this Agreement.

SECTION 8.5. Substitute Members .

(a) An assignee of any Units (or any portion thereof), in accordance with the provisions of this ARTICLE VIII, shall become a substitute Member entitled to all the rights and obligations of a Member with respect to such assigned Units if and only if the assignee has agreed in writing to be bound by the provisions of this Agreement affecting the Units so Transferred and subject to any limitations as may be set forth in the Joinder Agreement of such substitute Member. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (including transferees of Units). Any member of Employee Holdco shall, concurrently upon (i) the distribution of a Paired Interest to such member in accordance with the terms and subject to the conditions of the Employee Holdco LLC Agreement and (ii) the execution by such member of a Joinder Agreement hereto, become and be deemed to be a substitute Member for all purposes under this Agreement.

(b) The Company shall be entitled to treat the owner of any Unit set forth on the Schedule of Members, as amended from time to time, or other interest in the Company as the absolute owner thereof and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such Units (which assignment is permitted pursuant to the terms and conditions of this ARTICLE VIII) has been received by the Company.

(c) Upon the admission of a substitute Member, the Schedule of Members shall be amended to reflect the name, address and Units and other interests in the Company of such substitute Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units.

SECTION 8.6. Sale of All Units . Any Member who makes a disposition of all of the Units of such Member in accordance with the terms of this Agreement, or otherwise, shall no longer be a party to this Agreement and shall have no further rights, interests or obligations under this Agreement except for those granted to such Member under Section 2.5, the confidentiality provisions in Section 2.6(d), ARTICLE VII and the provisions of ARTICLE VIII insofar as they apply to Equity Securities of Pubco issued in respect of (including in any distribution, reorganization, reclassification, unit split, stock split or similar transaction), or in exchange for, Units or Paired Interests; provided , however , that a Member who purports to Transfer Units or otherwise makes a disposition other than in compliance with the terms of this Agreement shall remain liable to the Company and the other Members for any damages resulting from such purported Transfer.

ARTICLE IX
DISSOLUTION AND LIQUIDATION

SECTION 9.1. Dissolution . The Company shall be dissolved upon the happening of any of the following events (each, a " **Liquidating Event** "):

(a) upon the election of the Managing Member to dissolve the Company; or

(b) a judicial dissolution of the Company pursuant to Section 18-802 of the Act.

Except as otherwise provided herein, the death, bankruptcy, incompetency, retirement, resignation, expulsion or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, shall not dissolve or terminate the Company. In the event of any such event, the executor, administrator, guardian, trustee or other personal representative (if any) of such Member shall be deemed to be the assignee of such Member's Units; provided that such executor, administrator, guardian, trustee or other personal representative shall not be admitted as a Member of the Company without the consent of the Managing Member and otherwise complying with the terms of ARTICLE VIII. Notwithstanding any other provision of this Agreement, the bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of a Member will not cause that Member to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, each Member waives any right it might have under Section 18-801(b) of the Act to agree in writing to dissolve the Company upon the occurrence of the bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of a Member or the occurrence of any other event that causes a Member to cease to be a member of the Company.

SECTION 9.2. Filing of Certificate of Cancellation . If the Company is dissolved, the Managing Member shall promptly cause a Certificate of Cancellation of the Company to be filed with the Secretary of State.

SECTION 9.3. Winding Up .

(a) Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets (subject to the provisions of Section 9.3(b) below), and satisfying the claims of its creditors and

Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managing Member (the " **Liquidator** ") shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and assets and the Company assets shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the proceeds therefrom shall be applied and distributed in accordance with ARTICLE V hereof.

(b) Notwithstanding the provisions of Section 9.3(a) hereof which require liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 5.2, if prior to or upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (including to those Members as creditors) and/or distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 9.3(a) hereof, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the reasonable and good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Members, and shall be subject to such conditions relating to the disposition and management of such assets as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such assets at such time. The Liquidator shall determine the fair market value of any asset distributed in kind using such reasonable method of valuation as it may adopt.

(c) As part of the liquidation and winding-up of the Company, the Liquidator may sell Company assets solely on an "arm's-length" basis, at the best price and on the best terms and conditions as the Liquidator in its reasonable and good faith judgment believes are reasonably available at the time.

(d) The Managing Member shall not receive any additional compensation for any services performed pursuant to this ARTICLE IX, but shall be reimbursed for any reasonable, documented, out-of-pocket expenses incurred on behalf of the Company.

SECTION 9.4. Indebtedness of Members . Notwithstanding the foregoing, if any Member shall be indebted to the Company, then until payment of such amount by him, her, or it, the Liquidator shall retain such Member's distributive share of the assets and apply such assets or the income therefrom to the liquidation of such indebtedness and the cost of holding such assets during the period of such liquidation. If such amount has not been paid or otherwise liquidated at the expiration of six months after the date of dissolution of the Company, the Liquidator may sell the Units of such Member at a public or private sale at the best price immediately obtainable which shall be determined in the sole judgment of the Liquidator. The proceeds of such sale shall be applied to the liquidation of the amount then due under this ARTICLE IX, and the balance of such proceeds, if any, shall be delivered to such Member.

SECTION 9.5. Rights of Members . Except as otherwise provided in this Agreement and Article X of the Purchase Agreement, each Member shall look solely to the assets of the Company for the return of its capital contribution and shall have no right or power to demand or receive assets other than cash from the Company. No Member shall have priority over any other Member as to the return of its capital contributions, distributions, or allocations, except as expressly provided in this Agreement.

SECTION 9.6. Documentation of Liquidation . Upon the completion of the liquidation of the Company's cash and assets as provided in Section 9.3 hereof, the Company shall be terminated and the Certificate of Formation and all qualifications of the Company as a foreign limited liability company in jurisdictions shall be canceled and such other actions as may be necessary to terminate the Company shall be taken. The Liquidator shall have the authority to execute and record any and all documents or instruments required to effect the dissolution, liquidation and termination of the Company.

SECTION 9.7. Reasonable Time for Winding-Up . A reasonable time shall be allowed for the orderly winding-up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 9.3 hereof, in order to minimize any losses otherwise attendant upon such winding-up, and the provisions of this Agreement shall remain in effect between the Members during the period of liquidation.

SECTION 9.8. Liability of the Liquidator . The Liquidator shall be indemnified and held harmless by the Company from and against any and all Losses arising out of or incidental to the Liquidator's taking of any action authorized under or within the scope of this Agreement; provided , however , that the Liquidator shall not be entitled to indemnification, and shall not be held harmless, where the Losses arise out of:

(a) a matter entirely unrelated to the Liquidator's action or conduct pursuant to the provisions of this Agreement; or

(b) the willful misconduct, gross negligence or bad faith of the Liquidator.

SECTION 9.9. Waiver of Partition . Each Member hereby waives any right to partition of the Company property.

ARTICLE X
MISCELLANEOUS

SECTION 10.1. Governing Law . This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and to be performed therein, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction of than the State of Delaware.

SECTION 10.2. Waiver of Jury Trial; Consent to Jurisdiction . EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, EQUITY OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF. Each of the parties hereto (i) submits to the exclusive jurisdiction of any federal court sitting in the State of Delaware or the Delaware Court of Chancery, in any

action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and (iii) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in Section 10.4. Nothing in this Section 10.2, however, shall affect the right of any party to serve legal process in any other manner permitted by Law. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

SECTION 10.3. Amendments and Waivers . This Agreement may not be modified, altered, supplemented or amended (by merger, repeal, or otherwise), nor may any rights or obligations hereunder be waived, except pursuant to the written consent or approval of (a) the Managing Member, (b) holders of a majority of the Units other than those held by the Managing Member and its Subsidiaries, (c) KKR, to the extent KKR then holds Units, (d) Silver Lake, to the extent Silver Lake then holds Units, (e) TCV and/or Holdings, as applicable, in the case of any such alteration, supplementation, amendment or waiver that (a) repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to, respectively, such Member individually in this Agreement (as opposed to rights granted to the Members or any group of Members, generally) or (b) adversely impacts the economic powers, rights, preferences or privileges of such Member relative to any other Member. Notwithstanding anything to the contrary in this Agreement (including this Section 10.3), (i) the execution and delivery of a Joinder Agreement pursuant to Section 3.4, Section 8.4 or Section 8.5 shall not require the consent of any Member or any other party hereto and shall not be deemed to be an amendment or modification to this Agreement and (ii) any modification, alteration, supplement or amendment (by merger, repeal, or otherwise) to Section 3.4, Section 8.3(a)(i) (insofar as such Section 8.3(a)(i) relates to the rights and privileges of the Exchange Registration Holders), Section 8.4, Section 8.5 and this Section 10.3 that would adversely impact the rights or obligations of the Exchange Registration Holders thereunder and any waiver of any rights or obligations of the Exchange Registration Holders thereunder will also require the written consent or approval of the holders of a majority in interest of Units (or the shares of Common Stock into which the Units are exchanged) held directly by, or Units held by Employee Holdco on behalf of, the Exchange Registration Holders other than Employee Holdco.

SECTION 10.4. Notices . Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given or delivered: (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, (c) on the date sent by facsimile or electronic mail transmission, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next business day, or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. To be valid, such communications must be addressed as follows:

If to the Managing Member or the Company, to:

c/o GoDaddy Inc.
14455 North Hayden Road
Suite 219
Scottsdale, AZ 85260
Attn: Nima Kelly
Matt Forkner
Facsimile: (480) 624-2546
Email: nima@godaddy.com
mforkner@godaddy.com

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

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attn: Jeffrey D. Saper and Allison B. Spinner
Fax No.: (650) 493-6811
Email: jsaper@wsgr.com
aspinner@wsgr.com

If to any Member, to the address(es) set forth on the Schedule of Members in respect of such Member; or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

SECTION 10.5. Entire Agreement . This Agreement and, as applicable, the Reorganization Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and thereof, except for contracts and agreements specifically referred to herein and therein.

SECTION 10.6. No Agency . Except to the extent expressly provided herein, this Agreement shall not constitute an appointment of any of the Members as the legal representative or agent of any other Member, nor shall any Member have any right or authority to assume, create or incur in any manner any obligation or other liability of any kind, express or implied, against, or in the name or on behalf of, any other party.

SECTION 10.7. Severability . Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.8. Counterparts . This Agreement may be executed in counterparts, and any party hereto may execute such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

SECTION 10.9. Headings; Exhibits . The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All exhibits and annexes attached hereto are incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 10.10. Further Assurances . The Company and each Member shall, subject to the limitations and obligations set forth herein, deliver such instruments and take such other actions as may be reasonably required in order to carry out the transactions expressly contemplated by this Agreement.

SECTION 10.11. Specific Performance . The Company and each of the Members acknowledges and agrees that in the event of any breach of this Agreement the non-breaching party would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company and the Members hereto, in addition to any other remedy to which they may be entitled at Law or in equity, shall be entitled to seek specific performance of this Agreement.

SECTION 10.12. Successors and Assigns; Third Party Beneficiaries . This Agreement shall be binding upon the transferees, successors, heirs, executors, assigns and legal representatives of the parties to this Agreement. Except (a) for the provisions of Section 2.5, 2.6, 2.7(c) and ARTICLE VII, with respect to which the Covered Persons shall be third party beneficiaries, (b) the provisions of Section 3.4, ARTICLE VIII and Section 10.3, with respect to which Exchange Registration Holders and members of Employee Holdco shall be third party beneficiaries and (c) as otherwise expressly provided in this Agreement, no other third party beneficiaries are intended or shall be deemed to be created hereby, and none of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

SECTION 10.13. Preparation of Agreement . Each party has consulted with and has been represented by legal counsel of its own choice in connection with the meaning, interpretation, negotiation, drafting and effect of this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

SECTION 10.14. Pronouns and Plurals . Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Any references in this Agreement to “including” shall be deemed to mean “including without limitation.”

SECTION 10.15. Publicly Traded Partnership . The Company shall be classified as a partnership for U.S. federal, state and local income tax purposes and not as a publicly traded partnership within the meaning of Section 7704 of the Code and neither the Company nor any Member shall make any election to the contrary.

SECTION 10.16. Non-Occurrence of IPO . Notwithstanding any other provision of this Agreement (including Section 10.3), in the event that the IPO is not consummated prior to the date that is 10 Business Days after the date of this Agreement, then this Agreement shall automatically, with no action required by any Member, on such date be amended and restated in its entirety back to the First Amended and Restated Agreement and upon such automatic amendment and restatement of this Agreement, this Agreement shall be of no force and effect. Notwithstanding any other provision of this Agreement (including Section 10.3), this Section 10.16 may not be amended prior to the consummation of the IPO, except by written consent of the Managing Member and each of the Sponsors.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company and each of the Members have caused this Third Amended and Restated Limited Liability Company Agreement to be executed by their duly authorized representatives as of the day and year first written above.

COMPANY:

DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

MEMBERS:

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

THE GO DADDY GROUP, INC.

By: /s/ Robert R. Parsons
Name: Robert R. Parsons
Title: Chief Executive Officer

[Signature Page to Third Amended and Restated Limited Liability Company Agreement of DESERT NEWCO, LLC]

SLP GD INVESTORS, L.L.C.

By: Silver Lake Partners III DE (AIV IV), L.P.,
its Managing Member

By: Silver Lake Technology Associates III, L.P.,
its General Partner

By: SLTA III (GP), L.L.C.,
its General Partner

By: Silver Lake Group, L.L.C.,
its Managing Member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

[Signature Page to Third Amended and Restated Limited Liability Company Agreement of DESERT NEWCO, LLC]

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P.,
its General Partner

By: KKR 2006 AIV GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P.,
its Manager

By: KKR 2006 GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Authorized Signatory

TCV VII, L.P.

By: Technology Crossover Management VII, L.P.,
its General Partner

By: Technology Crossover Management VII, Ltd.,
its General Partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd.,
its General Partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

[Signature Page to Third Amended and Restated Limited Liability Company Agreement of DESERT NEWCO, LLC]

Ledley Family Trust

By: /s/ Jonathan C. Turner
Name: Jonathan C. Turner
Title: Trustee

Katerincon Partners LLC

By: /s/ Adrian E. Dollard
Name: Adrian E. Dollard
Title: Member

Jeffrey Chang

By: /s/ Jeffrey Chang
Name: Jeffrey Chang

James Kim

By: /s/ James Kim
Name: James Kim

Brian Cayne

By: /s/ Brian Cayne
Name: Brian Cayne

QCP Fund C LP

By: /s/ Adrian E. Dollard
Name: Adrian E. Dollard
Title: Chief Operating Officer

WS INVESTMENT COMPANY, L.L.C. (2011A)

By: /s/ Allison Spinner
Name: Allison Spinner
Title: Member

DESERT NEWCO MANAGERS, LLC

By: DESERT NEWCO, LLC

By: /s/ Blake Irving
Name: Blake Irving
Title: Chief Executive Officer

EXHIBIT A

FORM OF JOINDER AGREEMENT

Desert Newco, LLC
14455 North Hayden Road
Suite 219
Scottsdale, AZ 85260
Attn: Nima Kelly
Matt Forkner
Facsimile: (480) 624-2546
Email: nima@godaddy.com
mforkner@godaddy.com

Attn: Managing Member:

In consideration of the transfer to the undersigned of [Units][Describe any other security being transferred] of Desert Newco, LLC, a Delaware limited liability company (the " **Company** "), the undersigned [represents that it is a Permitted Transferee of [Insert name of transferor] and]* agrees that, as of the date written below, [he] [she] [it] shall become a party to that certain Third Amended and Restated Limited Liability Company Agreement, dated as of March 31, 2015, as such agreement may have been or may be amended from time to time (the " **LLC Agreement** "), among the Company and the persons named therein, and [as a Permitted Transferee shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement that were applicable to the undersigned's transferor,]* [shall be fully bound by, and subject to, the provisions of the LLC Agreement that are applicable to the Equity Investors]** [shall be fully bound by, and subject to, the provisions of the LLC Agreement that are applicable to Holdings]*** as though an original party thereto and shall be deemed [an Equity Investor] [Holdings] [a substitute Member] for purposes thereof.

Executed as of the day of , .

TRANSFEREE: _____

Address: _____

_____

* Include if transferee is a Permitted Transferee
** Include if transferee is a Permitted Transferee of an Equity Investor
*** Include if transferee is a Permitted Transferee of Holdings

As of March 31, 2015

SCHEDULE OF MEMBERS

* = less than one percent

Name and Address	Total Units	Percentage Interest
KKR		
KKR Partners III, L.P. 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025	1,831,750	2.026%
KKR 2006 FUND (GDG) L.P. 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025	16,641,962	18.404%
OPERF CO-INVESTMENT LLC 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025	400,000	*
SLP		
SLP GD INVESTORS, L.L.C. 2775 Sand Hill Road, Suite 100 Menlo Park, CA 94025	19,805,018	21.902%
TCV		
TCV VII, L.P. 528 Ramona Street Palo Alto, CA 94301	10,568,786	11.688%
TCV MEMBER FUND, L.P. 528 Ramona Street Palo Alto, CA 94301	91,586	*
WS INVESTMENT COMPANY, L.L.C. (2011A) c/o Wilson Sonsini Goodrich & Rosati Professional Corporation 650 Page Mill Road Palo Alto, CA 94304	200,000	*

Qatalyst		
QCP FUND C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor San Francisco, California 9411	375,000	*
Ledley Family Trust c/o Adrian E. Dollard QCP Fund C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor San Francisco, California 94111	76,500	*
Katerincon Partners LLC c/o Adrian E. Dollard QCP Fund C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor San Francisco, California 94111	25,000	*
Jeffrey Chang c/o Adrian E. Dollard QCP Fund C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor, San Francisco, California 94111	2,500	*
James Kim c/o Adrian E. Dollard QCP Fund C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor, San Francisco, California 94111	5,000	*
Brian Cayne c/o Adrian E. Dollard QCP Fund C LP c/o Qatalyst Group 3 Embarcadero Center, 6th Floor San Francisco, California 94111	5,000	*

DESERT NEWCO MANAGERS, LLC 14455 North Hayden Road, Suite 219 Scottsdale, AZ 85260	4,094,837	4.528%
THE GO DADDY GROUP, INC. 15475 N 84th St Scottsdale, AZ 85260	36,058,011	39.876%
Nathan Curran 9839 E. Buteo Dr. Scottsdale, AZ 85255	972	*
Kevin Reeth 4 Gem Ave. Los Gatos, CA 95030	90,760	*
Adriel Frederick 1408 Shrader Street San Francisco, CA 94117	524	*
Randall Harmon 5229 Schuyer Drive Carmichale, CA 95608	483	*
Kevin Liu 20288 Knollwood Dr., Saratoga, CA 95070	207	*
Stylianos Sidiroglou 70 Dudley St, Apt 3 Cambridge, MA 02140	89,379	*
Christopher Sims 75A Woodside Ave, Amherst, MA 01002	5,306	*
Christopher Thorpe 134 Bedford Rd. Lincoln, MA 01773	5,306	*
Andrew McCollum 710 Steiner St, San Francisco, CA 94117	5,306	*
Steven Willis 22 Donnell St. Cambridge, MA 02138	5,306	*

Sepandar Kamvar 2 Ellsworth Park #2 Cambridge, MA 02139	20,401	*
Sean Jacobsohn 88 King St. #806 San Francisco, CA 94107	3,483	*
Tilmann Bruckhaus 5902 Sutton Park Pl. Cupertino, CA 95014	9,939	*
SV Angel IV, L.P. 588 Sutter St, #2699 San Francisco, CA 94102	6,966	*
Total	**90,425,288**	**100%**

* Represents percentage interest of less than 1%

SCHEDULE OF EXCHANGE REGISTRATION HOLDERS

Name and Address	Restricted Period (Expiration of Holdback Period or 1 year)
DESERT NEWCO MANAGERS, LLC 14455 North Hayden Road, Suite 219 Scottsdale, AZ 85260	With respect to each member of Employee Holdco, the Restricted Period opposite such member's name, as set forth on the Schedule of Members (as defined in, and contemplated by, the Employee Holdco LLC Agreement) of Employee Holdco
Nathan Curran 9839 E. Buteo Dr. Scottsdale, AZ 85255	1 year
Kevin Reeth 4 Gem Ave. Los Gatos, CA 95030	Holdback Period
Adriel Frederick 1408 Shrader Street San Francisco, CA 94117	Holdback Period
Randall Harmon 5229 Schuyer Drive Carmichale, CA 95608	Holdback Period
Kevin Liu 20288 Knollwood Dr., Saratoga, CA 95070	Holdback Period
Stylianos Sidiroglou 70 Dudley St, Apt 3 Cambridge, MA 02140	Holdback Period
Christopher Sims 75A Woodside Ave, Amherst, MA 01002	Holdback Period
Christopher Thorpe 134 Bedford Rd. Lincoln, MA 01773	Holdback Period
Andrew McCollum 710 Steiner St, San Francisco, CA 94117	Holdback Period
Steven Willis 22 Donnell St. Cambridge, MA 02138	Holdback Period

Sepandar Kamvar
2 Ellsworth Park #2
Cambridge, MA 02139

Holdback Period

Sean Jacobsohn
88 King St. #806
San Francisco, CA 94107

Holdback Period

Tilmann Bruckhaus
5902 Sutton Park Pl. Cupertino, CA 95014

Holdback Period

SV Angel IV, L.P.
588 Sutter St, #2699 San Francisco, CA 94102

Holdback Period

Schedule of Initial Managers Members

Warren J. Adelman
Marianne L. Curran
Christine N. Jones
Barbara J. Rechterman
Michael J. Zimmerman

Exhibit 10.2

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (as amended from time to time, this " Agreement "), dated as of March 31, 2015, by and among Desert Newco, LLC, a Delaware limited liability company (the " Company "), GoDaddy Inc., a Delaware corporation (" Pubco "), and the holders of Units (as defined below) and shares of Class B Common Stock (as defined below) from time to time party hereto (each, a " Holder ").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to provide for the exchange of Units together with shares of Class B Common Stock for shares of Class A Common Stock (as defined below), in each case, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND USAGE

Section 1.01 Definitions .

(a) The following terms shall have the following meanings for the purposes of this Agreement:

" Applicable Law " means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority or Regulatory Agency that is binding upon or applicable to such Person or its assets, as amended unless expressly specified otherwise.

" Board " means the board of directors of Pubco.

" Business Day " means a day, other than a Saturday, Sunday or other day on which commercial banks located in Phoenix, Arizona or New York, New York are authorized or required by Applicable Law to close.

" Class A Common Stock " means Class A common stock, $0.001 par value per share, of Pubco.

" Class B Common Stock " means Class B common stock, $0.001 par value per share, of Pubco.

" Code " means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations promulgated thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of the Code, as the same may be adopted.

" Deliverable Common Stock " means Class A Common Stock.

" DTC " means The Depository Trust Company.

" Employee Holdco " means Desert Newco Managers, LLC.

" Employee Holdco LLC Agreement " means the Third Amended and Restated Limited Liability Agreement of Employee Holdco, as amended from time to time.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

" Exchange Date " means the date of receipt of the Notice of Exchange by Pubco and the Company, unless otherwise set forth in the applicable Notice of Exchange, as permitted under Section 2.02(b)(i) , in which case the "Exchange Date" means either (i) the date specified in such Notice of Exchange or (ii) the date upon which the contingencies described in such Notice of Exchange are satisfied, as applicable.

" Exchange Rate " means the number of shares of Class A Common Stock for which one Paired Interest is entitled to be Exchanged under this Agreement. On the date of this Agreement, the Exchange Rate shall be one (1), subject to adjustment pursuant to Section 2.03 of this Agreement.

" Exchange Registration Holder " has the meaning assigned to it in the Registration Rights Agreement.

" Exchange Registration Statement " has the meaning assigned to it in the Registration Rights Agreement.

" Exchanging Holder " means a Holder effecting an Exchange pursuant to this Agreement.

" Governmental Authority " means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, or foreign, international, multinational or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof.

" Holdings " has the meaning assigned to it in the LLC Agreement.

" KKR " has the meaning assigned to it in the LLC Agreement.

" LLC Agreement " means the Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of the date hereof, by and among the Company and each other party thereto, as amended from time to time.

" Managing Member " has the meaning assigned to it in the LLC Agreement.

" Non-Party Member " means each member of the Company who is not a party hereto as of the date of this Agreement.

" Paired Interest " means one Unit together with one share of Class B Common Stock, subject to adjustment pursuant to Section 2.03 .

" Person " means an individual, a corporation, a partnership, a limited liability company, a trust, an incorporated or unincorporated association, a joint venture, a joint stock company or any other entity or body.

" Registration Rights Agreement " means that certain Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among Pubco and each other party thereto, as amended from time to time.

" Regulatory Agency " means the SEC, the Financial Industry Regulatory Authority, Inc., the Financial Services Authority, any non-U.S. regulatory agency and any other regulatory authority or body (including any state or provincial securities authority and any self-regulatory organization) with jurisdiction over the Company, Pubco or any of their respective Affiliates.

" SEC " means the U.S. Securities and Exchange Commission.

" Securities Act " means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

" Silver Lake " has the meaning assigned to it in the LLC Agreement.

" Stockholder Agreement " means the Stockholder Agreement of Pubco, dated as of the date hereof, by and among Pubco and each other party thereto, as amended from time to time.

" Tax Receivable Agreements " has the meaning assigned to it in the LLC Agreement.

" TCV " has the meaning assigned to it in the LLC Agreement.

" Units " has the meaning assigned to it in the LLC Agreement.

(b) Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the LLC Agreement.

(c) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Company	Preamble
e-mail	Section 4.03
Exchange	Section 2.01
Exchange Agent	Section 2.02(a)
Holder	Preamble
Notice of Exchange	Section 2.02(a)
Permitted Transferee	Section 4.01
Pubco	Preamble
Pubco Offer	Section 2.04

Section 1.02 Other Definitional and Interpretative Provisions . The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law,” “laws” or to a particular statute or law shall be deemed also to include any Applicable Law. Except to the extent otherwise expressly provided herein, all references to any Holder shall be deemed to refer solely to such Person in its capacity as such Holder and not in any other capacity.

ARTICLE II

EXCHANGE

Section 2.01 Exchange of Paired Interests for Class A Common Stock . Subject to the following sentence and Section 2.02(g) , each Holder shall be entitled at any time and from time to time upon the terms and subject to the conditions hereof, to surrender Paired Interests (excluding, for the avoidance of doubt, any Paired Interest that includes a Unit that is subject to vesting) to Pubco, or the Company on behalf of Pubco, if so desired by Pubco, in an amount that includes no fewer than the lesser of (a) when aggregated with all Units exchanged by such Holder and its Affiliates on the

applicable Exchange Date, 1,000 Units (subject to adjustment as provided in Section 2.03) and (b) all of the vested Units held by such Holder in exchange (such exchange, an " Exchange ") for the delivery by Pubco, or the Company on behalf of Pubco, if so desired by Pubco, to such Holder of a number of shares of Class A Common Stock that is equal to the product of the number of Paired Interests surrendered multiplied by the Exchange Rate. Subject to Section 2.02(g) , the right to effect an Exchange hereunder may be exercised by an Exchange Registration Holder from time to time from and after the first anniversary of the date of the closing of the initial public offering and sale of Class A Common Stock (as contemplated by Pubco's Registration Statement on Form S-1 (File No. 333-196615)) (or, if earlier, at any time, as may be determined by Pubco, if Pubco determines, in its sole discretion, that there is an available exemption to the registration requirements of the Securities Act or other Applicable Law or a registration statement is then in effect with respect to an Exchange by such Exchange Registration Holder), and may be exercised by any other Holder at any time and from time to time from and after the date of this Agreement.

Section 2.02 Exchange Procedures; Notices and Revocations .

(a) A Holder may exercise the right to effect an Exchange as set forth in Section 2.01 by delivering a written notice of exchange in respect of the Paired Interests to be Exchanged substantially in the form of Exhibit A hereto (the " Notice of Exchange "), duly executed by such Holder or such Holder's duly authorized attorney, to Pubco and the Company at the address set forth in Section 4.03 during normal business hours, or if any agent for the Exchange is duly appointed and acting (the " Exchange Agent "), to the office of the Exchange Agent during normal business hours. If Units and/or the Class B Common Stock are then represented by certificates, certificate(s) representing at least the number of Units and/or Class B Common Stock being exchanged, with instrument(s) of transfer reasonably acceptable to Pubco and the Company and executed in blank, shall be delivered by the Exchanging Holder to Pubco and the Company at the address set forth in Section 4.03 during normal business hours or to the offices of the Exchange Agent during normal business hours. If such certificates have been lost, the Exchanging Holder may deliver, in lieu of such certificate(s), an affidavit of lost certificates. Pubco shall take such actions as may be required, including the issuance and sale of shares of Class A Common Stock to or for the account of the Company for the delivery to the Exchanging Holder of a number of shares of Class A Common Stock that is equal to the product of the number of Paired Interests surrendered multiplied by the Exchange Rate, to ensure the performance of the Company of its obligations under this Article II .

(b) Contingent Notice of Exchange and Revocation by Holders .

(i) A Notice of Exchange from a Holder may specify that the Exchange is to be (x) contingent (including as to the timing) upon the consummation of a purchase by another Person (whether in a tender or exchange offer, an underwritten offering or otherwise) of shares of Deliverable Common Stock into which the Paired Interests are exchangeable, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which the Deliverable Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property and/or (y) effective upon a specified future date.

(ii) Notwithstanding anything herein to the contrary, a Holder may withdraw or amend a Notice of Exchange, in whole or in part, prior to the effectiveness of the Exchange, at any time prior to 5:00 p.m. New York City time, on the Business Day immediately preceding the Exchange Date (or any such later time as may be required by Applicable Law) by delivery of a written notice of withdrawal to Pubco and the Company or the Exchange Agent, specifying (1) the number of withdrawn Paired Interests, (2) if any, the number of Paired Interests as to which the Notice of Exchange remains in effect and (3) if the Holder so determines, a new Exchange Date or any other new or revised information permitted in the Notice of Exchange.

(c) Each Exchange shall be deemed to be effective immediately prior to the close of business on the Exchange Date (or, if applicable, immediately prior to the completion of the offering, tender or exchange offer or other transaction in connection with which the Exchange is made contingent pursuant to clause (x) of Section 2.02(b)(i)), and the Exchanging Holder (or other Person(s) whose name or names in which the Deliverable Common Stock is to be issued) shall be deemed to be a holder of Deliverable Common Stock from and after the effectiveness of the Exchange. As promptly as practicable on or after the Exchange Date, Pubco, or the Company on behalf of Pubco, shall deliver or cause to be delivered to the Exchanging Holder (or other Person(s) whose name or names in which the Deliverable Common Stock is to be issued) the number of shares of Deliverable Common Stock deliverable upon such Exchange, registered in the name of such Holder (or other Person(s) whose name or names in which the Deliverable Common Stock is to be issued). To the extent the Deliverable Common Stock is settled through the facilities of DTC, Pubco, or the Company on behalf of Pubco, will, subject to Section 2.02(d) below, upon the written instruction of an Exchanging Holder, deliver or cause to be delivered the shares of Deliverable Common Stock deliverable to such Holder (or other Person(s) whose name or names in which the Deliverable Common Stock is to be issued), through the facilities of DTC, to the account of the participant of DTC designated by such Holder.

(d) The shares of Deliverable Common Stock issued upon an Exchange, other than any such shares issued in an Exchange subject to an Exchange Registration Statement, shall bear a legend in substantially the following form:

THE TRANSFER OF THESE SECURITIES HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED OTHER THAN IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (OR OTHER APPLICABLE LAW), OR AN EXEMPTION THEREFROM.

(e) If (i) any shares of Deliverable Common Stock may be sold pursuant to a registration statement that has been declared effective by the SEC, (ii) all of the applicable conditions of Rule 144 are met, or (iii) the legend (or a portion thereof) otherwise ceases to be applicable, Pubco, upon the written request of the Holder thereof shall promptly provide such Holder or its respective transferees, without any expense to such Persons (other than applicable transfer taxes and similar governmental charges, if any) with new certificates (or evidence of book-entry share) for securities of like tenor not bearing the provisions of the legend with respect to which the restriction has terminated. In connection therewith, such Holder shall provide Pubco with such information in its possession as Pubco may reasonably request in connection with the removal of any such legend.

(f) Pubco, the Company and each exchanging Holder shall bear their own respective expenses in connection with the consummation of any Exchange by such Holder, whether or not any such Exchange is ultimately consummated; provided , however , that Pubco will pay any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided , further , that if any shares of Deliverable Common Stock are to be delivered in a name other than that of the Holder that requested the Exchange (or DTC or its nominee for the account of a participant of DTC that will hold the shares for the account of such Holder), then such Holder and/or the Person in whose name such shares are to be delivered shall pay to Pubco or the Company, as applicable, the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of Pubco and the Company that such tax has been paid or is not payable.

(g) Notwithstanding anything to the contrary in this Article II , a Holder shall not be entitled to effect an Exchange (and, if attempted, any such Exchange shall be void *ab initio*), and Pubco and the Company shall have the right to refuse to honor any request to effect an Exchange, at any time or during any period, if Pubco or the Company shall reasonably determine that such Exchange (i) would be prohibited by any Applicable Law (including the unavailability of any requisite registration statement filed under the Securities Act or any exemption from the registration requirements thereunder), provided this subsection Section 2.02(g) shall not limit Pubco or the Company's obligations under Section 2.06(c) , or (ii) would not be permitted under (x) the LLC Agreement, (y) other agreements with Pubco, the Company, Employee Holdco or any of their respective controlled Affiliates to which such Exchanging Holder may be party or (z) any written policies of Pubco, the Company or any of the Company's subsidiaries related to unlawful or inappropriate trading applicable to its directors, officers or other personnel to which the Exchanging Holder is subject. Upon such determination, Pubco or the Company (as applicable) shall notify the Holder requesting the Exchange of such determination, which such notice shall include an explanation in reasonable detail as to the reason that the Exchange has not been honored.

Section 2.03 Adjustment .

(a) The Exchange Rate shall be adjusted accordingly if there is any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the shares of Class B Common Stock or Units that is not accompanied by a substantively identical subdivision or combination of the Class A Common Stock. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed into another security, securities or other property, then upon any subsequent Exchange, an Exchanging Holder shall be entitled to receive the amount of such security, securities or other property that such Exchanging Holder would have received if such Exchange had occurred immediately prior to the effective date of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by

reverse split, reclassification, reorganization, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. For the avoidance of doubt, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed into another security, securities or other property, this Section 2.03(a) shall continue to be applicable, *mutatis mutandis* , with respect to such security or other property. This Agreement shall apply to, *mutatis mutandis* , and all references to "Paired Interests" shall be deemed to include, any security, securities or other property of Pubco or the Company which may be issued in respect of, in exchange for or in substitution of shares of Class B Common Stock or Units, as applicable, by reason of stock or unit split, reverse stock or unit split, stock or unit dividend or distribution, combination, reclassification, reorganization, recapitalization, merger, exchange (other than an Exchange) or other transaction.

(b) This Agreement shall apply to the Paired Interests held by the Holders and their Permitted Transferees as of the date hereof, as well as any Paired Interests hereafter acquired by a Holder and his or her or its Permitted Transferees.

Section 2.04 Tender Offers and Other Events with Respect to Pubco . In the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization or similar transaction with respect to Class A Common Stock (a " Pubco Offer ") is proposed by Pubco or is proposed to Pubco or its stockholders and approved by the Board or is otherwise effected or to be effected with the consent or approval of the Board, the Holders of Paired Interests shall be permitted to participate in such Pubco Offer by delivery of a Notice of Exchange (which Notice of Exchange shall be effective immediately prior to the consummation of such Pubco Offer (and, for the avoidance of doubt, shall be contingent upon such Pubco Offer and not be effective if such Pubco Offer is not consummated)). In the case of a Pubco Offer proposed by Pubco, Pubco will use its reasonable best efforts expeditiously and in good faith to take all such actions and do all such things as are necessary or desirable to enable and permit the Holders of Paired Interests to participate in such Pubco Offer to the same extent or on an economically equivalent basis as the holders of shares of Class A Common Stock without discrimination; provided , that without limiting the generality of this sentence (and without limiting the ability of any Holder to Exchange Paired Interests at any time pursuant to the terms of this Agreement), Pubco will use its reasonable best efforts expeditiously and in good faith to ensure that such Holders may participate in each such Pubco Offer without being required to Exchange Paired Interests. For the avoidance of doubt, in no event shall the Holders of Paired Interests be entitled to receive in such Pubco Offer aggregate consideration for each Paired Interest that is greater than the consideration payable in respect of each share of Class A Common Stock in connection with a Pubco Offer (it being understood that payments under or in respect of the Tax Receivable Agreements shall not be considered part of any such consideration).

Section 2.05 Listing of Deliverable Common Stock . If the Class A Common Stock is listed on a national securities exchange, Pubco shall use its reasonable best efforts to cause all Class A Common Stock issued upon an Exchange to be listed on the same national securities exchange upon which the outstanding Class A Common Stock may be listed or traded at the time of such issuance.

Section 2.06 Deliverable Common Stock to be Issued; Class B Common Stock to be Cancelled .

(a) Pubco shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, the maximum number of shares of Deliverable Common Stock as shall be deliverable upon Exchange of all then-outstanding Paired Interests; provided , that nothing contained herein shall be construed to preclude Pubco or the Company from satisfying its obligations in respect of an Exchange by delivery of shares of Deliverable Common Stock that are held in the treasury of Pubco or any of its subsidiaries or by delivery of purchased shares of Deliverable Common Stock (which may or may not be held in the treasury of Pubco or any subsidiary thereof). Pubco and the Company represent, warrant and covenant that all shares of Deliverable Common Stock issued upon an Exchange will, upon issuance thereof, be validly issued, fully paid and non-assessable.

(b) When a Paired Interest has been Exchanged in accordance with this Agreement, (i) the share of Class B Common Stock constituting a component of such Paired Interest shall be cancelled by Pubco and the Company and (ii) the Unit constituting a component of such Paired Interest shall be deemed transferred from the Exchanging Holder to Pubco.

(c) Subject to the terms of the Registration Rights Agreement, Pubco and the Company covenant and agree to deliver shares of Deliverable Common Stock, if requested, pursuant to an effective Exchange Registration Statement with respect to any Exchange to the extent that an Exchange Registration Statement is effective and available for such shares with respect to such Exchange. In the event that any Exchange in accordance with this Agreement is to be effected at a time when any Exchange Registration Statement has not become effective or otherwise is unavailable, upon the request and with the reasonable cooperation of the Holders requesting such Exchange, Pubco and the Company shall use reasonable best efforts to promptly facilitate such Exchange pursuant to an available exemption from such registration requirements.

(d) Pubco agrees that it has taken all or will take such steps as may be required to cause to qualify for exemption under Rule 16b-3(d) or (e), as applicable, under the Exchange Act, and to be exempt for purposes of Section 16(b) under the Exchange Act, any acquisitions from, or dispositions to, Pubco of equity securities of Pubco (including derivative securities with respect thereto) and any securities that may be deemed to be equity securities or derivative securities of Pubco for such purposes that result from the transactions contemplated by this Agreement, by each officer or director of Pubco, including any director by deputization. The authorizing resolutions shall be approved by either Pubco's Board or a committee thereof composed solely of two or more Non-Employee Directors (as defined in Rule 16b-3 under the Exchange Act) of Pubco.

Section 2.07 Distributions . No Exchange shall impair the right of the Exchanging Holder to receive any distributions payable on the Units so exchanged in respect of a record date that occurs prior to the Exchange Date for such Exchange. No adjustments in respect of dividends or distributions on any Unit will be made on the Exchange of any Paired Interest, and if the Exchange Date with respect to a Unit occurs after the record date for the payment of a dividend or other distribution on Units but before the date of the payment, then the registered Holder of the Unit at the

close of business on the record date will be entitled to receive the dividend or other distribution payable on the Unit on the payment date notwithstanding the Exchange of the Paired Interests or a default in payment of the dividend or distribution due on the Exchange Date, and, for the avoidance of doubt, no Exchanging Holder shall have the right to receive any distributions (including tax distributions) on any exchanged Unit with a record date that occurs from and after any Exchange Date. For the avoidance of doubt, no Exchanging Holder shall be entitled to receive, in respect of a single record date, distributions or dividends both on Units exchanged by such Holder and on shares of Deliverable Common Stock received by such Holder in such Exchange.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of Pubco and of the Company .

(a) Each of Pubco and the Company represents and warrants that (i) it is a corporation or limited liability company duly incorporated or formed, as applicable, and is existing in good standing under the laws of the State of Delaware, (ii) it has all requisite corporate or limited liability company power, as applicable, and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and, in the case of Pubco, to issue the Deliverable Common Stock in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by it and the consummation by it of the transactions contemplated hereby (including, in the case of Pubco, the issuance of the Deliverable Common Stock) have been duly authorized by all necessary corporate or limited liability company action on its part, as applicable, and (iv) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) Each of Pubco and the Company represents that it does not have any contracts, other agreements, duties or obligations that are inconsistent with its duties and obligations (whether or not in its capacity as Managing Member) under this Agreement and covenants that, except as expressly permitted by this Agreement, the LLC Agreement or the Stockholder Agreement, it will not enter into any contracts or other agreements or undertake or acquire any other duties or obligations that are inconsistent with such duties and obligations.

Section 3.02 Representations and Warranties of the Holders . Each Holder, severally and not jointly, represents and warrants that (i) if it is not a natural person, that it is duly incorporated or formed and, the extent such concept exists in its jurisdiction of organization, is in good standing under the laws of such jurisdiction, (ii) it has all requisite legal capacity and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, (iii) if it is not a natural person, the execution and delivery of this Agreement by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other entity action on the part of such Holder and (iv) this Agreement constitutes a legal, valid and binding obligation of such Holder enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar

laws relating to or limiting creditors' rights generally. Additionally, each Holder, severally and not jointly, represents and warrants that it is aware of the restrictions on Transfer (as defined in the LLC Agreement) contained in Article VIII of the LLC Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Additional Holders .

(a) To the extent that a Holder validly transfers any or all of such Holder's Paired Interests to another Person (including by Employee Holdco to any member thereof) in a transaction in accordance with, and not in contravention of, the LLC Agreement, the Employee Holdco LLC Agreement or the Registration Rights Agreement, as applicable, then such transferee (each, a " Permitted Transferee ") shall have the right, in connection with such transaction, to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Permitted Transferee shall become a Holder hereunder.

(b) To the extent the Company issues Units in the future, then the holder of such Units shall have the right to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such holder shall become a Holder hereunder; provided , however , that Pubco may delay the initial exercisability of the Exchange right by such new Holder to the extent Pubco in its sole discretion deems appropriate to facilitate compliance with the Securities Act.

(c) From and after the date hereof, each Non-Party Member shall have the right to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Non-Party Member shall become a Holder and an Exchange Registration Holder, as applicable, for all purposes hereunder.

Section 4.02 Further Assurances . Each party hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of Pubco and the Company, may be necessary or advisable to carry out the intent and purposes of this Agreement.

Section 4.03 Notices . All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (" e-mail ") transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(a) if to Pubco or the Company to:

c/o GoDaddy Inc.
14455 North Hayden Road
Suite 219
Scottsdale, Arizona 85260
Attn: Nima Kelly
Matt Forkner
Facsimile: 480-624-2546
Email: nima@godaddy.com
mforkner@godaddy.com

(b) if to KKR, addressed to it at:

c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, NY 10019
Attention: David Sorkin
Facsimile: (212) 750-0003
E-mail: david.sorkin@kkr.com

if to Silver Lake, addressed to it at:

c/o Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Attention: Karen King
Facsimile: (650) 233-8125
E-mail: karen.king@silverlake.com

and

c/o Silver Lake Partners
9 West 57th Street, 32nd Floor
New York, NY 10019
Attention: Andrew J. Schader
Facsimile: (212) 981-3535
E-mail: andy.schader@silverlake.com

if to TCV, addressed to it at:

c/o Technology Crossover Ventures
528 Ramona Street
Palo Alto, CA 94301
Attention: Frederic D. Fenton
Facsimile: (650) 618-1989

E-mail: rfenton@tcv.com

if to Holdings, addressed to it at:

The Go Daddy Group, Inc.
c/o YAM Management LLC
15475 N 84th St
Scottsdale, AZ 85260
Attention: Anne O'Moore
Facsimile: (480) 393-4962
E-mail: anne@yamholdings.com

(c) if to any other Holder, to the address and other contact information set forth in the records of Pubco or the Company from time to time, or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto.

Section 4.04 Binding Effect . The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns; provided , however , that (i) the Exchange Registration Holders and their respective successors and assigns are intended beneficiaries of Section 2.01 , this Section 4.04 and Section 4.09 , (ii) the members of Employee Holdco and their respective successors and assigns are intended beneficiaries of Section 4.01(a) , this Section 4.04 and Section 4.09 , and (iii) each Non-Party Member and their respective successors and assigns are intended beneficiaries of Section 4.01(c) , this Section 4.04 and Section 4.09 , in each case, with the right to enforce such provisions against the Company and Pubco as though such Exchange Registration Holders, such members of Employee Holdco and such Non-Party Members (and their respective successors and assigns) were parties hereto.

Section 4.05 Waiver of Jury Trial; Consent to Jurisdiction . EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby irrevocably submits to the exclusive jurisdiction of the federal courts located in the State of Delaware or the Delaware Court of Chancery for the purpose of adjudicating any dispute arising hereunder. Each party hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court any objection to such jurisdiction, whether on the grounds of hardship, inconvenient forum or otherwise. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 4.03 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 4.05 .

Section 4.06 Counterparts . This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 4.07 Entire Agreement . This Agreement and, as applicable, the other Reorganization Documents constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person or other party hereto.

Section 4.08 Severability . If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 4.09 Amendment . This Agreement may only be amended or modified, in whole or in part, at any time and from time to time by a written instrument signed by (i) Pubco, (ii) the Company, (iii) the Holders of Units holding a majority of the then outstanding Units of the Company, (iv) KKR, to the extent KKR is then a Holder of Units, (v) Silver Lake, to the extent Silver Lake is then a Holder of Units, (vi) TCV, to the extent TCV is then a Holder of Units and to the extent TCV's rights or obligations under this Agreement are disproportionally adversely affected relative to any other Holder, and (vii) Holdings, to the extent Holdings is then a Holder of Units and to the extent Holdings' rights or obligations under this Agreement are disproportionally adversely affected relative to any other Holder. In the event that this Agreement is amended, whether or not the prior written consent of any Holder is required under the foregoing sentence, Pubco or the Company shall provide a copy of such amendment to all Holders. Notwithstanding anything to the contrary in this Agreement (including this Section 4.09), (a) the execution and delivery of a joinder to this Agreement pursuant to Section 4.01 shall not require the consent of any Holder or any other party hereto and shall not be deemed to be an amendment or modification to this Agreement, (b) any amendment or modification, in whole or in part, of Section 2.01 , clause (i) of Section 4.04 and this Section 4.09(b) , at any time and from time to time, shall also require the consent of the holders of a majority of the issued and outstanding equity interests held by Exchange Registration Holders (calculated by reference to the Units held directly by such holders and the Units such holders' interests in Employee Holdco are exchangeable into under the terms of the Employee Holdco LLC Agreement), (c) any amendment or modification, in whole or in part, of Section 4.01(a) , clause (ii) of Section 4.04 and this Section 4.09(c) , at any time and from time to time, shall also require the consent of the holders of a majority of the issued and outstanding equity interests of Employee Holdco to the extent Employee Holdco is then a Holder of Units and (d) any amendment or modification, in whole or in part, of Section 4.01(c) , clause (iii) of Section 4.04 and this Section 4.09(d) , at any time or from time to time, shall also require the consent of the holders of a majority of the issued and outstanding Units held by the Non-Party Members.

Section 4.10 Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law rules of such State that would result in the application of the laws of a jurisdiction other than the State of Delaware.

Section 4.11 Tax Treatment . This Agreement shall be treated as part of the LLC Agreement as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. As required by the Code and the Treasury Regulations, the parties shall report any Exchange consummated hereunder as a taxable sale of the Units and shares of Class B Common Stock by a Holder to Pubco, and no party shall take a contrary position on any income tax return or amendment thereof.

Section 4.12 Independent Nature of Holders' Rights and Obligations . The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder under hereunder. The decision of each Holder to enter into to this Agreement has been made by such Holder independently of any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby.

Section 4.13 Specific Enforcement . The parties hereto acknowledge that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

[Signature Pages Follow]

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

GODADDY INC.

By: /s/ Nima Kelly

Name: Nima Kelly

Title: Executive Vice President and General Counsel

DESERT NEWCO, LLC

By: /s/ Nima Kelly

Name: Nima Kelly

Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to the Exchange Agreement]

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

HOLDERS:

THE GO DADDY GROUP, INC.

By: /s/ Robert R. Parsons
Name: Robert R. Parsons
Title: Chief Executive Officer

[Signature Page to the Exchange Agreement]

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P.,
its General Partner

By: KKR 2006 AIV GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P.,
its Manager

By: KKR 2006 GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC,
its General Partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Authorized Signatory

SLP GD INVESTORS, L.L.C.

By: Silver Lake Partners III DE (AIV IV), L.P.,
its Managing Member

By: Silver Lake Technology Associates III, L.P.,
its General Partner

By: SLTA III (GP), L.L.C.,
its General Partner

By: Silver Lake Group, L.L.C.,
its Managing Member

By: James A. Davidson
Name: James A. Davidson
Title: Managing Director

[Signature Page to the Exchange Agreement]

TCV VII, L.P.

By: Technology Crossover Management VII, L.P.,
its General Partner

By: Technology Crossover Management VII, Ltd.,
its General Partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd.,
its General Partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

DESERT NEWCO MANAGERS, LLC
By: DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to the Exchange Agreement]

EXHIBIT A

[FORM OF]
NOTICE OF EXCHANGE

c/o GoDaddy Inc.
14455 North Hayden Road
Suite 219
Scottsdale, Arizona 85260
Attn: Nima Kelly, Matt Forkner
Facsimile: (480) 624-2546
Email: nima@godaddy.com
mforkner@godaddy.com

Reference is hereby made to the Exchange Agreement, dated as of March 31, 2015 (as amended from time to time, the " Exchange Agreement "), by and among Desert Newco, LLC, a Delaware limited liability company (the " Company "), GoDaddy Inc., a Delaware corporation (" Pubco "), and the holders of Units (as defined therein) and shares of Class B Common Stock (as defined therein) from time to time party hereto (each, a " Holder "). Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Holder hereby transfers to Pubco (or the Company, if applicable) effective as of the Exchange Date and, in the case of a contingent exchange, subject to the occurrence of the contingency set forth below, the number of shares of Class B Common Stock plus Units set forth below (together, the " Paired Interests ") in Exchange for shares of Class A Common Stock (the " Deliverable Common Stock ") to be issued in its name as set forth below, in accordance with the terms of the Exchange Agreement.

Legal Name of Holder: [ ]

Address: [ ]

[ ]

[ ]

Number of Paired Interests to be Exchanged: [ ] [1]

[1] Note to Holder : Any Exchange must include, at a minimum, the lesser of (i) 1,000 Units (subject to adjustment as provided in Section 2.03 of the Exchange Agreement) and (ii) all of the vested Units of the undersigned Holder.

Timing / Contingent Exchanges (complete either (a) **or** (b))

(a) Exchange Date (if other than close of business on the date of receipt by Pubco and the Company): [ ]

(b) If Exchange is contingent upon the occurrence of any event pursuant to clause (x) of Section 2.02(b)(i) , please describe such contingency: [ ]

The undersigned hereby represents and warrants that (i) the undersigned has full legal capacity to execute and deliver this Notice of Exchange and to perform the undersigned's obligations hereunder; (ii) this Notice of Exchange has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms thereof or hereof, as the case may be, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (iii) the Paired Interests subject to this Notice of Exchange are being transferred to Pubco (or the Company, if applicable) free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (iv) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the Paired Interests subject to this Notice of Exchange is required to be obtained by the undersigned for the transfer of such Paired Interests to the Company.

The undersigned hereby irrevocably constitutes and appoints any officer of Pubco or the Company as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to Pubco (or the Company, if applicable) the Paired Interests subject to this Notice of Exchange and to deliver to the undersigned the shares of Deliverable Common Stock to be delivered in Exchange therefor.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

By: _____
Name:
Title:

EXHIBIT B

[FORM OF]
JOINDER AGREEMENT

This Joinder Agreement (" Joinder Agreement ") is a joinder to the Exchange Agreement, dated as of March 31, 2015 (as amended from time to time, the " Agreement "), by and among Desert Newco, LLC, a Delaware limited liability company (the " Company "), GoDaddy Inc., a Delaware corporation (" Pubco "), and the holders of Units (as defined therein) and shares of Class B Common Stock from time to time party hereto (each, a " Holder "). Capitalized terms used but not defined in this Joinder Agreement shall have the meanings given to them in the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned, having acquired shares of Class B Common Stock and Units, hereby joins and enters into the Agreement. By signing and returning this Joinder Agreement to Pubco, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Holder contained in the Agreement, with all attendant rights, duties and obligations of a Holder thereunder and (ii) makes each of the representations and warranties of a Holder set forth in Section 3.02 of the Agreement as fully as if such representations and warranties were set forth herein. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by Pubco and by the Company, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name: [ ]

Address for Notices: [ ]

[ ]

[ ]

With Copies to: [ ]

[ ]

[ ]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Joinder Agreement to be executed and delivered by the undersigned or by its duly authorized attorney.

By: _____
Name:
Title:

Exhibit 10.3

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

dated as of March 31, 2015

by and among

GODADDY, INC.,

DESERT NEWCO, LLC,

and each of the other parties signatory hereto

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AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of March 31, 2015 (this " **Agreement** "), is entered into by and among (i) GoDaddy, Inc., a Delaware corporation (the " **Company** "), (ii) Desert Newco, LLC, a Delaware limited liability company (" **Desert Newco** "), (iii) The Go Daddy Group, Inc. (" **Holdings** "), (iv) Desert Newco Managers, LLC (" **Employee Holdco** "), (v) KKR 2006 GDG Blocker L.P. (" **KKR 2006 GDG** "), KKR 2006 Fund (GDG) L.P., (" **KKR 2006** "), OPERF Co-Investment LLC (" **OPERF** "), GDG Co-Invest Blocker, L.P. (" **GDG Co-Invest** ") and KKR Partners III, L.P. (" **KKR Partners III** " and together with KKR 2006 GDG, KKR 2006, OPERF and GDG Co-Invest, " **KKR** "), (vi) SLP GD Investors, LLC (" **SLP GD** "), SLP III Kingdom Feeder I, L.P. (" **SLKF I** "), Silver Lake Technology Investors III, L.P., a Delaware limited partnership ("SLTI III") and Silver Lake Partners III, L.P. (" **SLP III** " and, together with SLP GD, SLKF I and SLTI III, " **Silver Lake** " and, together with KKR, the " **Sponsors** "), (vii) TCV VII, L.P. (" **TCV VII** "), TCV VII(A), L.P. (" **TCV VII(A)** ") and TCV Member Fund, L.P. (" **TCVMF** " and, together with TCV VII and TCV VII(A), " **TCV** "), (viii) QCP Fund C LP and its related persons listed on Annex I hereto (collectively, " **Qatalyst** "), (ix) WS Investment Company, L.L.C. (2011A) (" **WSGR** ," and together with the Sponsors, TCV and Qatalyst, the " **Equity Investors** "), and (x) the Exchange Registration Holders (as defined herein) from time to time party hereto.

WHEREAS, Desert Newco, Holdings, and certain of the Equity Investors are parties to that certain Registration Rights Agreement, dated as of December 16, 2011 (the " **Original Registration Rights Agreement** "), and certain of the parties hereto are parties to that certain Reorganization Agreement, dated as of the date hereof (the " **Reorganization Agreement** "); and

WHEREAS, it is a condition precedent to the consummation of the transactions contemplated by the Reorganization Agreement that the Company, Desert Newco, Holdings, Employee Holdco and the Equity Investors enter into this Agreement setting forth certain rights of the Equity Holders (as defined below) and amending and restating the Original Registration Rights Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agree as follows:

SECTION 1. Definitions .

(a) In addition to the terms defined elsewhere in this Agreement, as used herein, the following terms shall have the following respective meanings. Unless the context otherwise requires, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, and the word "or" shall be inclusive.

" **Affiliate** " means, when used with reference to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person; provided that none of the Company nor any of its Subsidiaries shall be deemed an Affiliate of any Equity Holder.

" **Board** " means the Board of Directors of the Company or any equivalent governing board.

" **Common Stock** " means the Class A common stock of the Company (or any successor of the Company by combination of shares, recapitalization, merger, consolidation, or other reorganization) and any stock into which any such Class A common stock shall have been changed or any stock resulting from any reclassification of any such Class A common stock.

" **Eligible Holders** " means the Equity Holders and holders of Other Shares.

" **Eligible Shares** " means the Registrable Shares and the Other Shares.

" **Equity Holders** " means (i) Holdings and (ii) the Equity Investors, and (iii) any Affiliate of Holdings, the Equity Investors or any third party, in each case to whom Holdings or any Equity Investor has assigned its rights under this Agreement in accordance with Section 16 ; provided that a Person shall cease to be an Equity Holder at the time such Person ceases to hold Registrable Shares.

" **Equity Holders' Counsel** " means the counsel selected to represent the Equity Holders in any registration and/or offering pursuant to this Agreement by (i) the Requesting Equity Holders in the case of a Demand Registration and any offering effected pursuant to Section 2(c) , (ii) the Initiating Equity Holders in the case of a Takedown Demand or (iii) the Equity Holders (other than WSGR and Qatalyst) holding a majority of Registrable Shares being registered and/or sold (as applicable) in any other registration and/or offering, provided that the other Equity Holders participating in any registration and/or offering may select a separate counsel to represent them in connection with such registration and/or offering.

" **Exchange Act** " means the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

" **Exchange Registration Holders** " means (i) the members of Employee Holdco and the members of Desert Newco (other than Employee Holdco, Equity Holders, Pubco and any subsidiary of Pubco) as of immediately prior to the consummation of the IPO, and any Affiliate of any such member or any third party to whom any such member has assigned its rights under this Agreement in accordance with Section 16 and (ii) Employee Holdco for so long as Employee Holdco holds Paired Interests.

" **Executive Committee** " means the Executive Committee of the Company or, if such committee does not exist, the Board or another duly authorized committee of the Board.

" **Group** " means, with respect to any party hereto that is an Eligible Holder, (i) such party, (ii) any Affiliate of any such party or its Affiliates, in each case to whom such party or any of its Affiliates has assigned its rights under this Agreement in accordance with Section 16 ; provided that a Person shall cease to be a member of a Group (without affecting the status of any other members of such Group) at the time such Person ceases to hold Registrable Shares.

" **IPO** " means the first firm commitment underwritten public offering and sale of equity securities of the Company for cash pursuant to an effective registration statement (other than on Form S-4, S-8 or a comparable form).

" **LLC Agreement** " means the Third Amended and Restated Limited Liability Agreement of Desert Newco, dated as of the date hereof (as amended and in effect from time to time).

" **Marketed Underwritten Takedown Offering** " means an Underwritten Takedown Offering involving a customary "road show" (including an "electronic road show") or other substantial marketing effort by the underwriters over a period of at least 48 consecutive hours.

" **Organizational Documents** " means the Amended and Restated Certificate of Incorporation and the Amended and Restated By-laws of the Company (each as amended and in effect from time to time).

" **Other Shares** " means, at any time, those shares of Common Stock which do not constitute Primary Shares or Registrable Shares and as to which the Company has a contractual obligation, approved by the Executive Committee, to include such shares in a registration statement under the Securities Act pursuant to the provisions of this Agreement applicable to Other Shares.

" **Overnight Underwritten Takedown Offering** " means an Underwritten Takedown Offering other than a Marketed Underwritten Takedown Offering.

" **Paired Interest** " has the meaning set forth in the LLC Agreement.

" **Person** " means an individual, a corporation, a partnership, a limited liability company, a trust, an incorporated or unincorporated association, a joint venture, a joint stock company or any other entity or body.

" **Primary Shares** " means at any time the authorized but unissued shares of Common Stock and shares of Common Stock held by the Company in its treasury.

" **Registrable Shares** " means (i) shares of Common Stock held by any member of the Equity Investor Group or the Holdings Group (now owned or hereafter acquired) including any Common Stock issued or issuable upon conversion or exchange of other securities of the Company or its subsidiaries (including, for the avoidance of doubt, any shares of Common Stock issuable upon exchange of Paired Interests) and (ii) any equity securities of the Company issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization; provided , however , that any particular Registrable Shares shall cease to be Registrable Shares when (x) they have been registered for sale under the Securities Act, the registration statement in connection therewith has been declared effective and they have been disposed of pursuant to such effective registration statement, (y) they have been sold in compliance with Rule 144 following the consummation of the IPO or (z) following the Restricted Period, they are able to be sold under Rule 144 of the Securities Act (or any successor rule) in any and all three-month periods without volume limitations or other restrictions,

provided that this clause (z) will not cause shares of Common Stock held by the KKR Group, the Silver Lake Group or the TCV Group to cease to be Registrable Shares for so long as any other member of the KKR Group, the Silver Lake Group or the TCV Group, respectively, continues to hold Registrable Shares.

"Restricted Period " has the meaning set forth in the LLC Agreement.

" **Rule 144** " means Rule 144 promulgated under the Securities Act or any successor rule thereto.

" **Rule 145** " means Rule 145 promulgated under the Securities Act or any successor rule thereto.

" **Rule 415** " means Rule 415 promulgated under the Securities Act or any successor rule thereto.

" **SEC** " means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

" **Shelf Participant** " means any Eligible Holder listed as a potential selling shareholder on a Form S-3 in connection with a Shelf Registration or any Eligible Holder that could be added to such Shelf Registration without the need for a post-effective amendment thereto or added by means of an automatic post-effective amendment thereto.

" **Securities Act** " means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

" **Transfer** " has the meaning set forth in the LLC Agreement.

" **Underwritten Offering** " means an offering of Common Stock or other equity securities of the Company in which such securities are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

" **Underwritten Takedown Offering** " means an Underwritten Offering pursuant to a Takedown Demand.

" **Units** " has the meaning set forth in the LLC Agreement.

" **WKSI** " means a well-known seasoned issuer, as defined in the Rule 405 of the Securities Act.

(b) For all purposes of and under this Agreement, the following capitalized terms shall have the respective meanings ascribed to them on the page of this Agreement set forth opposite each such capitalized term below:

SECTION 2. Demand Registration .

(a) If the Company shall receive from any member of the Sponsor Group or from any member of the Holdings Group, in each case holding Registrable Shares (the " **Requesting Equity Holders** ") a written request that the Company effect a registration with respect to all or a part of the Registrable Shares held by the Requesting Equity Holders (a " **Demand Registration** "), then, unless the Requesting Equity Holders have failed to receive any consent to Transfer such Registrable Shares required under the LLC Agreement or the Stockholder Agreement (as defined in the LLC Agreement), as applicable, the Company will:

(i) within ten (10) days after the date of such request, give written notice of the proposed registration to all Equity Holders (other than the Requesting Equity Holders) and the holders of Other Shares; and

(ii) use its reasonable best efforts to, as soon as practicable and in any event within ninety (90) days, in the case of any registration of shares conducted on a registration statement on Form S-1 under the Securities Act (or any comparable or successor form or forms thereto) or within forty-five (45) days, in the case of a registration of shares conducted on a registration statement on Form S-3 under the Securities Act (or any comparable or successor form or forms thereto, a **"Form S-3** "), effect such registration (which shall, in the case of a secondary offering, be on Form S-3 if the Company is qualified for registration on Form S-3 at such time) (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act) as may be so requested and as would permit or facilitate the sale and distribution of all of such Registrable Shares as are specified in such request, together with all or such portion of (A) the other Registrable Shares joining in such request as are specified in a written request from any Equity Holder received by the Company, (B) any Other Shares entitled to participate therein as are specified in a written request from the holders of such Other Shares received by the Company, and/or (C) any Primary Shares proposed to be included in such registration by the Company by notice from the Company to the Requesting Equity Holders, in each case within twenty (20) days after written notice from the Company is given under Section 2(a)(i) above; provided that the Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2(a) :

(1) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act or applicable rules or regulations thereunder;

(2) With respect to any particular Requesting Equity Holder, if all the Registrable Shares proposed to be registered by such Requesting Equity Holder and its Group pursuant to this Section 2(a) could be sold within ninety (90) days pursuant to Rule 144 or Rule 145;

(3) If the Company shall furnish to the Requesting Equity Holders a certificate signed by the Chief Executive Officer (or other authorized officer) of the Company stating that in the good faith judgment of the Executive Committee it would be detrimental to the Company or its stockholders for a registration statement to be filed in the near future, in which case the Company's obligation to use its reasonable best efforts to comply with this Section 2(a) , and its related obligations under Section 5 ,

shall be deferred for a period not to exceed ninety (90) days from the date of receipt of written request from the Requesting Equity Holders (provided that the Company shall only be permitted one deferral pursuant to this Section 2(a)(ii)(3) or Section 2(b) in any twelve-month period) and each Eligible Holder shall keep confidential the fact that such a deferral is in effect, as well as the certificate referred to above and its contents, unless and until otherwise notified by the Company, except (A) for disclosure to such Eligible Holder's employees, officers, directors, agents, legal counsel, accountants, auditors and other professional representatives and advisers who reasonably need to know such information solely for purposes of assisting the Eligible Holder with respect to its investment in Common Stock or Units and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its subsidiaries or any other Person (except to the extent that such other Person learned of such confidential information as a result of disclosure by the Eligible Holder in violation of this Agreement) that, to the knowledge of such Eligible Holder after inquiry, was not subject to a similar obligation or duty of confidentiality to the Company and its subsidiaries and (D) as required by law, rule or regulation (provided that the Eligible Holder gives prompt notice of such use in writing, to the extent permitted by law, rule or regulation, and reasonably cooperates with the Company should the Company, at the Company's sole expense, desire to seek a protective order or other appropriate remedy to protect the confidentiality of such confidential information prior to disclosure); or

(4) If the Requesting Equity Holders propose to register Registrable Shares at an expected offering price of less than $50,000,000 (net of Registration Expenses) in the aggregate; provided that this clause (4) shall not apply to a Shelf Registration covering an unspecified number of shares in accordance with Section 2(b) .

Subject to the provisions of Section 2(c) below, the Company may, in its sole discretion, include Other Shares in the registration statement filed pursuant to the request of the Requesting Equity Holders pursuant to this Section 2(a) .

(b) Shelf Registration . At any time and from time to time when the Company is eligible to utilize Form S-3 to sell shares in a secondary offering on a delayed or continuous basis in accordance with Rule 415 (a " **Shelf Registration** "), any demand made pursuant to Section 2(a) may, at the option of the Requesting Equity Holders, be a demand for a Shelf Registration; provided that no more than two demands for Shelf Registration may be made in any 12 month period by any member of the KKR Group, the Silver Lake Group or the Holdings Group, respectively. For the avoidance of doubt, the rights of Eligible Holders to receive notice of any Demand Registration and to include Eligible Shares in any such Demand Registration

pursuant to Section 2(a) hereof shall apply in connection with any such Shelf Registration. If at the time of such request the Company is a WKSI, (x) if the Company so elects, such Shelf Registration may also cover an unspecified number of shares to be sold by the Company, and (y) if the Requesting Equity Holders so elect, such Shelf Registration may cover an unspecified number of shares to be sold by the Equity Holders. The Company may suspend the use of any effective Shelf Registration by written notice to the holders of Registrable Shares listed as potential selling shareholders therein under the circumstances, for the period and subject to the limitations set forth in Section 2(a)(ii)(3) .

(c) Underwriting . In the case of any offering made in accordance with Section 2(a) , other than an offering made pursuant to a Takedown Demand:

(i) if the Requesting Equity Holders intend to distribute the Registrable Shares by means of an Underwritten Offering, they shall so advise the Company as a part of its request made pursuant to Section 2(a) and the managing underwriter for such Underwritten Offering shall be chosen by the holders of a majority in aggregate amount of the Registrable Shares (x) being registered by members of the Sponsor Group, in the case of an offering pursuant to a Demand Registration where any member of the Sponsor Group is the Requesting Equity Holder or (y) in any other case, being registered by all Equity Holders, and in each case, with the consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned. If the holders of Other Shares request inclusion of such shares, the Equity Holders agree that the Company may include such shares in the Underwritten Offering so long as such holders agree to be bound by the applicable provisions of this Section 2 . The Requesting Equity Holders and the Company shall (together with all other Eligible Holders proposing to distribute their Eligible Shares through such Underwritten Offering) enter into an underwriting agreement in customary form and reasonably acceptable to the Company with the underwriter or underwriters. Notwithstanding any other provision of this Section 2 , if the managing underwriter selected as provided in this Section 2(c) determines that marketing factors require a limitation on the number of shares to be underwritten in such Underwritten Offering, the managing underwriter may limit the number of shares proposed to be included in such registration and Underwritten Offering as follows:

(1) first, the Primary Shares shall be excluded from such registration to the extent so required by such limitation;

(2) second, to the extent further limitation is required by the managing underwriter, the Other Shares shall be excluded from such registration to the extent so required by such limitation such that the number of shares to be included by such holders of Other Shares shall be determined on a pro rata basis based upon the aggregate number of Other Shares held by each such holder seeking registration; and

(3) third, to the extent further limitation is required by the managing underwriter, the remaining Registrable Shares held by Equity Holders shall be excluded from such registration to the extent so required by such limitation such that the

number of Registrable Shares held by Equity Holders to be included in the offering shall be determined on a pro rata basis based upon the aggregate number of Registrable Shares held by each Equity Holder seeking registration.

(ii) No Other Shares, Primary Shares or Registrable Shares excluded from the Underwritten Offering by reason of the underwriter's marketing limitation shall be included in such Underwritten Offering, and any Eligible Holder who has requested inclusion in such Underwritten Offering as provided above (including the Requesting Equity Holders) may elect to withdraw therefrom at any time prior to the effectiveness of such registration statement by written notice to the Company, the managing underwriter and the Requesting Equity Holders; provided that, if the underwriters' counsel reasonably determines that such withdrawal would materially delay the registration or require a recirculation of the prospectus, then no Eligible Holder shall have the right to withdraw unless the Requesting Equity Holders have elected to withdraw.

(d) Shelf Takedowns . At any time when a Shelf Registration statement is effective and its use has not been suspended by the Company pursuant to Section 2(b) , upon the demand (a " **Takedown Demand** ") by any member of the KKR Group, the Silver Lake Group or the Holdings Group that is a Shelf Participant holding Registrable Shares at such time (the " **Initiating Equity Holder** "), the Company will facilitate in the manner described in this Agreement a "takedown" of shares off of such Shelf Registration; provided that (i) each of the KKR Group, the Silver Lake Group and the Holdings Group shall have the right to make no more than two Takedown Demands, in each case, in any twelve (12) month period; (ii) the Company shall not be obligated to effect a Marketed Underwritten Takedown Offering unless the shares requested to be sold in such offering have an aggregate market value (based on the most recent closing price of the Common Stock at the time of the demand) of at least $25,000,000 (net of Registration Expenses); and (iii) the Company will provide (x) in connection with any Overnight Underwritten Takedown Offering at least two (2) business days notice to any Equity Investor (other than the Initiating Equity Holder) that is a Shelf Participant, and (y) in connection with any Marketed Underwritten Takedown Offering, at least five (5) business days notice to any Eligible Holder (other than the Initiating Equity Holder) that is a Shelf Participant entitled to participate therein. If any Shelf Participants entitled to receive a notice pursuant to clause (iii) of the preceding sentence request inclusion of their Eligible Shares (by notice to the Company, which notice must be received by the Company no later than (A) in the case of an Overnight Underwritten Takedown Offering, the business day following the date notice is given to such participant or (B) in the case of a Marketed Underwritten Takedown Offering, three (3) calendar days following the date notice is given to such participant) the Company shall include such shares in the Underwritten Takedown Offering so long as such participants agree to be bound by the applicable provisions of this Section 2 ; provided that (1) the Initiating Equity Holder shall maintain the right to select the managing underwriter for such offering (with the consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned) and (2) if such managing underwriter determines that marketing factors require a limitation on the number of shares to be underwritten, the managing underwriter may limit the number of shares proposed to be included in such offering such that the number of Eligible Shares to be included shall be determined in the manner set forth in Section 2(c) . The Shelf Participants participating in such offering and the Company shall enter into an underwriting

agreement in customary form with the underwriter or underwriters of such offering. Any Shelf Participant who has requested inclusion in such Underwritten Takedown Offering as provided above (including the Initiating Equity Holder) may elect to withdraw therefrom at any time prior to the consummation of the takedown by written notice to the Company, the managing underwriter and the Initiating Equity Holder; provided that, if the underwriters' counsel reasonably determines that such withdrawal would require a recirculation of the prospectus, then no Eligible Holder shall have the right to withdraw unless the Initiating Equity Holder has elected to withdraw.

(e) Effective Registration Statement . Should a Takedown Demand not be consummated due to the failure of the Initiating Equity Holder to perform its obligations under this Agreement, or in the event the Initiating Equity Holder withdraws or does not pursue the offering contemplated by the Shelf Takedown request as provided for in Section 2(d) above, then such Takedown Demand shall be deemed to have been effected for purposes of clause (i) of Section 2(d) unless such offering does not proceed because (x) a material adverse change occurred in the condition (financial or otherwise), business, assets, properties, operations or results of operations of the Company and its subsidiaries taken as a whole subsequent to the date of the delivery of the Takedown Demand referred to in Section 2(d) above, (y) use of the Shelf Registration was subsequently suspended by the Company as provided in Section 2(b) , or (z) the Shelf Registration statement did not remain continuously effective until all the Registrable Shares subject to such Takedown Demand were sold because (i) the Company was not in compliance in all material respects with its obligations under this Agreement, or (ii) the Shelf Registration was interfered with by any stop order, injunction, or other order or requirement of the SEC or other governmental agency or court, in which event such Takedown Demand shall not be deemed to have been effected for purposes of clause (i) of Section 2(d) .

(f) For avoidance of doubt, this Section 2 is subject in all respects to the provisions of Article VIII of the LLC Agreement and Section 3.9 of the Stockholder Agreement (as defined in the LLC Agreement), as applicable, and nothing in this Section 2 shall limit or otherwise modify the provisions thereof, including with respect to the limitations on Transfer set forth therein.

SECTION 3. Company Registration .

(a) If the Company shall determine to register any Primary Shares or Other Shares under the Securities Act, other than (A) in an IPO, (B) pursuant to a registration statement on Form S-4 or S-8 (or such similar successor forms then in effect under the Securities Act), (C) pursuant to a registration relating solely to an offering and sale to employees, directors or consultants of the Company or its subsidiaries pursuant to any employee stock plan or other benefit plan arrangement, (D) pursuant to a registration relating to a Rule 145 transaction, (E) pursuant to a registration by which the Company is offering to exchange its own securities for other securities (including pursuant to Section 8), (F) pursuant to a registration statement relating solely to dividend reinvestment or similar plans or (G) pursuant to a registration statement by which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its subsidiaries that are convertible or exchangeable for Common Stock and that are initially issued pursuant to an applicable exemption from the registration requirements of the Securities Act may resell such notes and sell the Common Stock into which such notes may be converted or exchanged, then in each case, the Company will:

(i) promptly give to the Eligible Holders a written notice thereof (which shall include a list of the jurisdictions in which the Company intends to attempt to qualify such securities under the applicable blue sky or other state securities laws and the number of securities intended to be disposed); and

(ii) include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all the Eligible Shares specified in a written request or requests by any Eligible Holder (provided that such Eligible Holder has indicated within twenty (20) days after written notice from the Company described in clause (i) above is given that such Eligible Holder desires to sell Eligible Shares in the manner of distribution proposed by the Company) except (x) as set forth in Section 3(b) below and (y) during the Restricted Period, if no Eligible Holder that is a member of the Sponsor Group has indicated within the allotted time period that it desires to sell Registrable Shares in the manner of distribution proposed by the Company.

(b) Underwriting . If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Eligible Holders as a part of the written notice given pursuant to Section 3(a)(i) . In such event, the right of each Eligible Holder to registration pursuant to this Section 3(b) shall be conditioned upon such Eligible Holder's participation in such underwriting and the inclusion of such Eligible Holder's Registrable Shares in the underwriting to the extent provided herein. The participating Eligible Holders shall (together with the Company and the other stockholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters participating in the underwriting. Notwithstanding any other provision of this Section 3 , if the managing underwriter determines that marketing factors require a limitation on the number of shares to be underwritten, the managing underwriter may limit the number of Eligible Shares proposed to be included in such registration and underwriting by excluding Eligible Shares to the extent so required by such limitation such that the number of Eligible Shares to be included by each Eligible Holder shall be determined on a *pro rata* basis based upon the aggregate number of Eligible Shares held by each such Eligible Holder; provided, that if the Company proposes to use proceeds from the sale of any Primary Shares to repurchase Common Stock, Units or Paired Interests from existing securityholders, then (1) if such existing securityholders are Eligible Holders, such Primary Shares shall be treated as Eligible Shares for the purpose of this sentence, and (2) such existing securityholders are not Eligible Holders, such Primary Shares shall excluded from the underwriting before any Eligible Shares are excluded from the underwriting.

Any Eligible Holder or other stockholder may elect to withdraw from such underwriting at any time prior to the consummation of the offering by written notice to the Company and the underwriter. Any Eligible Shares or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration; provided that, if the underwriter's counsel reasonably determines that such withdrawal would materially delay the registration or

require a recirculation of the prospectus, then the Eligible Holders shall have no right to withdraw. In the event that any Eligible Holder has requested inclusion of Eligible Shares in a Shelf Registration initiated by the Company, such Eligible Holder shall have the right, but not the obligation, to participate in any offering of the Company's equity securities under such shelf registration.

(c) For avoidance of doubt, this Section 3 is subject in all respects to the provisions of Article VIII of the LLC Agreement and Section 3.9 of the Stockholder Agreement (as defined in the LLC Agreement), as applicable, and nothing in this Section 2 shall limit or otherwise modify the provisions thereof, including with respect to the limitations on Transfer set forth therein.

SECTION 4. Holdback Agreement .

(a) If requested by the managing underwriters of an Underwritten Offering (including the IPO), neither the Eligible Holders nor the Company shall offer for sale (including by short sale), grant any option for the purchase of, or otherwise transfer (whether by actual disposition or effective economic disposition due to cash settlement, derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Common Stock or otherwise), any equity securities (or interests therein) in the Company without the prior written consent of the Company for a period designated by the Company in writing to the Eligible Holders, which shall begin (i) in the case of the IPO, on the date the Company first files a prospectus that includes a price range in respect of the IPO, (ii) in the case of a Takedown Demand, the earlier of the date of the underwriting agreement and the commencement of marketing efforts or (iii) for any other offering, 7 days before the effective date of the registration statement, and shall not last longer than 180 days following such effective date for the IPO and ninety (90) days following such effective date for any offering thereafter, subject, in each case, to reasonable extension as determined by the Company to the extent necessary to avoid a blackout of research reports under applicable regulations of FINRA (each such period, a " **Holdback Period** "); provided that except (x) in the case of an IPO, no Holdback Period shall apply to any Equity Holder who is not entitled to participate in an Underwritten Offering hereunder (disregarding the effect of any underwriter cutbacks imposed on such Equity Holder) and (y) in the case of an Overnight Underwritten Takedown Offering, no Holdback Period shall apply to the TCV Group if no member of the TCV Group is participating in such Overnight Underwritten Takedown Offering. Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to Registrations on Form S-4 or S-8 or any successor form to such Forms or as part of any Registration of securities for offering and sale to employees, directors or consultants of the Company and its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement. If requested by the managing underwriter of any such offering and subject to the approval of the Company, the Company and the Eligible Holders shall execute a separate agreement to the foregoing effect. The Company and Desert Newco may impose stop-transfer instructions with respect to the Common Stock, Units or other securities subject to the foregoing restriction until the end of the Holdback Period. Notwithstanding the foregoing, if the managing underwriters in connection with any such offering waive all or any portion of the Holdback Period with respect to any Eligible Holders, the

Company, the Requesting Equity Holders or the Initiating Equity Holders, as applicable, will use reasonable best efforts to cause such managing underwriters to apply the same waiver to all other Eligible Holders. The obligations of any person under this Section 4 are not in limitation of holdback or transfer restrictions that may otherwise apply by virtue of any other agreement or undertaking.

SECTION 5. Registration Procedures . If and whenever the Company is under an obligation pursuant to the provisions of this Agreement to effect the registration of any Eligible Shares, the Company shall, as expeditiously as reasonably possible:

(a) prepare the required registration statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a registration statement or prospectus (including a free writing prospectus), or any amendments or supplements thereto, furnish to the underwriters, if any, and the Equity Holders (other than WSGR and Qatalyst) participating in such offering, if any, copies of all documents prepared to be filed, which documents shall be subject to the review of such underwriters, such Equity Holders and the Equity Holders' Counsel;

(b) use its reasonable best efforts to cause a registration statement that registers such Eligible Shares to become and remain effective for a period of 120 days (subject to any extension provided for in Section 5(c)) or until all of such Eligible Shares have been disposed of (if earlier); provided , however , that in the case of any Shelf Registration, the 120 day period shall be extended, if necessary, to keep the registration statement effective until all such Eligible Shares are sold;

(c) furnish, without charge, at least five (5) business days before filing a registration statement that registers such Eligible Shares, a prospectus relating thereto or any amendments or supplements relating to such a registration statement or prospectus to the Equity Holders' Counsel and fairly consider such reasonable changes in any such documents prior to or after the filing thereof as such Equity Holders' Counsel may request;

(d) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be (i) reasonably requested by any Eligible Holder participating in such registration (to the extent such request relates to information relating to such Eligible Holder) (ii) necessary to keep such registration statement effective for at least a period of 120 days or until all of such Eligible Shares have been disposed of (if earlier) and to comply with the provisions of the Securities Act with respect to the sale or other disposition of such Eligible Shares; provided , however , that in the case of any Shelf Registration, such 120 day period shall be extended, if necessary, to keep the registration statement effective until all such Eligible Shares are sold, (iii) requested by the Eligible Holders (or required in the case of a Shelf Registration unless the Company elects to suspend use of such Registration Statement pursuant to Section 2(b)), so that the prospectus used in connection with such registration shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing or (iv) requested jointly by the managing underwriter or underwriters and the Requesting Equity Holders or the Initiating Equity Holders,

as applicable, relating to the plan of distribution therein; and, with respect to a Shelf Registration, if during such period the Company ceases to be eligible to continue such Shelf Registration on the original registration statement (whether by virtue of ceasing to be eligible to use Form S-3, by virtue of expiration of such registration statement pursuant to Rule 415(a)(5), or otherwise), the Company shall register the applicable shares on a replacement registration statement, which shall be on Form S-3 if the Company is then eligible for such registration statement or, otherwise, on Form S-1, and shall continue such Shelf Registration, and amend and supplement such replacement registration statement from time to time, as required by this Agreement;

(e) notify the Equity Holders' Counsel and each Equity Holder (other than WSGR and Qatalyst) in writing (i) when the applicable registration statement or any amendment thereto has been filed or becomes effective, and when any applicable prospectus or any amendment or supplement thereto has been filed, (ii) of the receipt by the Company of any notification with respect to any comments by the SEC with respect to such registration statement or prospectus or any amendment or supplement thereto or any request by the SEC for the amending or supplementing thereof or for additional information with respect thereto, (iii) of the receipt by the Company of any notification with respect to the issuance by the SEC of any stop order suspending the effectiveness of such registration statement or prospectus or any amendment or supplement thereto or the initiation or threatening of any proceeding for that purpose, and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Eligible Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes; and, upon occurrence of any of the events mentioned in clauses (iii) and (iv) use its reasonable best efforts to prevent the issuance of any stop order or obtain the withdrawal thereof as soon as possible;

(f) use its reasonable best efforts to register or qualify such Eligible Shares under such other securities or blue sky laws of such jurisdictions as the Eligible Holders reasonably request and do any and all other acts and things which may be reasonably necessary or advisable to enable the Eligible Holders to consummate the disposition in such jurisdictions of the Eligible Shares owned by the Equity Holders (other than WSGR and Qatalyst); provided , however , that the Company will not be required to qualify to do business, subject itself to taxation or consent to general service of process in any jurisdiction, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(g) furnish to the Eligible Holders such number of copies of such registration statement and of each amendment and supplement thereto (in each case, including all exhibits), the prospectus, if any, contained in such registration statement or other prospectus, including a preliminary prospectus or any free writing prospectus, in conformity with the requirements of the Securities Act;

(h) without limiting Section 5(f) above, use its reasonable best efforts to cause such Eligible Shares to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the Eligible Holders (to the extent the Eligible Holders then hold such Eligible Shares) to consummate the disposition of such Eligible Shares;

(i) notify the Eligible Holders on a timely basis at any time when a prospectus relating to such Eligible Shares is required to be delivered under the Securities Act upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(j) provide a transfer agent and registrar (which may be the same entity) for such Eligible Shares and a CUSIP number for such Eligible Shares, in each case no later than the effective date of such registration statement;

(k) use its reasonable best efforts to cause all such Eligible Shares registered pursuant to this Agreement to be listed on any national securities exchange or to be authorized for quotation on an automated quotation system on which any shares of the Common Stock are listed or quoted, or, if the Common Stock is not then listed or quoted, use its reasonable best efforts to list such Eligible Shares on a national securities exchange, or to authorize them for quotation on an automated quotation system;

(l) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the registration statement or the use of any preliminary or final prospectus;

(m) reasonably cooperate with each Eligible Holder and each underwriter, and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority (" **FINRA** "), and any securities exchange on which such Eligible Shares are traded or will be traded;

(n) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided , however , that to the extent that any prohibition is applicable to the Company, the Company will take such action as is necessary to make any such prohibition inapplicable;

(o) in the case of an offering pursuant to a registration that is not an Underwritten Offering, cooperate with the sellers of Eligible Shares to facilitate the timely preparation and delivery of certificates, to the extent permitted by applicable law, not bearing any restrictive legends representing the Eligible Shares to be sold, and cause such Eligible Shares to be issued in such denominations and registered in such names in accordance with the instructions of the sellers of Eligible Shares at least three (3) business days prior to any sale of Eligible Shares and instruct any transfer agent and registrar of Eligible Shares to release any stop transfer orders in respect thereof;

(p) make such representations and warranties to the Eligible Holders participating in such offering and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in secondary Underwritten Offerings;

(q) obtain for delivery to the Eligible Holders participating in such offering and to the underwriter or underwriters, if any, an opinion or opinions from counsel for the

Company dated the effective date of the registration statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to the Equity Holders (other than WSGR and Qatalyst) or underwriters, as the case may be, and their respective counsel;

(r) make available upon reasonable notice at reasonable times and for reasonable periods for inspection by any Equity Holder (other than WSGR and Qatalyst), by any underwriter participating in any disposition to be effected pursuant to such registration statement and by any attorney, accountant or other agent retained by such Equity Holders (including the Equity Holders' Counsel) or any such underwriter in connection with such registration statement (collectively, " **Representatives** "), all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available to discuss the business of the Company and to supply all information reasonably requested by any such Person or its Representatives in connection with such registration statement ("collectively, " **Confidential Information** ") as shall be necessary to enable them to exercise their due diligence responsibility; provided that any such Person or Representative gaining access to Confidential Information pursuant to this Section 5(r) shall agree to hold in strict confidence and shall not make any disclosure or use any Confidential Information, unless (w) the release of such information is requested or required by law or by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process (provided that such Person shall give prompt and timely written notice prior to such release, to the extent permitted by law, and shall reasonably cooperate with the Company should the Company, at the Company's sole expense, desire to seek a protective order prior to disclosure), (x) such information is or becomes publicly known other than through a breach of this or any other agreement of which such Person has knowledge after inquiry, (y) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company who is not known by such Person, after inquiry, to be prohibited or restricted from disclosing such information to such Person by contractual, legal or fiduciary obligation or (z) such information is independently developed by such Person without the use of or access to any Confidential Information, and each Person shall be responsible for any breach of the terms of this Section 5(r) by such Person or its Representatives, and shall take all appropriate steps to safeguard Confidential Information from disclosure, misuse, espionage, loss and theft; and

(s) provide and cause to be maintained a transfer agent and registrar for all Eligible Shares covered by the applicable registration statement from and after a date not later than the effective date of such registration statement.

Each Eligible Holder, upon receipt of any notice from the Company of any event of the kind described in Section 5(i) hereof, shall forthwith discontinue disposition of the Eligible Shares pursuant to the registration statement covering such Eligible Shares until such holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 5(i) hereof (provided that, in the case of a Shelf Registration, if such suspension lasts for longer than ten (10) consecutive business days, it shall count as a suspension for purposes of the limits set forth in Section 2(a)(ii)(3)), and, if so directed by the Company, such Eligible Holder shall destroy all copies, other than permanent file copies then in such holder's possession, of the prospectus covering such Eligible Shares at the time of receipt of such notice.

If the disposition by any Eligible Holder of its securities is discontinued pursuant to the foregoing sentence, the Company shall extend the period of effectiveness of the registration statement by the number of days during the period from and including the date of the giving of such notice to and including the date when such Eligible Holder shall have received, in the case of Section 5(e)(iv) , notice from the Company that such stop order or suspension of effectiveness is no longer in effect and, in the case of Section 5(i) , copies of the supplemented or amended prospectus contemplated by Section 5(i) .

SECTION 6. Offering Procedures . If and whenever the Company is under an obligation pursuant to the provisions of this Agreement to facilitate (x) an Underwritten Offering pursuant to a Demand Registration or (y) an Underwritten Takedown Offering (including a Marketed Underwritten Takedown Offering), the Company shall, as expeditiously as practicable:

(a) use its reasonable best efforts to obtain, and to furnish to the Eligible Holders and each underwriter, "cold comfort" letters from its independent certified public accountants in customary form and at customary times and covering matters of the type customarily covered by cold comfort letters;

(b) cooperate with the sellers of Eligible Shares and the managing underwriter to facilitate the timely preparation and delivery of certificates, to the extent permitted by applicable law, not bearing any restrictive legends representing the Eligible Shares to be sold, and cause such Eligible Shares to be issued in such denominations and registered in such names in accordance with the underwriting agreement prior to any sale of Eligible Shares to the underwriters;

(c) make reasonably available its employees and personnel for participation in "road shows" and other marketing efforts and otherwise provide reasonable assistance to the underwriters (taking into account the needs of the Company's businesses and the requirements of the marketing process) in the marketing of Eligible Shares in such Underwritten Offering;

(d) if at any time the information conveyed to a purchaser at the time of sale includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, promptly file with the SEC such amendments or supplements to such information as may be necessary so that the statements as so amended or supplemented will not, in light of the circumstances, be misleading;

(e) execute an underwriting agreement in customary form and reasonably acceptable to the Company; and

(f) subject to all the other provisions of this Agreement, use its reasonable best efforts to take all other steps necessary or advisable to effect the sale of such Eligible Shares contemplated hereby.

SECTION 7. Expenses. All fees and expenses (other than underwriting discounts and commissions relating to the Eligible Shares, as provided in this Section 7) incurred by the Company in complying with Section 5 and Section 6 , including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC, FINRA and if applicable, the fees and expenses of any "qualified independent underwriter," as such term is defined in FINRA Rule 5121 (or any successor provision), and of its counsel, (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including fees and disbursements of counsel for the underwriters in connection with "Blue Sky" qualifications of the Eligible Shares), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Eligible Shares in a form eligible for deposit with The Depository Trust Company and of printing prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of Eligible Shares on any securities exchange or quotation of the Eligible Shares on any inter-dealer quotation system, (vii) all applicable rating agency fees with respect to the Eligible Shares, (viii) any reasonable fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (ix) all fees and expenses of any special experts or other Persons retained by the Company in connection with any registration, (x) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (xi) all reasonable expenses related to the "road-show" for any Underwritten Offering, including all travel, meals and lodging of Company personnel or advisors to the Company (not including the underwriters and their advisors), and (xiii) any other fees and disbursements customarily paid by the issuers of securities shall, in all cases, be paid by the Company (collectively, the " **Registration Expenses** "); provided , however , that all underwriting discounts and commissions applicable to the Eligible Shares shall be borne by the Eligible Holders selling such Eligible Shares, in proportion to the number of Eligible Shares sold in the offering by each such Eligible Holder. In addition, in connection with each registration or offering made pursuant to this Agreement, the Company shall pay the reasonable fees and expenses of Equity Holders' Counsel.

SECTION 8. Exchange Registration .

(a) The Company shall, at its sole expense, file and use reasonable best efforts to effect no later than the first anniversary of the date of the closing of the initial public offering and sale of Common Stock (as contemplated by the Company's Registration Statement on Form S-1 (File No. 333-196615)), but subject to Section 8(c) below, a shelf registration statement on Form S-1 or such other form under the Securities Act then available to the Company providing for the exchange, from time to time, of all Paired Interests held by any Exchange Registration Holder for shares of Common Stock pursuant to the Exchange Agreement (the " **Exchange Registration Statement** "). Such registration pursuant to this Section 8 , including as amended, renewed or replaced as provided in Section 8(b) , is referred to herein as an " **Exchange Registration** ."

(b) The Company shall use its reasonable best efforts to keep the Exchange Registration Statement continuously effective under the Securities Act and applicable state securities laws until the date as of which no Exchange Registration Holder holds Paired Interests. The filing of the Exchange Registration Statement will not affect the inclusion of any Registrable Shares in any other registration statement hereunder. In addition, the Company shall promptly amend, renew or replace, as necessary, any Exchange Registration Statement that shall have expired or otherwise been deemed unusable and shall use its reasonable best efforts to keep such amended, renewed or replaced Exchange Registration Statement continuously effective under the Securities Act and applicable state securities laws until the date as of which no Exchange Registration Holder holds Paired Interests. For the avoidance of doubt, this Section 8 shall not provide any Exchange Registration Holder the right to request or participate in an offering under Section 2 or Section 3 or make any exchange of Paired Interests that is prohibited by the Organizational Documents or the LLC Agreement.

(c) With respect to any Exchange Registration Statement filed, or to be filed, including any amendment, renewal or replacement thereof, pursuant to this Section 8 , if the Company shall furnish to the Exchange Registration Holders a certificate signed by the Chief Executive Officer (or other authorized officer) of the Company stating that in the good faith judgment of the Executive Committee it would be detrimental to the Company or its stockholders for an Exchange Registration Statement to be filed or used in the near future, in which case the Company's obligation under Sections 8(a) and 8(b) shall be deferred for a period not to exceed one hundred and twenty (120) days (provided that the Company shall only be permitted one deferral pursuant to this Section 8(c) in any twelve-month period) and each Exchange Registration Holder shall keep confidential the fact that such a deferral is in effect, as well as the certificate referred to above and its contents, unless and until otherwise notified by the Company, except (A) for disclosure to such Exchange Registration Holder's employees, officers, directors, agents, legal counsel, accountants, auditors and other professional representatives and advisers who reasonably need to know such information solely for purposes of assisting the Exchange Registration Holder with respect to its investment in Common Stock or Units and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its subsidiaries and (D) as required by law, rule or regulation (provided that the Exchange Registration Holder gives prompt notice of such use in writing, to the extent permitted by law, rule or regulation, and reasonably cooperates with the Company should the Company, at the Company's sole expense, desire to seek a protective order or other appropriate remedy to protect the confidentiality of such confidential information prior to disclosure). The Company shall notify the Exchange Registration Holders of the expiration of any period during which it exercised its rights under this Section 8(c) .

SECTION 9. Indemnification .

(a) In connection with any registration of any Eligible Shares under the Securities Act pursuant to this Agreement, the Company and Desert Newco, jointly and severally, shall indemnify and hold harmless, to the fullest extent permitted by law, each Eligible Holder, their respective directors, managers, officers, fiduciaries, employees, stockholders,

members or general or limited partners (and the directors, managers, officers, employees and stockholders thereof), each underwriter, broker or any other Person acting on behalf of each Eligible Holder and each other Person, if any, who controls any of the foregoing Persons within the meaning of the Securities Act from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, and expenses reasonably incurred (including reasonable fees of counsel and any amounts paid in any settlement effected with the Company's consent, which consent shall not be unreasonably withheld, delayed or conditioned if such settlement is solely with respect to monetary damages) to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) and expenses arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such securities were registered under the Securities Act or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary, final or summary prospectus or any amendment or supplement thereto, together with the documents incorporated by reference therein, or any free writing prospectus utilized in connection therewith, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iii) any untrue statement or alleged untrue statement of a material fact in the information conveyed to any purchaser at the time of the sale to such purchaser, or the omission or alleged omission to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (iv) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company and relating to action required of or inaction by the Company in connection with any such registration (including any violation or alleged violation of state "blue sky" laws) or (v) any failure to register or qualify Eligible Shares in any state where the Company or its agents have affirmatively undertaken or agreed in writing that the Company (the undertaking of any underwriter being attributed to the Company) will undertake such registration or qualification on behalf of the Eligible Holders (provided that in such instance the Company shall not be so liable if it has undertaken its reasonable best efforts to so register or qualify such Eligible Shares), and shall reimburse any such indemnified party for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding as such expenses are incurred; provided , however , that the indemnity agreement contained in this Section 9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), and that the Company shall not be liable to any such indemnified party in any such case to the extent that any such loss, claim, damage, liability or action (including any legal or other expenses incurred) arises out of or is based upon an untrue statement of a material fact or allegedly untrue statement of a material fact or omission of a material fact or alleged omission of a material fact made in said registration statement, preliminary prospectus, final prospectus, amendment, supplement, free writing prospectus or document incident to registration or qualification of any Eligible Shares in reliance upon and in conformity with written information furnished to the Company by such indemnified party, any Affiliate of such indemnified party or their counsel specifically for use in the preparation thereof. This indemnity shall be in addition to any liability the Company may otherwise have. Such

indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Eligible Holder or any indemnified party and shall survive the transfer of such securities by such Eligible Holder. The Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the indemnified parties.

(b) In connection with any registration of Eligible Shares under the Securities Act pursuant to this Agreement, each holder of Eligible Shares shall severally and not jointly indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 9(a)) to the fullest extent permitted by law the Company, each director or manager of the Company, each officer of the Company who shall sign such registration statement their respective directors, officers, fiduciaries, employees, stockholders, members or general or limited partners (and the directors, officers, employees and stockholders thereof), and each Person who controls any of the foregoing Persons within the meaning of the Securities Act with respect to any untrue statement of a material fact or omission of a material fact required to be stated therein in order to make the statements therein not misleading, from such registration statement, any preliminary prospectus or final prospectus contained therein or otherwise filed with the SEC, any amendment or supplement thereto, any free writing prospectus utilized thereunder or any document incident to registration or qualification of any Eligible Shares, but only if such statement or omission was made in reliance upon and in conformity with written information furnished to the Company by such holder specifically for use in connection with the preparation of such registration statement, preliminary prospectus, final prospectus, amendment, supplement or document; provided, however, that the indemnity agreement contained in this Section 9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Eligible Holder (which consent shall not be unreasonably withheld, delayed or conditioned), and that the maximum amount of liability in respect of such indemnification shall be limited, in the case of each seller of Eligible Shares, to an amount equal to the net proceeds actually received by such seller from the sale of Eligible Shares effected pursuant to such registration giving rise to such loss, claim, damage, liability, action or expense.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding that may involve a claim referred to in the preceding paragraphs of this Section 9, such indemnified party will give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party on account of this Section 9, except to the extent the indemnifying party is materially prejudiced thereby. In case any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than

reasonable costs of investigation; provided , however , that if (i) the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within twenty (20) days after receiving notice from such indemnified party; or (ii) counsel to an indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party; or (iii) representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then in any such case the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party (but shall have the right to participate therein with counsel of its choice at its own expense) and such indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for the reasonable fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity agreement provided in this Section 9 . If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the reasonable fees and expenses of more than one counsel with respect to such claim.

(d) No indemnifying party shall, without the written consent of the indemnified party (which consent shall not be unreasonably withheld, delayed or conditioned), effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the indemnified party from all liability arising out of such action or claim, and (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or is insufficient to hold harmless an indemnified party with respect to any loss, claim, damage, liability, action or expense referred to herein, then the indemnifying party shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability, action or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the untrue or alleged untrue statements of a material fact or omissions or alleged omissions to state a material fact which resulted in such loss, claim, damage, liability, action or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated in any communications in order to make the statements therein not misleading, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty of fraudulent misrepresentation shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything in this Section 9(e) to the contrary, no Eligible Holder shall be

required to contribute any amount in excess of the proceeds (net of expenses and underwriting discounts and commissions) received by such Eligible Holder from the sale of the Registrable Shares in the offering to which the losses, claims, damages, liabilities and expenses of the indemnified parties relate less the amount of any indemnification payment made by such Eligible Holder pursuant to Section 9(b) .

SECTION 10. Underwritten Offerings . In the case of a registration pursuant to Section 2 or Section 3 hereof, if the Company is entering into a customary underwriting or similar agreement in connection therewith, all of the Eligible Shares to be included in such registration shall be subject to such underwriting agreement. To the extent required, the Eligible Holders shall enter into an underwriting or similar agreement, which agreement may contain provisions covering one or more issues addressed herein, and, in the case of any conflict with the provisions hereof, the provisions contained in such underwriting or similar agreement addressing such issue or issues shall control. In the case of an Underwritten Offering under Section 2 hereof, the price, underwriting discount and other financial terms for the Eligible Shares shall be determined by the Requesting Equity Holders or the Initiating Equity Holders, as applicable, in such Underwritten Offering.

SECTION 11. Information by Eligible Holders . Each Eligible Holder and, in the case of Section 8, Exchange Registration Holder, shall furnish to the Company such written information regarding such Eligible Holder and Exchange Registration Holder, as applicable, and the distribution proposed by the Eligible Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification or compliance referred to in this Agreement.

SECTION 12. Delay of Registration . No Eligible Holder or Exchange Registration Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

SECTION 13. Exchange Act Compliance . With a view to making available the benefits of certain rules and regulations of the SEC which may permit the sale of restricted securities to the public without registration, the Company agrees to:

(a) make and keep public information available as those terms are understood and defined in Rule 144, at all times from and after ninety (90) days following the effective date of the registration statement with respect to the IPO;

(b) use its reasonable best efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) so long as the Eligible Holders own any Registrable Shares, furnish to the Eligible Holders upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the registration statement with respect to the IPO), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a

copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as an Eligible Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing such Eligible Holder to sell any such securities without registration.

SECTION 14. Termination of Registration Rights . With respect to each Eligible Holder, the registration rights set forth in this Agreement will terminate at such time as such Eligible Holder and its successors (and its affiliates, partners and former partners) no longer hold any Eligible Shares (the " **Rights Termination Date** "); provided that, for the avoidance of doubt, if a Rights Termination Date with respect to any Eligible Holder occurs during a Holdback Period, such Eligible Holder will continue to be bound by the provisions set forth in Section 4 until the end of such Holdback Period; and provided further , that upon exercise by the Company of any postponement right hereunder, the period during which any Eligible Holder may exercise any rights provided for in this Agreement shall be extended for a period equal to the period of such postponement by the Company. Each Exchange Registration Holder's rights set forth in this Agreement will terminate at such time as such Exchange Registration Holder and its successors (and its affiliates, partners and former partners) no longer hold any Paired Interests.

SECTION 15. Successors and Assigns; Third Party Beneficiaries . This Agreement shall bind and inure to the benefit of the Company, the Equity Holders, the Exchange Registration Holders and, subject to Section 16 , the respective successors and assigns of the Company, the Equity Holders and the Exchange Registration Holders. Except for those provisions hereunder applicable to Other Shares and holders of Other Shares, with respect to which any holder of Other Shares shall be a third party beneficiary if and to the extent such holder of Other Shares has agreed to be bound by such provisions, and except for the provisions of Section 9 hereof, with respect to which any Person indemnified thereby shall be a third party beneficiary, no other third party beneficiaries are intended or shall be deemed to be created hereby.

SECTION 16. Assignment . Any Equity Holder or Exchange Registration Holder may assign its rights hereunder, in whole or in part, to any Affiliate or third party to whom such Equity Holder or Exchange Registration Holder transfers (other than in a public offering, Rule 144 sale or other anonymous transfer) Registrable Shares or Paired Interests in accordance with the Company's Organizational Documents, the LLC Agreement and the Stockholder Agreement (as defined in the LLC Agreement), as applicable (an " **Assignee** "); provided , however , that such third party shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Equity Holder or Exchange Registration Holder, as applicable, whereupon such third party shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such third party was originally included in the definition of Equity Holder or Exchange Registration Holder, as applicable, and had originally been a party hereto (including any benefits and restrictions expressly applicable to the assigning Equity Holder); provided further , that, with respect to any transfer of Registrable Shares or Paired Interests that pursuant to the Company's Organizational Documents, the LLC Agreement and the Stockholder Agreement (as defined in the LLC Agreement) requires the consent of the Company or any other Person(s), such transfer may be conditioned upon the transferee not becoming an Assignee hereunder, and such equity securities no longer being Registrable Shares hereunder.

SECTION 17. Entire Agreement . This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof, except for contracts and agreements referred to herein.

SECTION 18. Notices . All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (" e-mail") transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be delivered in person or sent by facsimile, e-mail or nationally recognized overnight courier and shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(i) If to the Company or Desert Newco, to:

c/o GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260
Attention: Nima Kelly
Matt Forkner

Facsimile: (480) 624-2546
E-mail: nima@godaddy.com
mforkner@godaddy.com
with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attn: Jeffrey D. Saper and Allison B. Spinner
Facsimile: (650) 493-6811
Email: jsaper@wsgr.com
aspinner@wsgr.com

(ii) If to the KKR Group, to:

Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, NY 10019
Attention: David Sorkin
Facsimile: (212) 750-0003
E-mail: david.sorkin@kkr.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

(iii) If to the Silver Lake Group, to:

Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Attention: Karen King
Facsimile: (650) 233-8125
Email: karen.king@silverlake.com

and to:

Silver Lake Partners
9 West 57th Street
32nd Floor
New York, NY 10019
Attention: Andy Schader
Facsimile: (212) 981-3535
Email: andy.schader@silverlake.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

(iv) If to the TCV Group, to:

Technology Crossover Ventures
528 Ramona Street
Palo Alto, CA 94301
Attention: Frederic D. Fenton
Facsimile: (650) 618-1989
E-mail: rfenton@tcv.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Stephen L. Ritchie, P.C.
Facsimile: (312) 862-2200
Email: sritchie@kirkland.com

(v) If to the Holdings Group, to:

The Go Daddy Group, Inc.
c/o YAM Management LLC
15475 N 84th St
Scottsdale, AZ 85260
Attention: Anne O'Moore
Facsimile: (480) 393-4962
E-mail: anne@yamholdings.com

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

DeCastro, West, Chodorow, Glickfeld & Nass, Inc.
Fourteenth Floor East
10960 Wilshire Boulevard
Los Angeles, CA 90024-3881
Attention: Andrew Bernknopf
Facsimile: (310) 473-0123
E-mail: abernknopf@dwclaw.com

(vi) If to the Qatalyst Group, to:

QCP Fund C LP c/o Qatalyst Group
3 Embarcadero Center, 6 th Floor
San Francisco, CA 94111
Attn: Adrian Dollard
Fax No.: adrian.dollard@qatalyst.com
accounting@qatalyst.com

(vii) If to the WSGR Group, to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attn: Jeffrey D. Saper and Allison B. Spinner
Facsimile: (650) 493-6811
Email: jsaper@wsgr.com
aspinner@wsgr.com

(viii) If to Employee Holdco or a member of Employee Holdco, to:

c/o Desert Newco Managers, LLC
14455 N. Hayden Road
Scottsdale, Arizona 85260
Attention: Nima Kelly
Matt Forkner
E-mail: nima@godaddy.com
mforkner@godaddy.com

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

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attn: Jeffrey D. Saper and Allison B. Spinner
Facsimile: (650) 493-6811
Email: jsaper@wsgr.com
aspinner@wsgr.com

(ix) If to any other Exchange Registration Holder, to the address(es) set forth in Desert Newco's Schedule of Members,

or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

SECTION 19. Severability . If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible within a reasonable period of time.

SECTION 20. Modifications; Amendments; Waivers . The terms and provisions of this Agreement may not be modified or amended, nor may any provision be waived, except pursuant to a writing signed by the Company and each of the Sponsors whose Group then holds Registrable Securities; provided that any such modification, amendment or waiver that (i) repeals, nullifies, eliminates or adversely modifies any right expressly granted to an Equity Holder individually in this Agreement (as opposed to rights granted to the Equity Holders or any group of Equity Holders generally) or (ii) adversely impacts the economic powers, rights, preferences or privileges of an Equity Holder hereunder relative to any other Equity Holder, shall, in each case, also require the written consent of such Equity Holder; provided , further that any such modification, amendment or waiver to Section 8 hereof that adversely impacts the rights of the Exchange Registration Holders shall also require the consent of holders of a majority in interest of shares of Common Stock issuable upon exchange of the Paired Interests held directly by, or by Employee Holdco on behalf of, the Exchange Registration Holders other than Employee Holdco. Each Exchange Registration Holder who is not party to this Agreement as of its original date shall automatically become party hereto upon the execution and delivery of a counterpart signature page or joinder hereto, and such execution and delivery shall not require the consent of any other party hereto and shall not be deemed to be an amendment or modification to this Agreement.

SECTION 21. Counterparts . This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 22. Headings; Exhibits . The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All exhibits and annexes attached hereto are incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 23. Governing Law . This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

SECTION 24. Waiver of Jury Trial; Consent to Jurisdiction . EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby irrevocably submits to the exclusive jurisdiction of the federal courts located in the State of Delaware or the Delaware Court of Chancery for the purpose of adjudicating any dispute arising hereunder. Each party hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court any objection to such jurisdiction, whether on the grounds of hardship, inconvenient forum or otherwise. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 18 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 24 .

SECTION 25. Mergers and Other Transactions Affecting Registrable Securities . The provisions of this Agreement shall apply to the full extent set forth herein with respect to the Registrable Securities, to any and all securities or units of the Company or Desert Newco or any successor or assign of any such person (whether by merger, amalgamation, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution of such securities, by reason of any dividend, split, issuance, reverse split, combination, recapitalization, reclassification, merger, amalgamation, consolidation or otherwise.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

THE GO DADDY GROUP, INC.

By: /s/ Bob Parsons
Name: Bob Parsons
Title: Chief Executive Officer

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

DESERT NEWCO MANAGERS, LLC
By: DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P., its general partner

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

KKR 2006 GDG BLOCKER L.P.

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

GDG CO-INVEST BLOCKER L.P.

By: GDG Co-Invest GP LLC, its general partner

By: KKR 2006 AIV GP LLC, its sole member

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P., its manager

By: KKR 2006 GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SLP GD INVESTORS, L.L.C.

By: Silver Laker Partners III DE (AIV IV), L.P., its Managing Member

By: Silver Lake Technology Associates III, L.P., its General Partner

By: SLTA III (GP), L.L.C., its General Partner

By: Silver Lake Group, L.L.C., its Managing Member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

TCV VII, L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

ANNEX I

QATALYST RELATED PARTIES

Brian Cayne

Jeffrey Chang

Katerincon Partners LLC

James Kim

Ledley Family Trust

Exhibit 10.4

STOCKHOLDER AGREEMENT

by and among

GODADDY INC.,

DESERT NEWCO, LLC

AND

THE OTHER PARTIES NAMED HEREIN

Dated as of March 31, 2015

Table of Contents

Exhibits and Annexes

Exhibit I – Company Charter
Exhibit II – Company Bylaws

Annex A – Form of Joinder Agreement

STOCKHOLDER AGREEMENT

This STOCKHOLDER AGREEMENT (as amended, supplemented or restated from time to time, this " Agreement ") is entered into as of March 31, 2015, by and among (i) GoDaddy Inc., a Delaware corporation (the " Company "), (ii) Desert Newco, LLC, a Delaware limited liability company (" Desert Newco "), (iii) KKR 2006 GDG Blocker L.P., a Delaware limited partnership (" KKR 2006 GDG "), KKR 2006 Fund (GDG) L.P., a Delaware limited partnership (" KKR 2006 Fund "), KKR Partners III, L.P., a Delaware limited partnership (" KKR Partners III "), GDG Co-Invest Blocker, L.P., a Delaware limited partnership (" GDG Co-Invest ") and OPERF Co-Investment LLC, a Delaware limited liability company (" OPERF "), (iv) SLP III Kingdom Feeder I, L.P., a Delaware limited partnership (" SLKF I "), Silver Lake Technology Investors III, L.P., a Delaware limited partnership (" SLTI III "), SLP GD Investors, L.L.C., a Delaware limited liability company (" SLP GD ") and Silver Lake Partners III, L.P., a Delaware limited partnership (" SLP III ") (v) TCV VII (A), L.P., a Cayman Islands exempted limited partnership (" TCV VII (A) "), TCV VII, L.P., a Cayman Islands exempted limited partnership (" TCV VII ") and TCV Member Fund, L.P., a Cayman Islands exempted limited partnership (" Member Fund ") and (vi) The Go Daddy Group, Inc., an Arizona corporation (" Holdings ").

RECITALS

WHEREAS , pursuant to the terms of the Reorganization Agreement (as may be amended, restated, supplemented and/or otherwise modified from time to time, the " Reorganization Agreement "), dated as of the date hereof, by and among the parties hereto and certain other persons, the parties hereto have agreed to enter into this Agreement.

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

ARTICLE I
DEFINITIONS

Section 1.1 Certain Definitions . As used in this Agreement, the following definitions shall apply:

" Affiliate " means, when used with reference to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person and, in respect of any Investor Party, any investment fund, vehicle or holding company of which such Investor Party or any Affiliate of such Investor Party serves as the general partner, managing member or discretionary manager or advisor; provided , that, other than with respect to the definition of "Covered Person" and Section 3.6(j) or Section 3.7(a) , limited partners, non-managing members or other similar direct or indirect investors in a Person (in their capacities as such) shall not be deemed to be Affiliates of such Person; provided , further , that none of the Company or its Subsidiaries shall be deemed to be an Affiliate of the Pre-IPO Stockholders.

" Aggregate Founder Ownership " means the total number of Class A Shares owned, in the aggregate and without duplication, by the Founder Parties as of the date of such calculation, determined on an As-Exchanged Basis.

" Aggregate KKR Ownership " means the total number of Class A Shares owned, in the aggregate and without duplication, by the KKR Parties as of the date of such calculation, determined on an As-Exchanged Basis.

" Aggregate SL Ownership " means the total number of Class A Shares owned, in the aggregate and without duplication, by the SL Parties as of the date of such calculation, determined on an As-Exchanged Basis.

" Aggregate Sponsor Ownership " means the total number of Class A Shares owned, in the aggregate and without duplication, by the Sponsors as of the date of such calculation, determined on an As-Exchanged Basis plus , during the Restricted Period, any Class A Shares owned by the TCV Parties on an As-Exchanged Basis.

" Aggregate TCV Ownership " means the total number of Class A Shares owned, in the aggregate and without duplication, by the TCV Parties as of the date of such calculation, determined on an As-Exchanged Basis.

" Amended LLC Agreement " means the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, dated as of the date hereof, as such agreement may be amended, supplemented or restated from time to time.

" As-Exchanged Basis " means a calculation of the Class A Shares outstanding and/or the Class A Shares owned, as applicable, assuming that all outstanding Paired Interests that are exchangeable for Class A Shares pursuant to the Exchange Agreement are so exchanged (and, for the avoidance of doubt, without giving effect to any contractual or other limitation on the conversion or exchange of such Paired Interests that may be in effect from time to time).

" Audit Committee Independent Director " means a Director who qualifies, as of the date of such Director's election or appointment to the Board and as of any other date on which the determination is being made, as an "Independent Director" under Rule 10A-3 under the Exchange Act and any corresponding requirement of Stock Exchange rules for audit committee members, as well as any other requirement of the U.S. securities laws that is then applicable to the Company, as determined by the Board.

" Board " means the board of directors of the Company.

" Business Day " means a day other than a Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

" Change in Control " means any transaction or series of related transactions (whether by merger, consolidation, recapitalization, liquidation or sale or transfer of Company Securities or assets (including equity securities of the Subsidiaries) or otherwise) as a result of which any Person or group, within the meaning of Section 13(d)(3) of the Exchange Act (other

than the Investor Parties, the Founder Parties, and their respective Affiliates, any group of which the foregoing are members and any other members of such a group), obtains ownership, directly or indirectly, of (i) Company Securities that represent more than 50% of the total voting power of the outstanding capital stock of the Company or applicable successor entity or (ii) all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis.

" Class A Common Stock " means Class A common stock, $0.001 par value per share, of the Company (or any successor of the Company by combination of shares, recapitalization, merger, consolidation or other reorganization) and any stock into which any such Class A common stock shall have been changed or any stock resulting from any reclassification of any such common stock.

" Class A Shares " means shares of Class A Common Stock.

" Class B Common Stock " means Class B common stock, $0.001 par value per share, of the Company (or any successor of the Company by combination of shares, recapitalization, merger, consolidation or other reorganization) and any stock into which any such Class B common stock shall have been changed or any stock resulting from any reclassification of any such common stock.

" Company Bylaws " means the Amended and Restated Bylaws of the Company, a copy of which is attached hereto as **Exhibit II** .

" Company Charter " means the Amended and Restated Certificate of Incorporation of the Company, a copy of which is attached hereto as **Exhibit I** .

" Company Common Stock " means all classes and series of common stock of the Company, including the Class A Common Stock and Class B Common Stock.

" Company Securities " means (i) the Company Common Stock and (ii) securities then convertible into, or exercisable or exchangeable for, Company Common Stock (including Paired Interests exchangeable for Class A Shares pursuant to the Exchange Agreement).

" Covered Person " means (i) each Pre-IPO Stockholder, in each case in his, her or its capacity as such, and each such Person's successors, heirs, estates or legal representative, (ii) any Affiliate, in his, her or its capacity as such, of each Pre-IPO Stockholder, in his, her or its capacity as such and (iii) any Affiliate, officer, director, shareholder, partner, member, employee representative or agent of any of the foregoing, in each case in clauses (i) or (ii) whether or not such Person continues to have the applicable status referred to in such clauses.

" Director " means any of the individuals elected or appointed to serve on the Board.

" Employee Holdco " means Desert Newco Managers, LLC, a Delaware limited liability company.

" Equity Securities " means, with respect to any Person, any (i) membership interests or shares of capital stock, (ii) equity, ownership, voting, profit or participation interests

or (iii) similar rights or securities in such Person or any of its Subsidiaries, or any rights to securities convertible into or exchangeable for, options or other rights to acquire from such Person or any of its Subsidiaries, or obligation on part of such Person or any of its Subsidiaries to issue, any of the foregoing.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

" Exchange Agreement " means the Exchange Agreement, dated as of the date hereof, by and among the Company, Desert Newco and the holders of Paired Interests from time to time party thereto, as such agreement may be amended, supplemented or restated from time to time.

" Founder Designee " means Holdings or any other Founder Party designated in writing to the Company as such by Holdings.

" Founder Parties " means each of the following, so long as they hold Company Securities: (i) Robert Parsons, (ii) a spouse, lineal descendant, sibling, parent or heir of Robert Parsons, (iii) an entity that is solely controlled by Robert Parsons or any of persons described in clause (ii) (or a combination thereof); provided , that Robert Parsons or any of the persons described in clause (ii) are, collectively, the sole beneficial owners of such entity, (iv) a person to whom Company Securities are transferred (A) by will or the laws of descent and distribution by a person described in clause (i) or (ii) above or (B) by gift without consideration of any kind; provided , that in the case of clause (B), such transferee is the spouse, lineal descendant, sibling, parent or heir of such person or (v) a trust that is for the exclusive benefit of a person described in any of the foregoing clauses (i), (ii) or (iv) above. For the avoidance of doubt, as of the date of this Agreement, Holdings is a Founder Party.

" Pubco Sub " means GD Subsidiary Inc., a Delaware corporation and wholly-owned subsidiary of the Company.

" Indemnity Agreement " means that certain Indemnity Agreement, dated as of December 16, 2011, by and among Desert Newco, Kohlberg Kravis Roberts & Co L.P., Silver Lake Management Company III, L.L.C., and TCV VII Management, L.L.C., and the other parties named therein, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

" Independent Director " means a Director who is, as of the date of such Director's election or appointment and as of any other date on which the determination is being made, a Stock Exchange Independent Director and an Audit Committee Independent Director.

" Investor Parties " means the Sponsors and the TCV Parties.

" IPO " means the initial public offering of Class A Common Stock.

" IPO Date " means the date on which the IPO is consummated.

" IPO Registration Statement " means the initial registration statement filed under the Securities Act of 1933, as amended, with respect to the IPO.

" KKR " means KKR Partners III or any other KKR Party designated in writing to the Company as such by KKR.

" KKR Parties " means KKR 2006 GDG, KKR 2006 Fund, KKR Partners III, GDG Co-Invest, OPERF, and any investment fund or related alternative investment vehicle managed, sponsored, controlled or advised by KKR Management, L.L.C. or any Person that controls, is controlled by or is under common control with, KKR Management, L.L.C., in each case so long as any such KKR Party (i) is managed, sponsored, controlled or advised by an investment fund affiliated with KKR Management, L.L.C. and (ii) owns Company Securities.

" Losses " means any loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, tax, expense and causes of action of any nature whatsoever.

" Necessary Action " means, with respect to a specified result, all actions necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to the Company Securities, whether at any annual or special meeting, by written consent or otherwise, (ii) causing the adoption of stockholders resolutions and amendments to organizational documents of the Company, (iii) causing members of the Board (to the extent such members were elected, nominated or designated by the Person obligated to undertake the Necessary Action) to act (subject to any applicable fiduciary duties) in a certain manner or causing them to be removed in the event they do not act in such a manner, (iv) executing agreements and instruments and (v) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

" Nominating Parties " means the Sponsors and the Founder Parties.

" Paired Interest " has the meaning given to such term in the Exchange Agreement.

" Person " means an individual, a corporation, a partnership, a limited liability company, a trust, an incorporated or unincorporated association, a joint venture, a joint stock company or any other entity or body.

" Pre-IPO Stockholders " means the Investor Parties and the Founder Parties.

" Restricted Period " means the period commencing on the IPO Date and terminating on the third anniversary of the IPO Date.

" Registration Rights Agreement " means the Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among the Company, the Pre-IPO Stockholders and the other parties named therein, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

" Shares " means shares of Class A Common Stock and shares of Class B Common Stock and any other shares of capital stock of the Company (or any successor of the Company by combination of shares, recapitalization, merger, consolidation or other reorganization).

" SL " means SLP III or any other SL Party designated in writing to the Company as such by SL.

" SL Parties " means SLKF I, SLP III, SLTI III, SLP GD and any investment fund or related alternative investment vehicle managed, sponsored, controlled or advised by Silver Lake Group, L.L.C. or any Person that controls, is controlled by or is under common control with, Silver Lake Group, L.L.C., in each case so long as any such SL Party (i) is managed, sponsored, controlled or advised by an investment fund affiliated with Silver Lake Group, L.L.C. and (ii) owns Company Securities.

" Sponsors " means the KKR Parties and the SL Parties.

" Subsidiary " means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director, manager or general partner of such partnership, limited liability company, association or other business entity.

" Stock Exchange " means the New York Stock Exchange or other national securities exchange or interdealer quotation system on which the Class A Common Stock is at any time listed or quoted.

" Stock Exchange Independent Director " means a Director who qualifies, as of the date of such Director's election or appointment to the Board (or any committee thereof) and as of any other date on which the determination is being made, as an "Independent Director" under the applicable rules of the Stock Exchange, as determined by the Board.

" Tax Receivable Agreements " means those certain Tax Receivable Agreements, dated as of on or about the date hereof, by and among the Company, on the one hand, and each of the other parties named therein, on the other hand, as such agreements may be amended, restated, supplemented and/or otherwise modified from time to time.

" TCV " means Technology Crossover Management VII, Ltd. or any other TCV Party designated in writing to the Company as such by Technology Crossover Management VII, Ltd.

" TCV Parties " means TCV VII, TCV VII (A), Member Fund, and any investment fund or related alternative investment vehicle managed, sponsored, controlled or advised by Technology Crossover Management VII, Ltd. or any Person that controls, is controlled by or is under common control with, Technology Crossover Management VII, Ltd., in each case so long as any such TCV Party (i) is managed, sponsored, controlled or advised by an investment fund affiliated with Technology Crossover Management VII, Ltd. and (ii) owns Company Securities.

" Third-Party Claim " means any (i) claim brought by a Person other than a Covered Person or the Company or any of its Subsidiaries and (ii) any derivative claim brought in the name of the Company or any of its Subsidiaries that is initiated by any Person other than a Covered Person.

" Transaction and Monitoring Fee Agreement " means that certain Transaction and Monitoring Fee Agreement, dated as of December 16, 2011, by and among the parties named therein, as amended from time to time.

" Unit " means a non-voting limited liability company interest in Desert Newco.

" Wholly Owned Subsidiary " means any Subsidiary of the Company of which all of the capital stock or other ownership interests (including any options, warrants or other securities convertible into, or exercisable or exchangeable for, equity securities), other than directors' qualifying shares, are owned by the Company and/or one or more Wholly Owned Subsidiaries.

Section 1.2 Terms Defined Elsewhere in this Agreement . Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Audit Committee	Section 2.1(d)
Company	Preamble
Compensation Committee	Section 2.1(d)
Confidential Information	Section 4.8(a)
Desert Newco	Preamble
Executive Committee	Section 2.1(d)
Founder Director	Section 2.1(b)(iii)
GDG Co-Invest	Preamble
Holdings	Preamble
Indemnified Liabilities	Section 4.12(a)
KKR 2006 Fund	Preamble
KKR 2006 GDG	Preamble
KKR Director	Section 2.1(b)(i)
KKR Partners III	Preamble

Term	Section
Member Fund	Preamble
Nominating Committee	Section 2.1(d)
OPERF	Preamble
Permitted Transaction	Section 3.6(j)
Reorganization Agreement	Recitals
Representative	Section 4.8(a)
Securities Act	Section 2.2(b)
Silver Lake Director	Section 2.1(b)(ii)
SLKF I	Preamble
SLP III	Preamble
SLP GD	Preamble
SLTI III	Preamble
TCV VII	Preamble
TCV VII(A)	Preamble
VCOC Investor	Section 3.2

Section 1.3 Interpretive Provisions . The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References in this Agreement to a number or percentage of shares, units or other equity interests shall take into account and give effect to any split, combination, dividend or recapitalization of such shares, units or other equity interests, as applicable.

ARTICLE II
CORPORATE GOVERNANCE

Section 2.1 Board of Directors .

(a) Size . On and after the IPO Date, the Board shall consist of nine Directors; provided , that the Board shall further increase the number of Independent Directors to the extent necessary to comply with applicable law and the Stock Exchange rules (including as contemplated by Section 2.1(d)(ii) below), or as otherwise agreed by the Board, subject to the rights of the Sponsors under Section 3.6(h) .

(b) Composition; Company Recommendation . Subject to Section 2.1(a) , the rights of the Nominating Parties to nominate Directors shall be as follows:

(i) So long as the Aggregate KKR Ownership continues to be (A) at least 10% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO, the KKR Parties shall be entitled to nominate two Directors and (B) less than 10% but at least 5% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO, the KKR Parties shall be entitled to nominate one Director. Each Director so nominated may be referred to as a " KKR Director ".

(ii) So long as the Aggregate SL Ownership continues to be (A) at least 10% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO, the SL Parties shall be entitled to nominate two Directors and (B) less than 10% but at least 5% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO, the SL Parties shall be entitled to nominate one Director. Each Director so nominated may be referred to as an " Silver Lake Director ".

(iii) So long as the Aggregate Founder Ownership continues to be at least 5% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO, the Founder Parties shall be entitled to nominate one Director. Such Director may be referred to as the " Founder Director ".

(iv) The Company hereby agrees (A) to include the nominees of the Nominating Parties nominated pursuant to this Section 2.1(b) as the nominees to the Board on each slate of nominees for election of the Board included in the Company's annual meeting proxy statement (or consent solicitation or similar document), (B) to recommend the election of such nominees to the stockholders of the Company and (C) without limiting the foregoing, to otherwise use its reasonable best efforts to cause such nominees to be elected to the Board, including providing at least as high a level of support for the election of such nominees as it provides to any other individual standing for election as a director.

(c) Nominations . The initial KKR Director nominees are Herald Y. Chen (whose initial term shall expire in 2018) and John I. Park (whose initial term shall expire in 2016). The initial Silver Lake Director nominees are Gregory K. Mondre (whose initial term shall expire in 2018) and Lee Wittlinger (whose initial term shall expire in 2017). The initial Founder Director nominee is Robert Parsons (whose initial term shall expire in 2018). With respect to any Director to be nominated by the Nominating Parties other than the initial Directors listed above or the then-serving KKR Directors, Silver Lake Directors or Founder Director, a Nominating Party shall nominate its Director or Directors by delivering to the Company its written statement at least 60 days prior to the one-year anniversary of the preceding annual meeting nominating its Director or Directors and setting forth such Director's or Directors' business address, telephone number, facsimile number and e-mail address; provided , that if a

Nominating Party shall fail to deliver such written notice, such Nominating Party, shall be deemed to have nominated the Director(s) previously nominated (or designated pursuant to this Section 2.1(c)) by such Nominating Party who is/are currently serving on the Board. The remaining initial Directors of the Company are Blake J. Irving, Richard H. Kimball, Elizabeth S. Rafael, and Charles J. Robel, none of whom are nominees of the Sponsors or the Founder Parties.

(d) Right to Delegate; Committees . The Company shall establish and maintain an executive committee of the Board (the " Executive Committee "), an audit committee of the Board (the " Audit Committee "), a compensation committee of the Board (the " Compensation Committee "), a nominating and governance committee of the Board (the " Nominating Committee "), and such other Board committees as the Board deems appropriate from time to time or as may be required by applicable law or the Stock Exchange rules. The committees shall have such duties and responsibilities as are customary for such committees, subject to the provisions of this Agreement.

(i) The Executive Committee shall initially consist of Herald Y. Chen, Gregory K. Mondre and Robert Parsons. The Company shall be required to maintain the Executive Committee: for so long as (A) the Company continues to be a "controlled company" within the meaning of the Stock Exchange rules, with the Investor Parties (including the TCV Parties during the Restricted Period) and Founder Parties collectively owning at least 50% of the voting power of all shares of stock of the Company entitled to vote generally in the election of Directors and (B) the KKR Parties, the SL Parties, and the Founder Parties are entitled to nominate at least one KKR Director, at least one Silver Lake Director and the Founder Director, respectively, as provided in Section 2.1 . For so long as the Company maintains the Executive Committee, it shall consist of one nominee of the KKR Parties, one nominee of the SL Parties and one nominee of the Founder Parties.

(ii) The Audit Committee shall initially consist of: Herald Y. Chen, Elizabeth S. Rafael, Charles J. Robel and Lee Wittlinger, with Mr. Robel serving as Chairman. No later than 90 days after the date of effectiveness of the IPO Registration Statement, the Audit Committee shall include one additional Independent Director. No later than the first anniversary of the effectiveness of the IPO Registration Statement, the Audit Committee shall consist of at least three Independent Directors (at least one of whom shall satisfy the "audit committee financial expert" requirements as such term is defined by Item 407(d)(5) of Regulation S-K). Subject to Section 2.1(d)(vi) , for so long as the Company maintains the Audit Committee, it shall consist of at least one KKR Director (but only if the KKR Parties are then entitled to nominate at least one KKR Director) and at least one Silver Lake Director (but only if the SL Parties are then entitled to nominate at least one Silver Lake Director).

(iii) The Compensation Committee shall initially consist of: Herald Y. Chen, Gregory K. Mondre and Robert Parsons, with Mr. Chen serving as Chairman. The Nominating Committee shall initially consist of: Herald Y. Chen, Gregory K. Mondre and Robert Parsons. Subject to Section 2.1(d)(vi) , for so long as the Company maintains the Compensation Committee and Nominating Committee, such committees shall each consist of at least one KKR Director (but only if the KKR Parties are then entitled to nominate at least one KKR Director) and at least one Silver Lake Director (but only if the SL Parties are then entitled to nominate at least one Silver Lake Director).

(iv) Subject to Section 2.1(d)(vi) , any committee of the Board not specified in Section 2.1(d)(i) , 2.1(d)(ii) or 2.1(d)(iii) shall consist of at least one KKR Director (but only if the KKR Parties are then entitled to nominate at least one KKR Director), at least one Silver Lake Director (but only if the SL Parties are then entitled to nominate at least one Silver Lake Director) and such additional members as may be determined by the Board; provided , that a special committee may exclude Directors nominated by the Sponsors if no such Director is eligible to serve on such special committee.

(v) So long as the Aggregate TCV Ownership is at least 5% of the Class A Shares outstanding on an As-Exchanged Basis, if Richard Kimball or another officer, director or employee of TCV or any of its Affiliates is then a member of the Board, the Company shall promptly deliver to Mr. Kimball or such other Board member any notice, information or other materials delivered to any committee of the Board (except in connection with any matter in which such Board member or TCV or its Affiliates has an interest adverse to the Company).

(vi) Notwithstanding the foregoing, the Board (upon the recommendation of the Nominating Committee) shall, only to the extent necessary to comply with applicable law or the Stock Exchange rules, modify the composition of any such committee to the extent required to comply with such applicable law or the Stock Exchange rules. If any vacant Director position on any committee of the Board results from a Nominating Party no longer being entitled to nominate at least one Director, then such vacant position shall be filled by the Board upon the recommendation of the Nominating Committee, in accordance with Section 2.1(f) .

(e) Removal . Directors shall serve until their resignation or removal or until their successors are nominated; provided , that if the number of Directors that a Sponsor is entitled to nominate pursuant to Section 2.1(b) is reduced by one or more Directors, then such Sponsor, shall, to the extent requested by the other Sponsor or Holdings, promptly cause such number of Directors equal to the number by which the number of Directors has been so reduced as aforesaid to resign from service on the Board (and all committees thereof) or any board or other similar governing body of any Subsidiary of the Company (and all committees thereof); provided , further , that if the Founder Parties are no longer entitled to nominate the Founder Director pursuant to Section 2.1(b) , then the Founder Parties shall, to the extent requested by either Sponsor, promptly cause such Founder Director to resign from service on the Board (and all committees thereof) or any board or other similar governing body of any Subsidiary of the Company (and all committees thereof). Each Nominating Party shall cause any Director nominated by it to resign from service on any committee of the Board, if at any time, as a result of such Director's service on such committee, such committee does not satisfy any applicable requirements of applicable law or the Stock Exchange rules for service on such committee.

(f) Vacancies . (i) If any Director previously nominated by a Nominating Party dies or is unwilling or unable to serve as such or is otherwise removed or resigns from office (other than pursuant to the provisos to the first sentence of Section 2.1(e)), then the Nominating Party whose previously nominated Director shall have been removed or

shall have resigned shall promptly nominate a successor to such Director, in accordance with this Section 2.1 ; but if none of the Nominating Parties are entitled to fill such vacant Director position(s), such vacant Director position(s) shall be filled by the Board, upon the recommendation of the Nominating Committee. (ii) If, subject to the rights of the Sponsors under Section 3.6(h) , the Board votes to increase the size of the Board (including as contemplated by Section 2.1(d)(ii)), the vacant Director position(s) created as a result of such newly created directorship(s) shall be filled by the Board, upon the recommendation of the Nominating Committee. (iii) Any other vacant Director position(s) shall be filled by the Board, or the Board shall nominate a replacement Director, in each case, upon the recommendation of the Nominating Committee, in accordance with the Company Charter. (iv) Any recommendation of the Nominating Committee shall require the approval of the members of the Nominating Committee appointed by the Sponsors, for so long as (x) the Aggregate Sponsor Ownership continues to be at least 25% of the Class A Shares outstanding on an As-Exchanged Basis immediately prior to the consummation of the IPO and (y) the Aggregate KKR Ownership or Aggregate SL Ownership continues to be at least 10% of the Class A Shares outstanding on an As-Exchanged Basis immediately following the consummation of the IPO.

(g) Subsidiaries . At the request of any Sponsor or Founder Party, the Company shall cause the members of the board of directors or other similar governing body, and committees thereof, of any "significant subsidiary" (other than Desert Newco) (as defined in Rule 1-02 of Regulation S-X under the Exchange Act) to comply with this Section 2.1 as if such subsidiary were the Company.

(h) Expense Reimbursement . The Company shall pay or reimburse the reasonable, documented out-of-pocket expenses actually incurred by the members of the Board in connection with their service on the Board (and any committee thereof) or in connection with their service on the board or other similar governing body of any Subsidiary of the Company (and any committee thereof).

Section 2.2 Voting Agreement .

(a) (i) Each Pre-IPO Stockholder (including each TCV Party but only during the Restricted Period) agrees, at any time it is then entitled to vote for the election of Directors to the Board, to take all Necessary Action, including casting all votes to which such Pre-IPO Stockholder is entitled in respect of its Company Securities, whether at any annual or special meeting, by written consent or otherwise, so as to ensure that the composition of the Board complies with (and includes all of the requisite nominees in accordance with) this Article II and to otherwise effect the intent of this Article II . (ii) Each Pre-IPO Stockholder (including each TCV Party but only during the Restricted Period) then entitled to vote for the election of any successor as a Director agrees to take all Necessary Action, including casting all votes to which such Pre-IPO Stockholder is entitled in respect of its Company Securities whether at any annual or special meeting, by written consent or otherwise, so as to ensure that any such successor determined in accordance with Section 2.1(f) is elected to the Board as promptly as practicable. (iii) Each Pre-IPO Stockholder (including each TCV Party but only during the Restricted Period) agrees that if, at any time, it is then entitled to vote for the removal of Directors, it will not vote any of its Company Securities in favor of the removal of any Director who shall have been nominated in accordance with Section 2.1 , unless (1) the Person or Persons

entitled to nominate such Director shall have consented to such removal in writing, (2) removal is compelled pursuant to Section 2.1(e) or (3) the Person or Persons entitled to nominate any Director pursuant to Section 2.1 shall request in writing the removal, with or without cause, of such Director (in which case, each such Pre-IPO Stockholder (including each TCV Party but only during the Restricted Period) shall vote its Company Securities in favor of such removal). (iv) Each Pre-IPO Stockholder (including each TCV Party during the Restricted Period) agrees not to grant, or enter into a binding agreement with respect to, any proxy to any Person in respect of its Company Securities that would prohibit such Pre-IPO Stockholder (including each TCV Party but only during the Restricted Period) from casting votes in respect of such Company Securities in accordance with this Section 2.2(a) .

(b) In the event that any Investor Party or a Founder Party transfers, directly or indirectly, any Company Securities to any Person that is not already a party to this Agreement and who is or becomes an Investor Party or a Founder Party, such transferring party shall, as a condition to any such transfer, require such transferee to enter into a Joinder Agreement in the form attached hereto as **Annex A** to become party to this Agreement and be deemed to be a "Pre-IPO Stockholder" and either a KKR Party (if the transferring party is an KKR Party), an SL Party (if the transferring party is an SL Party), a TCV Party (if the transferring party is a TCV Party) or a Founder Party (if the transferring party is a Founder Party) for all purposes herein. The preceding sentence shall not apply to a transfer of Company Securities (a) in a public offering that is registered under the Securities Act of 1933, as amended (the " Securities Act "), (b) a transfer to one or more broker-dealers or their affiliates pursuant to a firm commitment purchase agreement for an offering that is exempt from registration under the Securities Act, (c) a transfer made through the facilities of a registered securities exchange or automated inter-dealer quotation system and (d) a transfer made in compliance with the manner of sale limitations of Rule 144(f) under the Securities Act or any successor rule or provision.

(c) The Company covenants and agrees that it shall be a condition to any transfer, issuance or grant of any Company Securities or other equity securities or interests of the Company or any of its Subsidiaries to any Person that is not already a party to this Agreement and who is or becomes an Investor Party or a Founder Party that such Investor Party or Founder Party enter into a Joinder Agreement in the form attached hereto as **Annex A** to become party to this Agreement and be deemed to be a "Pre-IPO Stockholder" and, as applicable, a KKR Party, an SL Party, a TCV Party or a Founder Party for all purposes herein.

Section 2.3 Controlled Company .

(a) The Investor Parties and the Founder Parties acknowledge and agree that, (i) by virtue of this Article II , they are acting as a "group" within the meaning of the Stock Exchange rules as of the date hereof, and (ii) by virtue of the combined voting power of Company Common Stock held by the Investor Parties and the Founder Parties representing more than 50% of the total voting power of the Company Common Stock outstanding as of the date of the closing of the IPO, the Company qualifies as of the date of the closing of the IPO as a "controlled company" within the meaning of Stock Exchange rules.

(b) So long as the Company qualifies as a "controlled company" for purposes of Stock Exchange rules, the Company will elect to be a "controlled company" for

purposes of Stock Exchange rules, and will disclose in its annual meeting proxy statement that it is a "controlled company" and the basis for that determination. If the Company ceases to qualify as a "controlled company" for purposes of Stock Exchange rules, the Investor Parties, the Founder Parties and the Company will take whatever action may be reasonably necessary in relation to such party, if any, to cause the Company to comply with Stock Exchange rules as then in effect within the timeframe for compliance available under such rules.

ARTICLE III
OTHER COVENANTS AND AGREEMENTS

Section 3.1 Periodic Reporting . To the extent that none of the Company or any of its Subsidiaries is a reporting company under the Exchange Act (and none of the Company or any of its Subsidiaries otherwise files reports required to be filed by Exchange Act reporting companies), the Company will provide to each Pre-IPO Stockholder (for so long such Pre-IPO Stockholder continues to own at least 50% of the Class A Shares owned by such Pre-IPO Stockholder on an As-Exchanged Basis immediately prior to the completion of the IPO):

(a) unaudited monthly financial statements as soon as practicable, but no later than 60 days, from the end of each calendar month;

(b) unaudited quarterly financial statements as soon as practicable, but no later than 60 days from the end of each calendar quarter; and

(c) audited financial statements as soon as practicable, but no later than 120 days from the end of each fiscal year of the Company.

Section 3.2 VCOC Rights . The Company and Desert Newco each hereby agree that, with respect to each Investor Party or any Affiliate of an Investor Party that directly or indirectly has an interest in the Company, Desert Newco, or any of their respective Subsidiaries that is intended to qualify such investment as a "venture capital investment" (as defined in the U.S. Department of Labor regulation codified at 29 C.F.R. Section 2510.3-01) (each such Investor Party and Affiliate referred to as a " VCOC Investor "), without limitation on, or prejudice to, any of the other rights provided to the Investor Parties under this Agreement, the Company and Desert Newco shall, subject to each of the Company's and Desert Newco's respective reasonable restriction on the use and disclosure of such information and each of the Company's and Desert Newco's respective right to limit such disclosure to comply with applicable securities laws or their respective fiduciary duties:

(a) Provide each VCOC Investor or its designated representative with: (i) the right to visit and inspect any of the offices and properties of the Company, Desert Newco, and any of their respective Subsidiaries and inspect and copy the books and records of the Company, Desert Newco and their respective Subsidiaries, at such times as the VCOC Investor shall reasonably request but not more frequently than once per quarter; (ii) as soon as available and in any event within 90 days after the end of each quarter of each fiscal year of the Company (or 120 days for fiscal year end), consolidated balance sheets and statements of income and cash flows of the Company and its Subsidiaries for the period or year then ended, as applicable, prepared in conformity with generally accepted accounting principles in the United States

applied on a consistent basis, and with respect to each fiscal year end statement together with an auditor's report thereon of a firm of established national reputation; and (iii) any annual reports, quarterly reports and other periodic reports pursuant to Section 13 or 15(d) of the Exchange Act, actually prepared by the Company, Desert Newco or any of their respective Subsidiaries as soon as available, to the extent the Company or any of its Subsidiaries is required by law or pursuant to the terms of any outstanding indebtedness of the Company or such Subsidiary to prepare such reports.

(b) Make appropriate officers and directors of the Company, Desert Newco, and their respective Subsidiaries, available periodically and at such times as reasonably requested by the VCOC Investor for consultation with each VCOC Investor or its designated representative but not more frequently than once per quarter with respect to matters relating to the business and affairs of the Company, Desert Newco, and their respective Subsidiaries; and

(c) To the extent consistent with applicable law (and with respect to events which require public disclosure, only following public disclosure thereof through applicable securities law filings or otherwise), inform each VCOC Investor or its designated representative in advance with respect to any significant corporate actions, including, without limitation, extraordinary dividends, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the organizational documents of the Company, Desert Newco, or any of their respective Subsidiaries, and provide each VCOC Investor or its designated representative with the right to consult with the Company and its Subsidiaries with respect to such actions should the VCOC Investor elect to do so; provided , that the Company and Desert Newco shall be under no obligation to provide the VCOC Investor with material non-public information with respect to any such significant corporate action.

(d) The Company and Desert Newco each agree to consider, in good faith, the recommendations of the VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Company or Desert Newco, as the case may be. Each VCOC Investor agrees to comply with Section 4.8 as if it were a party hereto, it being agreed and understood that any VCOC Investor that is not a party hereto shall be deemed a "Representative" (within the meaning of such term as it is used and defined in Section 4.8) of the Investor Party with which such VCOC Investor is affiliated. In the event a VCOC Investor transfers all or any portion of its Company Securities to an affiliated entity (or to a direct or indirect wholly-owned conduit subsidiary of any such affiliated entity) that is intended to qualify as a venture capital operating company under the regulations issued by the Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as the same may be amended from time to time (including corresponding provisions of succeeding regulations), such affiliated entity shall be afforded the same rights with respect to the Company and its Subsidiaries afforded to the VCOC Investor hereunder and shall be treated, for such purposes, as a third party beneficiary hereunder. In the event the VCOC Investor is an Affiliate of an Investor Party as described in this Section 3.2 , such Affiliate shall be afforded the same rights with respect to the Company and Desert Newco afforded to the Investor Parties under this Section 3.2 and shall be treated, for such purposes, as a third party beneficiary hereunder.

Section 3.3 Indemnification Agreements . Except with the written consent of KKR, SL, TCV or the Founder Designee, respectively, the Company has entered into and shall at all times maintain in effect an indemnification agreement with each Director nominated by or affiliated with the Investor Parties and each Director nominated by the Founder Parties, respectively, in such form as has been previously agreed to by each of the Company and KKR, SL, TCV or the Founder Designee, respectively.

Section 3.4 Company Charter; Company Bylaws; Corporate Opportunities . (i) Except with the written consent of the Investor Parties, for so long as any Director nominated by the Investor Parties is a member of the Board, the Company Charter, as may be amended, restated, supplemented and/or otherwise modified from time to time, shall provide for a renunciation of corporate opportunities presented to the Investor Parties (and their respective Affiliates and Director nominees), and (ii) except with the written consent of the Founder Designee, for so long as the Founder Director is a member of the Board, the Company Charter, as may be amended, restated, supplemented and/or otherwise modified from time to time, shall provide for a renunciation of corporate opportunities presented to the Founder Director, in the case of each of clause (i) and clause (ii) to the maximum extent permitted by Section 122(17) of the Delaware General Corporations Law and substantially on the terms and conditions set forth in the Company Charter attached hereto as **Exhibit I** . Each Sponsor (for so long as such Sponsor is entitled to nominate at least one Director pursuant to Section 2.1), the TCV Parties during the Restricted Period and Founder Parties (for so long as they are entitled to nominate the Founder Director pursuant to Section 2.1) shall take all Necessary Action, including, to the extent necessary, voting all of its Company Securities and executing proxies or written consents, as the case may be, to ensure that the provisions in respect of corporate opportunities and director and officer indemnification, exculpation and advancement of expenses set forth in the Company Charter and the Company Bylaws in the forms set forth in **Exhibit I** and **Exhibit II** , respectively, are not amended, modified or supplemented in any manner, without the prior written consent of KKR, SL, TCV, or the Founder Designee, as applicable.

Section 3.5 Conflicting Organizational Document Provisions . The Sponsors (for so long as each Sponsor is entitled to nominate at least one Director pursuant to Section 2.1) , the TCV Parties (during the Restricted Period), and the Founder Parties (for so long as the Founder Parties are entitled to nominate the Founder Director pursuant to Section 2.1) shall vote all of their Company Securities and execute proxies or written consents, as the case may be, and shall take all Necessary Action, to ensure that the Company Charter and Company Bylaws (i) do not at any time conflict with any provision of this Agreement and (ii) permit the Investor Parties and the Founder Parties to receive the benefits to which they are entitled under this Agreement. In the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Company Charter or Company Bylaws, the terms of this Agreement shall prevail.

Section 3.6 Actions Requiring Sponsor Approval . Subject to the Company Charter, the Company Bylaws and applicable law, so long as the Aggregate Sponsor Ownership continues to be at least 25% of the aggregate number of outstanding Class A Shares on an As-Exchanged Basis immediately following the consummation of the IPO, the following actions by the Company or any of its Subsidiaries shall require the prior written consent of each Sponsor that is then entitled to nominate at least one Director pursuant to Section 2.1):

(a) Change in Control . Entering into or effecting a Change in Control.

(b) Certain Acquisitions and Dispositions . Directly or indirectly, entering into or effecting any transaction or series of related transactions involving, or entering into any agreement providing for, (i) the purchase, lease, license, exchange or other acquisition by the Company or its Subsidiaries of any assets and/or equity securities for consideration having a fair market value (as reasonably determined by the Board) in excess of $50.0 million and/or (ii) the sale, lease, license, exchange or other disposal by the Company or its Subsidiaries of any assets and/or equity securities having a fair market value or for consideration having a fair market value (in each case as reasonably determined by the Board) in excess of $50.0 million; in each case, other than transactions solely between or among the Company, Desert Newco and one or more of Desert Newco's Wholly Owned Subsidiaries.

(c) Certain Joint Ventures and Business Alliances . Directly or indirectly, entering into any joint venture or similar business alliance involving, or entering into any agreement providing for, the investment, contribution or disposition by the Company or its Subsidiaries of assets (including stock of Subsidiaries) having a fair market value (as reasonably determined by the Board) in excess of $50.0 million, other than transactions solely between or among the Company, Desert Newco and one or more of Desert Newco's Wholly Owned Subsidiaries.

(d) Certain Indebtedness . Incurring (or extending, supplementing or otherwise modifying any of the material terms of) any indebtedness (including any refinancing of existing indebtedness), assuming, guaranteeing, endorsing or otherwise as an accommodation becoming responsible for the obligations of any other Person (other than the Company or any of its Subsidiaries), or entering into (or extending, supplementing or otherwise modifying any of the material terms of) any agreement under which the Company or any Subsidiary may incur indebtedness in the future, in each case in an aggregate principal amount in excess of $50.0 million in any transaction or series of related transactions and other than a drawdown of amounts committed (including under a revolving facility) under a debt agreement that previously received the prior written consent of KKR and SL or that was entered into on or prior to the date hereof.

(e) Dissolution; Liquidation; Reorganization; Bankruptcy . Initiating a voluntary liquidation, dissolution, receivership, bankruptcy or other insolvency proceeding involving the Company, Desert Newco or any Subsidiary of that Company that is a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X under the Exchange Act.

(f) Nature of Business . (i) Making any material change in the nature of the business conducted by the Company and its Subsidiaries or (ii) in the case of the Company, do or permit Pubco Sub to do, the following: engaging in any business activity other than the direct or indirect management and ownership of Pubco Sub, Desert Newco and its Subsidiaries, or owning any assets (other than on a temporary basis) other than securities of Pubco Sub, Desert Newco and its Subsidiaries (whether directly or indirectly held) and any cash or other property or assets distributed by or otherwise received from Desert Newco, provided that this clause (ii) will not prevent the Company from taking any action (including incurring its own indebtedness) or own any asset if it determines in good faith that such actions or ownership are in the best interest of Desert Newco.

(g) Chief Executive Officer . Terminating the employment of the Chief Executive Officer of the Company or hiring a new Chief Executive Officer of the Company.

(h) Changing Size of Board . Increasing or decreasing the size of the Board.

(i) Amending Employee Holdco LLC Agreement or Executive Agreements . Amending or waiving any provision of the (1) limited liability company agreement of Employee Holdco or (2) equity and/or employment agreements, contracts, awards and/or other arrangements between the Company, any of its Subsidiaries and/or Employee Holdco on the one hand, and executive officers of the Company and/or its Subsidiaries, on the other hand, in the case of each of clause (1) and (2), as in effect on the date hereof; or liquidating, dissolving or winding up Employee Holdco, provided that the foregoing clauses (1) and (2) shall not apply in respect of any amendment or waiver insofar as it relates to the voting or disposition of Company Common Stock or securities that are or could become convertible into, or exercisable or exchangeable for, Company Common Stock.

(j) Affiliate Transactions . Transactions between the Company (or any of its controlled Affiliates) and (i) Affiliates of the Company, (ii) Pre-IPO Stockholders or Affiliates of Pre-IPO Stockholders (including Holdings) or (iii) holders of equity securities of Holdings, in each case, other than (x) transactions pursuant to which a Pre-IPO Stockholder or an Affiliate of a Pre-IPO Stockholder avails itself of rights expressly provided to such Pre-IPO Stockholder or its Affiliates (as applicable) in this Agreement or the Reorganization Agreement or any transaction or agreement contemplated thereby, as any of the same may be amended, supplemented or restated from time to time in accordance with their terms (including in this clause (x) (A) payments under the Tax Receivable Agreements or transactions between the Company and any party to such Tax Receivable Agreements with respect to the rights and obligations thereunder and (B) transactions pursuant to the Reorganization Agreement, the Registration Rights Agreement, the Exchange Agreement, the Amended LLC Agreement, the Indemnity Agreement and other indemnification rights provided by the Company or its Subsidiaries), (y) transactions with portfolio companies of a Sponsor on an arm's length basis and entered into by the Company (or its Subsidiaries or controlled Affiliates, as applicable) in the ordinary course of their business and (z) transactions between the Company or any wholly-owned Subsidiary of the Company, on the one hand, and any other wholly-owned Subsidiary of the Company, on the other hand (transactions described in clauses (x), (y) and (z), the " Permitted Transactions "). Notwithstanding the foregoing, so long as the consent rights of the Sponsors continue under this Section 3.6 , transactions between the Company (or any of its Subsidiaries or controlled Affiliates) and either of the Sponsors or their respective Affiliates (other than Permitted Transactions) will require the consent of a majority of aggregate Class A Shares held by the Founder Designee and the TCV Parties on an As-Exchanged Basis, unless the Founder Designee or a TCV Party or any of their respective Affiliates is a participant in or a party to such transaction, in which case such Person's Class A Shares shall be disregarded for purposes of such determination.

(k) Desert Newco Matters . Causing a merger, consolidation, liquidation, dissolution or winding up of Desert Newco, or creating any class of Equity Securities of Desert Newco, other than the class of Units existing upon effectiveness of the Amended LLC Agreement.

Section 3.7 Actions Requiring Founder Designee Approval . So long as the Aggregate Founder Ownership is at least 50% of the Class A Shares owned by Holdings on an As-Exchanged Basis immediately prior to the completion of the IPO, the following actions of the Company (or any of its Subsidiaries or controlled Affiliates) will require the prior written consent of the Founder Designee:

(a) Transactions between the Company (or any of its Subsidiaries or controlled Affiliates) and the Sponsors or the Sponsors' Affiliates or equityholders (other than unaffiliated limited partners in the Sponsors' respective investment funds), in each case other than Permitted Transactions;

(b) Any Change in Control in which the Sponsors or the Sponsors' Affiliates receive cash or equity consideration from the unaffiliated third party counterparty thereto (or any of such counterparty's affiliates) that the Founder Parties are not also offered on a pro rata basis based on the relative ownership of Class A Shares; and

(c) Any tax election (i) revoking Desert Newco's Section 754 election under the Code or (ii) to treat Desert Newco as other than a partnership for tax purposes.

Section 3.8 Actions Requiring TCV Approval . So long as the Aggregate TCV Ownership is at least 5% of the Class A Shares outstanding on an As-Exchanged Basis, the prior written consent of TCV will be required in respect of any redemption or other repurchase of Shares from the Sponsors, the Founder Parties or Employee Holdco, or any payment of any fee to any Sponsor or its related management company (other than fees paid pursuant to the Transaction and Monitoring Fee Agreement (but not including any modification, alteration, supplement, or amendment of the Transaction and Monitoring Fee Agreement, or any waiver by the Company or Desert Newco of any rights or obligations thereunder)), but excluding purchases of Shares from employees from time to time pursuant to compensation arrangements with such current or former employees, repurchases on the open market or pursuant to a tender or exchange offer, exchanges or repurchases pursuant to the Exchange Agreement, and (insofar as they involve a redemption or repurchase of Shares or payment of such fee) any other Permitted Transactions, and any transaction effected on a pro rata basis in respect of all Pre-IPO Stockholders in accordance with their percentage ownership interests.

Section 3.9 Transfers of Company Securities . Each of the KKR Parties, the SL Parties, the TCV Parties and Founder Parties, respectively, agrees that until the expiration of the Restricted Period (or, if earlier, the time that the KKR Parties, SL Parties, TCV Parties or the Founder Parties, as applicable, cease to own Company Securities or Units) it will not Transfer any Company Securities or Units to the extent such Transfer (if it were a Transfer of Units) would have been an Applicable Transfer (as defined in the Amended LLC Agreement) for any other member of Desert Newco, without the prior written consent of each Sponsor that is then entitled to nominate a director pursuant to Section 2.1 . The consent rights set forth in this Section 3.9 shall not apply to a Section 8.2(b) Exchange (as defined in the Amended LLC Agreement), but do apply to any Transfer of Class A Shares issued thereupon. In connection

with any Transfer consented to pursuant to this Section 3.9 or exempt from this Section 3.9 by virtue of the immediately preceding sentence, the terms of Section 8.3(b) of the Amended LLC Agreement shall apply *mutatis mutandis* with respect to the release from the restrictions of this Section 3.9 of a ratable percentage of the Company Securities owned by the non-Transferring Pre-IPO Stockholders. This Section 3.9 shall apply to any Transfer of Class A Common Stock received by the Reorganization Parties (as defined in the Reorganization Agreement) in connection with the Investor Corp Mergers (as defined in the Reorganization Agreement) but shall not apply to a Transfer by any party hereto of Company Securities obtained by such party in the IPO or in the open market or a public offering following the closing of the IPO. For purposes of this Section 3.9 , " Transfer " shall have the meaning ascribed to such term in the Amended LLC Agreement.

Section 3.10 Special Meetings . If any KKR Director or Silver Lake Director wishes to call a special meeting of the Board, the Company and (to the extent such party then has a designee on the Board) the KKR Parties, the SL Parties and the Founder Parties shall take all such action as is necessary to cause the calling of a special meeting.

Section 3.11 Acquisition of Additional Class A Shares . After the date hereof, each of the KKR Parties, the SL Parties, the TCV Parties and the Founder Parties agrees that, for so long as any such party has obligations under Article II or Section 3.9 , if such party acquires beneficial ownership (as defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) of additional Class A Shares, such party shall promptly (and in no event later than two (2) calendar days following the date of such acquisition) notify the other KKR Parties, the SL Parties, the TCV Parties and the Founder Parties, as the case may be.

ARTICLE IV
GENERAL

Section 4.1 Assignment . The rights and obligations hereunder shall not be assignable without the prior written consent of the other parties hereto; provided , however , any KKR Party, SL Party, TCV Party or Founder Party, respectively, without the consent of any other party, may assign, in whole or in part, any of its rights hereunder to any Person who is (or who contemporaneously becomes) a KKR Party, SL Party, TCV Party or Founder Party, respectively. Any attempted assignment of rights or obligations in violation of this Section 4.1 shall be null and void.

Section 4.2 Term and Effectiveness .

(a) This Agreement shall become effective on the day immediately preceding the date of the Form 8-A Effective Time, as defined in the Reorganization Agreement. This Agreement shall automatically terminate if the IPO is not consummated on or before the tenth Business Day following the date of this Agreement.

(b) (i) The provisions of Section 2.2(a) of this Agreement shall terminate as to the KKR Parties, the SL Parties or the Founder Parties when the KKR Parties, the SLP Parties, or the Founder Parties, as applicable, no longer have a right to nominate at least one Director pursuant to Section 2.1 . The provisions of Article II of this Agreement shall terminate

with respect to the TCV Parties upon the expiration of the Restricted Period or as otherwise may be agreed among the TCV Parties and each Sponsor who is then entitled to nominate at least one Director pursuant to Section 2.1 . (ii) Section 3.2 shall terminate automatically (without any action by any party hereto) when the VCOC Investors cease to beneficially own (as defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) any Company Securities. (iii) The rights and obligations set forth in Section 3.1 and Section 3.3 through Section 3.11 shall terminate as set forth in such sections. (iv) Notwithstanding anything contained herein to the contrary, this Article IV shall survive any termination of any provisions of this Agreement; provided , that the obligations of each Pre-IPO Stockholder under Section 4.8 shall terminate as set forth in such section.

(c) (i) If at any time the KKR Parties do not beneficially own at least 5% of the outstanding Shares on an As-Exchanged Basis, the KKR Parties may terminate their rights and obligations under Article II and Article III of this Agreement upon written notice to the Company, SL, TCV and the Founder Designee and the resignation or removal from the Board of all KKR Directors then serving; provided that the KKR Parties' obligations under Section 3.9 shall survive as set forth therein. (ii) If at any time the SL Parties do not beneficially own at least 5% of the outstanding Shares on an As-Exchanged Basis, the SL Parties may terminate their rights and obligations under Article II and Article III of this Agreement upon written notice to the Company, KKR, TCV and the Founder Designee and the resignation or removal from the Board of all Silver Lake Directors then serving; provided that the SL Parties' obligations under Section 3.9 shall survive as set forth therein. (iii) If at any time the Founder Parties do not beneficially own at least 5% of the outstanding Shares on an As-Exchanged Basis, the Founder Parties and Holdings may terminate their rights and obligations under Article II and Article III of this Agreement upon written notice to the Company, KKR, SL and TCV, and the resignation or removal from the Board of the Founder Director; provided that the Founder Parties' and Holdings' obligations under Section 3.9 shall survive as set forth therein. If at any time prior to the expiration of the Restricted Period, both the KKR Parties and the SL Parties have terminated their respective rights under Section 3.9 , the remaining obligations of the KKR Parties, the SL Parties, the TCV Parties and the Founder Parties under Section 3.9 shall terminate.

(d) The termination of any provision of this Agreement shall not relieve any party from any liability for the breach of its obligations under this Agreement prior to such termination.

Section 4.3 Severability . If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 4.4 Entire Agreement; Amendment .

(a) This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. This Agreement or any provision thereof may only be amended or modified, in whole or in part, at any time by an instrument in writing signed by (i) KKR on behalf of the KKR Parties, (ii) SL on behalf of the SL Parties, (iii) the Founder Designee on behalf of the Founder Parties, in the case of any amendment that by its terms substantively increases the obligations of the Founder Parties under this Agreement or repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to the Founder Parties under this Agreement, (iv) TCV on behalf of the TCV Parties, in the case of any amendment that by its terms substantively increases the obligations of the TCV Parties (including in their capacity as Investor Parties or Pre-IPO Stockholders) under this Agreement or repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to the TCV Parties under this Agreement (including in their capacity as Investor Parties or Pre-IPO Stockholders), (v) the Company, in the case of any amendment that by its terms substantively increases the obligations of the Company under this Agreement or repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to the Company under this Agreement and (vi) Desert Newco, in the case of any amendment that by its terms substantively increases the obligations of Desert Newco under this Agreement or repeals, nullifies, eliminates or adversely modifies or amends any right expressly granted to Desert Newco under this Agreement.

(b) No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is expressly made in writing and executed and delivered by the party against whom such waiver is claimed. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) No waiver of a right under this Agreement shall be effective unless such waiver is expressly made in writing and executed and delivered by the party against whom such waiver is claimed. The waiver of a right under this Agreement in a specified instance or in specified circumstances shall not operate or be construed as a waiver of such right in other instances or circumstances.

(d) Any nomination or consent right or other consent or action under this Agreement exercisable by the KKR Parties, and any waiver of a breach of, or waiver or consent to modification of, any right of the KKR Parties under this Agreement, may be exercised on their behalf by KKR; any nomination or consent right or other consent or action under this Agreement exercisable by the SL Parties, and any waiver of a breach of, or waiver or consent to modification of, any right of the SL Parties under this Agreement, may be exercised on their behalf by SL; any consent right or other consent or action under this Agreement exercisable by the TCV Parties, and any waiver of a breach of, or waiver or consent to modification of, any right of the TCV Parties under this Agreement, may be exercised on their behalf by TCV; any

nomination or consent right or other consent or action under this Agreement exercisable by the Founder Parties, and any waiver of a breach of, or waiver or consent to modification of, any right of the Founder Parties under this Agreement, may be exercised on their behalf by the Founder Designee.

Section 4.5 Counterparts . This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 4.6 Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law rules of such State that would result in the application of the laws of a jurisdiction other than the State of Delaware.

Section 4.7 Waiver of Jury Trial; Consent to Jurisdiction . EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby irrevocably submits to the exclusive jurisdiction of the federal courts located in the State of Delaware or the Delaware Court of Chancery for the purpose of adjudicating any dispute arising hereunder. Each party hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court any objection to such jurisdiction, whether on the grounds of hardship, inconvenient forum or otherwise. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 4.10 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 4.7 .

Section 4.8 Confidential Information .

(a) Any (i) information regarding any other Pre-IPO Stockholder or any of the Affiliates of such Pre-IPO Stockholder, (ii) information provided to any Pre-IPO Stockholder pursuant to inspection rights contained herein or granted by the Executive Committee or the Board, and (iii) information regarding the Company or its Subsidiaries, including their business, affairs, financial information, operating practices and methods, customers, suppliers, expansion plans, strategic plans, marketing plans, contracts and other business documents obtained by a Pre-IPO Stockholder from or on behalf of the Company (collectively, the " Confidential Information ") will be kept confidential, and will not be disclosed by such Pre-IPO Stockholder other than to its direct or indirect partners, former partners, members, shareholders, managers, directors, officers, employees, representatives, Affiliates, advisors and agents (collectively, " Representatives ") who need to know such Confidential Information for the purposes of their relationship with, or investment in, such Pre-IPO Stockholder or the Company or its Subsidiaries, and who are informed of the confidential and proprietary nature of such Confidential Information. In no event shall any Pre-IPO Stockholder or its Representatives use any Confidential Information for any purpose other than for the benefit of the Company or a purpose reasonably related to monitoring or protecting such Pre-IPO

Stockholder's investment in the Company or its Subsidiaries. A Pre-IPO Stockholder shall be responsible for any breach of the terms of this Section 4.8 by it or its Representatives, and shall take reasonably appropriate steps to safeguard Confidential Information from disclosure, misuse, espionage, loss and theft. In addition, each Pre-IPO Stockholder acknowledges that (x) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (y) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (z) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Notwithstanding the foregoing, " Confidential Information " shall not include information that: (I) is or becomes generally available to the public other than as a result of a disclosure by the Pre-IPO Stockholder or its Representatives in violation of this provision; (II) was available to the Pre-IPO Stockholder on a nonconfidential basis prior to its disclosure by the Company or its Representatives; (III) becomes available to the Pre-IPO Stockholder on a non-confidential basis from a Person other than the Company, its Subsidiaries or their respective Representatives who is not known by the Pre-IPO Stockholder to be otherwise bound by a confidentiality agreement with the Company, its Subsidiaries or any of their respective Representatives in respect of such information, or is otherwise not known by the Pre-IPO Stockholder to be under an obligation to the Company, its Subsidiaries or any of their respective Representatives not to transmit such information to the Pre-IPO Stockholder or its Representatives; or (IV) was independently developed by the Pre-IPO Stockholder without reference to or use of such information.

(b) Notwithstanding anything to the contrary in this Section 4.8 , in the event that a Pre-IPO Stockholder is requested or required to disclose any Confidential Information (i) to any governmental authority having jurisdiction over such Pre-IPO Stockholder, (ii) in response to any court order, subpoena, civil investigative demand, information request or similar process or (iii) in connection with any disclosure obligation under any applicable law (including to the appropriate governmental authorities in respect of the tax treatment or tax structure of the transactions contemplated by the Reorganization Agreement, the Tax Receivable Agreements or the Registration Rights Agreement), the Pre-IPO Stockholder may disclose such Confidential Information; provided , that such Pre-IPO Stockholder provides written notice to the Company and the other Pre-IPO Stockholders promptly after receipt of such request and prior to responding, unless such notice is prohibited by applicable law or such disclosure is to be made to a regulatory or self-regulatory authority as part of such authority's examination or inspection of the business or operations of such Pre-IPO Stockholder and such examination or inspection does not specifically reference or target the Company or any of its Subsidiaries by name, so that the Company and/or the other Pre-IPO Stockholders may seek a protective order or other appropriate remedy (and such Pre-IPO Stockholder agrees to cooperate with the Company and/or the other Pre-IPO Stockholders in connection with seeking such order or other remedy). In the event that such protective order or other remedy is not obtained, such Pre-IPO Stockholder agrees to furnish only that portion of the Confidential Information that it determines, after consultation with counsel, is legally required, and to exercise reasonable best efforts to obtain assurance that confidential treatment shall be accorded such Confidential Information. The obligations of any Pre-IPO Stockholder shall continue to apply until two years after such Person ceases to be a member of Desert Newco or a stockholder of the Company.

Section 4.9 Specific Enforcement . The parties hereto acknowledge that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 4.10 Notices . All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (" e-mail ") transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be delivered in person or sent by facsimile, e-mail or nationally recognized overnight courier and shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

If to any of the KKR Parties, addressed to it at:

c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, NY 10019
Attention: David Sorkin
Facsimile: (212) 750-0003
E-mail: david.sorkin@kkr.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

If to any of the SL Parties, addressed to it at:

c/o Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Attention: Karen King
Facsimile: (650) 233-8125
E-mail: karen.king@silverlake.com

and

c/o Silver Lake Partners
9 West 57th Street, 32nd Floor
New York, NY 10019
Attention: Andrew J. Schader
Facsimile: (212) 981-3535
E-mail: andy.schader@silverlake.com

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

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Daniel N. Webb
Facsimile: (650) 251-5002
E-mail: dwebb@stblaw.com

If to any of the TCV Parties, addressed to it at:

c/o Technology Crossover Ventures
528 Ramona Street
Palo Alto, CA 94301
Attention: Frederic D. Fenton
Facsimile: (650) 618-1989
E-mail: rfenton@tcv.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Stephen L. Ritchie, P.C.
Facsimile: (312) 862-2200
E-mail: sritchie@kirkland.com

If to the Company or Desert Newco, to:

c/o GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260
Attention: Nima Kelly
Matt Forkner
Facsimile: (480) 624-2546
Email: nima@godaddy.com
mforkner@godaddy.com

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

Wilson Sonsini Goodrich & Rosati Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attention: Jeffrey D. Saper
Allison B. Spinner
Facsimile: (650) 493-6811
E-mail: jsaper@wsgr.com
aspinner@wsgr.com

If to The Go Daddy Group, Inc., addressed to it at:

The Go Daddy Group, Inc.
c/o YAM Management LLC
15475 N 84th St
Scottsdale, AZ 85260
Attention: Anne O'Moore
Facsimile: (480) 393-4962
E-mail: anne@yamholdings.com

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

DeCastro, West, Chodorow, Glickfeld & Nass, Inc.
Fourteenth Floor East
10960 Wilshire Boulevard
Los Angeles, CA 90024-3881
Attention: Andrew Bernknopf
Facsimile: (310) 473-0123
E-mail: abernknopf@dwclaw.com

or to such other address or to such other Person as any party shall have last designated by such notice to the other parties.

Section 4.11 Binding Effect; Third Party Beneficiaries . The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except as provided in Section 3.2 , Section 4.12 and Section 4.15 , no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective permitted successors and assigns.

Section 4.12 Indemnification .

(a) To the fullest extent permitted by law, each of the Company and Desert Newco, jointly and severally, shall indemnify, hold harmless and defend each Covered Person from and against any Losses (other than for taxes based on fees or other compensation received by such Covered Person from the Company or its Subsidiaries), expenses (including

reasonable legal fees and expenses), judgments, fines and other amounts which may be imposed on, asserted against, paid in settlement, incurred or suffered by such Covered Person or any of them, as a party or otherwise, before or after the date of this Agreement (collectively, the " Indemnified Liabilities "), in connection with any threatened, pending or completed Third-Party Claim arising directly or indirectly out of or in connection with a Pre-IPO Stockholder's or their other Covered Persons' investment in, or actual, alleged or deemed control or ability to influence, the Company or any of its Subsidiaries if the Covered Person's conduct was in good faith and to the extent such Losses did not arise out of a breach by such Covered Person or its Affiliates of this Agreement or the Amended LLC Agreement; and, if the Covered Person is a director, officer or employee of the Company or Desert Newco (or an Affiliate controlled by, or a successor, heir, estate or legal representative or a director, officer or employee of the Company or Desert Newco), the Covered Person reasonably believed (or, if the Covered Person is a successor, heir, or estate of, a director, officer or employee of the Company or Desert Newco, then such director, officer or employee of the Company or Desert Newco, as applicable, reasonably believed) that his, her or its conduct was in, or not opposed to, the best interest of the Company and Desert Newco and, with respect to any criminal action or proceeding, did not have reasonable cause to believe that his or her conduct was unlawful, and did not include any transaction from which such Covered Person derived an improper personal benefit. If and to the extent that the foregoing indemnification is unavailable or unenforceable for any reason, each of the Company and Desert Newco hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The rights of any Covered Person to indemnification and contribution hereunder will be in addition to any other rights any such Person may have under any other agreement or instrument to which such Covered Person is or becomes a party or is otherwise becomes the beneficiary or under law or regulation or under the organizational documents of the Company or, any of its Subsidiaries and shall extent to such Covered Person's successors and assigns. The Company and Desert Newco shall not be liable for amounts paid in settlement of any action effected without their written consent, but if any action is settled with written consent of the Company and Desert Newco, or if there is a final judgment against a Covered Person in any such action, each of the Company and Desert Newco jointly and severally agrees to indemnify and hold harmless the Covered Person to the extent provided above from and against any Losses by reason of such settlement or judgment. In addition, the Company and Desert Newco shall not be required to indemnify a Covered Person for any disgorgement of profits made from the purchase or sale by such Covered Person of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act, or to indemnify or advance expenses to a Covered Person in any circumstance where such indemnification has been determined to be prohibited by law by a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing. Notwithstanding anything herein to the contrary, each of the Covered Persons shall be a third party beneficiary of the rights conferred to such Covered Persons in this Section 4.12 . This Section 4.12 shall survive any termination of this Agreement.

(b) To the extent provided in this Section 4.12 , the Company and Desert Newco hereby agree that they are the indemnitors of first resort (i.e., their obligations to any Covered Person under this Agreement are primary and any obligation of any Pre-IPO Stockholder (or any Affiliate thereof) to provide advancement or indemnification for the same

Losses (including all interest, assessment and other charges paid or payable in connection with or in respect of such Losses) incurred by a Covered Person are secondary), and if any Pre-IPO Stockholder (or any Affiliate thereof) pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to contract, bylaws or charter) with any Covered Person, then (i) such Pre-IPO Stockholder (or such Affiliate, as the case may be) shall be fully subrogated to all rights of the Covered Person with respect to the payments actually made and (ii) the Company shall reimburse such Pre-IPO Stockholder (or such other Affiliate) for the payments actually made. The Company and Desert Newco hereby unconditionally and irrevocably waive, relinquish and release (and covenant and agree not to exercise, and to cause each Affiliate of the Company and Desert Newco not to exercise), any claims or rights that the Company or Desert Newco may now have or hereafter acquire against any Covered Person (in any capacity) that arise from or relate to the existence, payment, performance or enforcement of the Company's or Desert Newco's obligations under this Agreement or under any indemnification obligation (whether pursuant to any other contract, any organizational document or otherwise), including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Covered Person against any Covered Person, whether such claim, remedy or right arises in equity or under contract, law or otherwise, including any right to claim, take or receive from any Covered Person, directly or indirectly, in cash or other property or by set-off or in any other manner, any payment or security or other credit support on account of such claim, remedy or right.

Section 4.13 Further Assurances . The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof.

Section 4.14 Table of Contents, Headings and Captions . The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Section 4.15 No Recourse . This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any party hereto, or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any of the foregoing shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF , each of the parties hereto has caused this Stockholder Agreement to be executed by its duly authorized officers as of the day and year first above written.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P., its general partner

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

KKR 2006 GDG BLOCKER L.P.

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

GDG CO-INVEST BLOCKER L.P.

By: GDG Co-Invest GP LLC, its general partner

By: KKR 2006 AIV GP LLC, its sole member

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P., its manager

By: KKR 2006 GP LLC, its general partner

By: /s/ William J. Janetschek

Name: William J. Janetschek
Title: Vice President

SLP GD INVESTORS, L.L.C.

By: Silver Lake Partners III DE (AIV IV), L.P., its Managing Member

By: Silver Lake Technology Associates III, L.P., its General Partner

By: Silver Lake Group, L.L.C., its Managing Member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Director

SLP III KINGDOM FEEDER I, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: James A. Davidson

SILVER LAKE TECHNOLOGY INVESTORS III, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Director

SILVER LAKE PARTNERS III, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson

Name: James A. Davidson
Title: Managing Member

TCV VII, L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV VII (A), L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

IN WITNESS WHEREOF , each of the parties hereto has caused this Stockholder Agreement to be executed by its duly authorized officers as of the day and year first above written.

THE GO DADDY GROUP, INC.

By: /s/ Robert R. Parsons

Name: Robert R. Parsons
Title: Chief Executive Officer

[Signature Page to Stockholder Agreement]

Exhibit I

[Company Charter]

Exhibit II

[Company Bylaws]

Annex A

FORM OF

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to that certain Stockholder Agreement, dated as of March 31, 2015 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the " Stockholder Agreement ") by and among (i) GoDaddy Inc., a Delaware corporation, (ii) Desert Newco, LLC, a Delaware limited liability company, (iii) KKR 2006 GDG Blocker L.P., a Delaware limited partnership, KKR 2006 Fund (GDG) L.P., a Delaware limited partnership, KKR Partners III, L.P., a Delaware limited partnership, OPERF Co-Investment LLC, a Delaware limited liability company, (iv) SLP III Kingdom Feeder I, L.P., a Delaware limited partnership, Silver Lake Technology Investors III, L.P., a Delaware limited partnership, SLP GD Investors, L.L.C., a Delaware limited liability company, Silver Lake Partners III, L.P., a Delaware limited partnership, (v) TCV VII (A), L.P., a Cayman Islands exempted limited partnership, TCV VII, L.P., a Cayman Islands exempted limited partnership, TCV Member Fund, L.P., a Cayman Islands exempted limited partnership and (vi) The Go Daddy Group, Inc., an Arizona corporation, and any other Persons who become a party thereto in accordance with the terms thereof. Capitalized terms used but not defined in this Joinder Agreement shall have the respective meanings ascribed to such terms in the Stockholder Agreement.

By executing and delivering this Joinder Agreement to the Stockholder Agreement, the undersigned hereby adopts and approves the Stockholder Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned's becoming the beneficial owner and/or transferee of Company Securities, to become a party as a Pre-IPO Stockholder and as a KKR Party (if the transferring Pre-IPO Stockholder is a KKR Party), an SL Party (if the transferring Pre-IPO Stockholder is an SL Party), a TCV Party (if the transferring Pre-IPO Stockholder is a TCV Party) or a Founder Party (if the transferring Pre-IPO Stockholder is a Founder Party) to, and to be bound by and comply with the provisions of, the Stockholder Agreement applicable to the Pre-IPO Stockholders and the KKR Parties, SL Parties, TCV Parties or the Founder Parties, as applicable, in the same manner as if the undersigned were an original signatory to the Stockholder Agreement.

The undersigned acknowledges and agrees that Article IV of the Stockholder Agreement is incorporated herein by reference, *mutatis mutandis* .

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the day of , .

(Signature of Transferee)

(Print Name of Transferee)

Address:

Telephone:
Facsimile:
Email:

AGREED AND ACCEPTED
as of the day of , .

GODADDY INC.

By:
Name:
Title:

Exhibit 10.5

TAX RECEIVABLE AGREEMENT (EXCHANGES)

among

GODADDY INC.

and

THE PERSONS NAMED HEREIN

Dated as of March 31, 2015

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TAX RECEIVABLE AGREEMENT (EXCHANGES)

This TAX RECEIVABLE AGREEMENT (EXCHANGES) (this "Agreement"), dated as of March 31, 2015, is hereby entered into by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes, the "Corporate Taxpayer") and each of the persons from time to time party hereto (the "TRA Parties").

RECITALS

WHEREAS, the TRA Parties directly or indirectly hold member interests (the "Units") in Desert Newco, LLC, a Delaware limited liability company ("Desert Newco"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of Desert Newco, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, each Feeder Corp (as the term is defined in each of the Tax Receivable Agreements (Reorganization)), each a Delaware corporation or a Delaware limited partnership, as applicable, is classified as an association taxable as a corporation for United States federal income tax purposes;

WHEREAS, pursuant to the Merger Agreements, among the Corporate Taxpayer and the parties named therein, each Feeder Corp will merge with a Subsidiary of the Corporate Taxpayer with such Feeder Corp surviving and immediately thereafter such Feeder Corp will merge with and into the Corporate Taxpayer (the "Reorganizations");

WHEREAS, as a result of the Reorganizations the Corporate Taxpayer will (i) be entitled to utilize the Pre-IPO NOLs, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Acquired Units and (iii) be entitled to Remedial Allocations in respect of the Acquired Units (as defined in each of the Tax Receivable Agreements (Reorganization));

WHEREAS, the Units held by the TRA Parties may be exchanged for cash or Class A common stock of the Corporate Taxpayer (the "Class A Shares"), subject to the provisions of the LLC Agreement and the Exchange Agreement;

WHEREAS, Desert Newco and each of its direct and indirect Subsidiaries treated as a partnership for United States federal income tax purposes currently have and will have in effect an election under Section 754 of the United States Internal Revenue Code of 1986, as amended (the "Code"), for each Taxable Year in which a taxable acquisition of Units by the Corporate Taxpayer or Desert Newco from the TRA Parties for cash or Class A Shares (an "Exchange") occurs;

WHEREAS, as a result of an Exchange the Corporate Taxpayer will, (i) obtain a Basis Adjustment with respect to the Units exchanged, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Units exchanged and (iii) be entitled to Remedial Allocations in respect of the Units exchanged;

WHEREAS, the income, gain, loss, expense, deduction and other Tax items of the Corporate Taxpayer may be affected by (i) Basis Adjustments, (ii) Pre-IPO NOLs, (iii) Original Basis Adjustments, (iv) Remedial Allocations and (v) Imputed Interest (as such terms are defined in each Tax Receivable Agreement);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Units" means the Units acquired in the Reorganizations.

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to the differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state taxes are excluded.

"Advance Payment" is defined in Section 3.1(b) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of LIBOR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Basis Adjustment" means the adjustment to the tax basis of a Reference Asset under Sections 732, 734(b) and 1012 of the Code (in situations where, as a result of one or more Exchanges, Desert Newco becomes an entity that is disregarded as separate from its owner for United States federal income tax purposes) or under Sections 734(b), 743(b) and 754 of the Code (in situations where, following an Exchange, Desert Newco remains in existence as an entity for United States federal income tax purposes) and, in each case, comparable sections of state and local tax laws, as a result of an Exchange and the payments made pursuant to this Agreement (to the extent permitted by law).

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock in the Corporate Taxpayer and (y) any TRA Party, Reorganization TRA Party or any of their Affiliates, who is, or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" is defined in the Recitals of this Agreement.

"Combined State Tax Rate" means five (5) percent.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer" is defined in the Preamble of this Agreement.

"Corporate Taxpayer Return" means the U.S. federal income Tax Return of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means a per annum rate of LIBOR plus 500 basis points.

"Desert Newco" is defined in the Recitals of this Agreement.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Dispute" has the meaning set forth in Section 7.8(a) of this Agreement.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 6.5%, compounded annually, and (ii) LIBOR plus 100 basis points.

"Employee Holdco" means Desert Newco Managers, LLC.

"Employee Holdco LLC Agreement" means the Third Amended and Restated Limited Liability Company Agreement of Employee Holdco, as amended from time to time.

"Exchange" is defined in the Recitals of this Agreement.

"Exchange Agreement" means the Exchange Agreement, dated as of March 31, 2015, among the Corporate Taxpayer, Desert Newco and the holders of Units party thereto, as amended from time to time.

"Exchange Date" means the date of any Exchange.

"Exchange Notice" shall have the meaning set forth in the Exchange Agreement.

"Exchange Registration Holder" shall have the meaning set forth in the Registration Rights Agreement.

"Exchange Schedule" is defined in Section 2.1 of this Agreement. "Expert" is defined in Section 7.9 of this Agreement.

"Feeder Corp" is defined in the Recitals of this Agreement.

"Founder Parties" has the meaning ascribed to such term in the Stockholder Agreement.

"Founder Representative" means Bob Parsons.

"Founder TRA Parties" means The Go Daddy Group, Inc., an Arizona corporation.

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions, U.S. federal income tax rate and similar practices used on the relevant Corporate Taxpayer Return, but (i) using the Non-Stepped Up Tax Basis, (ii) without taking into account any Remedial Allocations (as defined in each Tax Receivable Agreement), (iii) without taking into account the use of Pre-IPO NOLs (as defined in each Tax Receivable Agreement), if any, and (iv) excluding any deduction attributable to Imputed Interest (as defined in each Tax Receivable Agreement) for the Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments, any Pre-IPO NOLs (as defined in each Tax Receivable Agreement), the Original Basis Adjustment, any Remedial Allocations (as defined in each Tax Receivable Agreement) and any Imputed Interest (as defined in each Tax Receivable Agreement). Furthermore, the Hypothetical Tax Liability shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state income taxes are excluded.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"Investor Director" means each member of the Board designated or nominated by any of the Investor Parties or the Founder Parties, whether before or after the IPO.

"Investor Parties" has the meaning ascribed to such term in the Stockholder Agreement.

"IPO" means the initial public offering of Class A Shares by the Corporate Taxpayer.

"IPO Date" means the closing date of the IPO.

"IRS" means the United States Internal Revenue Service.

"KKR Co-Invest Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Co-Invest Reorganization).

"KKR Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Reorganization).

"KKR Representative" means KKR Partners III, L.P., a Delaware limited partnership.

"KKR TRA Parties" means KKR 2006 Fund (GDG) L.P., OPERF Co-Investment LLC and KKR Partners III, L.P.

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"LLC Agreement" means, with respect to Desert Newco, the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, as amended from time to time.

"Market Value" shall mean the closing price of the Class A Shares on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal* ; provided, that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Class A Shares on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal* ; provided, further, that if the Class A Shares are not then listed on a national securities exchange or interdealer quotation system, "Market Value" shall mean the cash consideration paid for Class A Shares, or the fair market value of the other property delivered for Class A Shares, as determined by the Board (which determination must include the consent of at least a majority of the Non-Investor Directors) in good faith.

"Material Objection Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Merger Agreement" shall have the meaning set forth in each of the Tax Receivable Agreements (Reorganization).

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Investor Director" means any member of the Board other than the Investor Directors.

"Non-Party Member" means each member of Desert Newco who is not a party hereto as of the date of this Agreement.

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset or Original Asset at any time, the Tax basis that such asset would have had at such time if (i) no Basis Adjustments had been made and (ii) there had been no Original Basis Adjustment.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Original Assets" means the assets owned by Desert Newco, or any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of the IPO. Original Assets also include any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any Original Asset.

"Original Basis Adjustment" means (i) the adjustment to the tax basis of the Original Assets as a result of the transactions pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011 and (ii) any subsequent adjustment in the tax basis of an Original Asset determined, in whole or in part, by reference to any prior Original Basis Adjustment.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-IPO NOLs" shall have the meaning set forth in each of the Tax Receivable Agreements (Reorganization).

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax

Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" has the meaning set forth in Section 7.9 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by Desert Newco, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Registration Rights Agreement" means the Amended and Restated Registration Rights Agreement, dated as of March 31, 2015, among the Corporate Taxpayer and each other party thereto, as amended from time to time.

"Remedial Allocations" means the allocations made under Section 704(c) of the Code (including "remedial items" and "offsetting remedial items") in respect of the Units acquired in the Reorganizations or through Exchanges using the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) with respect to differences between book basis and tax basis (calculated for purposes of Section 704 (c) of the Code) as of the date of the closing of the Unit Purchase. For the avoidance of doubt, Remedial Allocations include only those items allocated with respect to Units acquired in the Reorganizations or Exchanges and do not include any items allocated with respect to Units acquired by Corporate Taxpayer from Desert Newco in exchange for cash.

"Reorganizations" is defined in the Recitals of this Agreement.

"Reorganization TRA Parties" means the KKR Reorganization TRA Parties, the KKR Co-Invest Reorganization TRA Parties, the SLP Reorganization TRA Parties and the TCV Reorganization TRA Parties.

"Representatives" means the Founder Representative, the KKR Representative, the SLP Representative and the TCV Representative.

"Schedule" means any of the following: (i) an Exchange Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"SLP Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (SLP Reorganization).

"SLP Representative" means SLP GD Investors, L.L.C., a Delaware limited liability company.

"SLP TRA Parties" means SLP GD Investors, L.L.C.

"Specified TRA Party" means any Founder TRA Party, KKR TRA Party, SLP TRA Party and TCV TRA Party.

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"Stockholder Agreement" means that certain Stockholder Agreement, dated March 31, 2015, by and among the Corporate Taxpayer and each party thereto, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, Desert Newco or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the date of this Agreement to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, Desert Newco or any of their Subsidiaries pursuant to which the Corporate Taxpayer, Desert Newco or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2 of this Agreement.

"Tax Receivable Agreements" shall mean this Agreement and the Tax Receivable Agreements (Reorganization).

"Tax Receivable Agreements (Reorganization)" means the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (SLP Reorganization) and the Tax Receivable Agreement (TCV Reorganization), including any amendment thereto.

"Tax Receivable Agreement (KKR Reorganization)" means the Tax Receivable Agreement (KKR Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Co-Invest Reorganization)" means the Tax Receivable Agreement (KKR Co-Invest Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (SLP Reorganization)" means the Tax Receivable Agreement (SLP Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (TCV Reorganization)" means the Tax Receivable Agreement (TCV Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxes" means any and all United States federal taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TCV Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (TCV Reorganization).

"TCV Representative" means TCV Member Fund, L.P., a Cayman Islands exempted limited partnership.

"TCV TRA Parties" means TCV VII, L.P. and TCV Member Fund, L.P.

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit Purchase" means the purchase of units pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011.

"Units" is defined in the Recitals of this Agreement.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments, the Original Basis Adjustment, Remedial Allocations and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss or credit carryovers generated by deductions arising from Basis Adjustments, the Original Basis Adjustment, Remedial Allocations or Imputed Interest that are available as of the date of such Early Termination Date and any Pre-IPO NOLs that have not been previously utilized in determining a Tax Benefit Payment as of the date of such Early Termination Date, (2) the United States federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment (or on the fifteenth anniversary of the IPO in the case of any non-amortizable assets that is an Original Asset) in a fully taxable transaction for U.S. federal income tax purposes; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (4) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Basis Adjustment. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for each Taxable Year in which any Exchange has been effected by any TRA Party, the Corporate Taxpayer shall deliver to each TRA Party a schedule (the "Exchange Schedule") that shows, in reasonable detail necessary to perform the calculations required by this Agreement, including (i) the Non-Stepped Up Tax Basis of the Reference Assets in respect of such TRA Party as of each applicable Exchange Date, (ii) the Basis Adjustment with respect to the Reference Assets in respect of such TRA Party as a

result of the Exchanges effected in such Taxable Year by such TRA Party, calculated in the aggregate, (iii) the period (or periods) over which the Reference Assets in respect of such TRA Party are amortizable and/or depreciable, (iv) the period (or periods) over which each Basis Adjustment in respect of such TRA Party is amortizable and/or depreciable, (v) the Original Basis Adjustment with respect to Units exchanged in such Taxable Year by such TRA Party, (vi) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable, (vii) the period or periods, if any, over which the Original Basis Adjustment with respect to the Units exchanged in such Taxable Year by such TRA Party is amortizable and/or depreciable (which, for non-amortizable assets shall be based on the Valuation Assumptions in connection with an Early Termination Payment or a Change of Control) and (viii) projections of the yearly amount of Remedial Allocations over the term of this Agreement with respect to the Units exchanged in such Taxable Year by such TRA Party.

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for any Taxable Year in which any Exchange has been effected by a TRA Party or which is subsequent to any Taxable Year in which any Exchange has been effected by a TRA Party, the Corporate Taxpayer shall provide to such TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of such TRA Party for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology. The parties agree that (i) all Tax Benefit Payments and other payments under this Agreement (to the extent permitted by law and other than amounts accounted for as interest under the Code) will (A) be treated as subsequent upward purchase price adjustments that give rise to further Basis Adjustments to Reference Assets for the Corporate Taxpayer and (B) have the effect of creating additional Basis Adjustments to Reference Assets for the Corporate Taxpayer in the year of payment, and (ii) as a result, such additional Basis Adjustments will be incorporated into the current year calculation and into future year calculations, as appropriate.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to a Specified TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early

Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such Specified TRA Party schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such Specified TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such Specified TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such Specified TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time the Corporate Taxpayer delivers to a Specified TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, the Corporate Taxpayer shall deliver to such Specified TRA Party the Corporate Taxpayer Return, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Actual Tax Liability, as well as any other work papers as determined by the Corporate Taxpayer or requested by such Specified TRA Party, provided that the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received the applicable Schedule or amendment thereto unless, in the case of a Specified TRA Party, such Specified TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides the Corporate Taxpayer with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and any objecting Specified TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and such Specified TRA Party shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year, or (vi) to adjust an applicable Exchange Schedule to take into account payments made pursuant to this Agreement (any such Schedule, an "Amended Schedule"). The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (vi) of the preceding sentence.

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year an amount equal to the excess, if any, of (i) the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b) over (ii) the aggregate amount of Advance Payments previously made to such TRA Party under this Section 3.1(a) in respect of such Taxable Year. In addition, the Corporate Taxpayer may, at its sole election, make Advance Payments to the TRA Parties in respect of a Taxable Year; provided that, if the Corporate Taxpayer makes Advanced Payments, it shall make Advance Payments to all parties eligible to receive payments under all of the Tax Receivable Agreements in proportion to their respective amount of anticipated remaining payments under the applicable Tax Receivable Agreement in respect of such Taxable Year. Each such Tax Benefit Payment or such Advance Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments. Notwithstanding anything herein to the contrary, solely at the election of a TRA Party, which shall be included in the Exchange Notice for the applicable Exchange, the aggregate Tax Benefit Payments in respect of such Exchange (other than amounts accounted for as interest under the Code) shall not exceed 100% (or such other percentage specified by the TRA Party in the Exchange Notice for the applicable Exchange) of the aggregate amount of Tax Benefit Payments in respect of such Exchange that would be required to be paid by the Corporate Taxpayer applying Valuation Assumptions (1), (3) and (4), and assuming that the net aggregate United States federal income tax rates that will be in effect for each such Taxable Year will be 50%.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that is derived from any Basis Adjustment, Pre-IPO NOLs, the Original Basis Adjustment, Remedial Allocations, and any Imputed Interest that is attributable to the Units acquired by Corporate Taxpayer in the Reorganizations or an Exchange, as applicable, undertaken by or with respect to such TRA Party; provided that if Desert Newco becomes a disregarded entity for U.S. federal income tax purposes, the Net Tax Benefit in respect of the Original Basis Adjustment that is Attributable to a TRA Party shall include the Net Tax Benefit derived from the portion of the Original Basis Adjustment that corresponds to the Remedial Allocations that would have been Attributable to such TRA Party if Desert Newco had not changed its status from a partnership to a disregarded entity for U.S. federal income tax purposes. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration for the acquisition of Units in Exchanges, unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net

Realized Tax Benefit as of the end of such Taxable Year, over the sum of (i) the total amount of payments previously made under Section 3.1 (a) of this Agreement (excluding payments attributable to Interest Amounts) and (ii) the total amount of Tax Benefit Payments and Advance Payments (as such terms are defined in each of the Tax Receivable Agreements (Reorganization)) previously made under Section 3.1(a) of the applicable Tax Receivable Agreements (Reorganization) (excluding payments attributable to Interest Amounts as defined therein) ; provided, for the avoidance of doubt, that no TRA Party shall be required to return any portion of any previously made Tax Benefit Payment or Advance Payment. The "Interest Amount" in respect of a TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year , which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing the Corporate Taxpayer Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. "Advance Payments" in respect of a TRA Party for a Taxable Year means the payments made by the Corporate Taxpayer to such TRA Party as an advance of such TRA Party's anticipated Tax Benefit Payment for such Taxable Year. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments, whether paid with respect to the Units that were Exchanged (i) prior to the date of such Change of Control or (ii) on or after the date of such Change of Control, shall be calculated by utilizing Valuation Assumptions (1) and (3), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement or the Tax Receivable Agreements (Reorganization) in respect of present or future Tax attributes subject to the Tax Receivable Agreements, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of the Corporate Taxpayer's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations or Imputed Interest under the Tax Receivable Agreements (as such terms are defined in each Tax Receivable Agreement) is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for the Corporate Taxpayer shall be allocated among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) in proportion to the respective amounts of Tax Benefit Payments that would have been determined under the Tax Receivable Agreements if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation; provided, that for purposes of allocating among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) the aggregate Tax Benefit Payments payable under the Tax Receivable Agreements with respect to any

Taxable Year, the operation of this Section 3.3(a) with respect to any prior Taxable Year shall be taken into account, it being the intention of the parties to the Tax Receivable Agreements for each party eligible for payments thereunder to receive, in the aggregate, Tax Benefit Payments in proportion to the aggregate Net Tax Benefits Attributable to such party had this Section 3.3(a) never operated.

(b) After taking into account Section 3.3(a), if for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under the Tax Receivable Agreements in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Parties agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment under each of the Tax Receivable Agreements in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) To the extent the Corporate Taxpayer makes a payment to a TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to such TRA Party in respect of such Taxable Year, then (i) such TRA Party shall not receive further payments under Section 3.1(a) until such TRA Party has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of such TRA Party's foregone payments to the other TRA Parties under all of the Tax Receivable Agreements in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement or the other Tax Receivable Agreements, as applicable (in each case, taking into account Section 3.3(a) and (b) of the applicable Tax Receivable Agreement, but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to such TRA Party.

(d) The parties hereto agree that the parties to the Tax Receivable Agreements (Reorganization) are expressly made third party beneficiaries of the provisions of this Section 3.3.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) With the prior written approval of a majority of the Non-Investor Directors, the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Parties and with respect to all of the Units held by the TRA Parties at any time by paying (i) to each TRA Party the Early Termination Payment in respect of such TRA Party and (ii) to each Reorganization TRA Party the Early Termination Payment under the applicable Tax Receivable Agreements (Reorganization); provided, however, that if the Corporate Taxpayer and each of the Representatives agree, the Corporate Taxpayer may terminate this Agreement with respect to some or all of the amounts payable to less than all of

the TRA Parties under the Tax Receivable Agreements; provided, further that the Corporate Taxpayer may not terminate this Agreement pursuant to this Section 4.1(a) with respect to a Specified TRA Party unless such Specified TRA Party has Exchanged all of its Units or waived the application of this proviso; provided, further that this Agreement shall only terminate pursuant to this Section 4.1(a) with respect to a TRA Party upon the receipt of the Early Termination Payment by such TRA Party, and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under each Tax Receivable Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1 (a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement with respect to the TRA Parties that have received their Early Termination Payment in accordance with this Section 4.1(a), other than for any (a) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the applicable TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment). If an Exchange by a TRA Party occurs after the Corporate Taxpayer makes the Early Termination Payment to such TRA Party pursuant to this Section 4.1(a), the Corporate Taxpayer shall have no obligations under this Agreement with respect to such Exchange.

(b) In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach; provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, each TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing Desert Newco or any other Subsidiaries to distribute

or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that the interest provisions of Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which Desert Newco is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless, in the case of a Specified TRA Party, such Specified TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If the Corporate Taxpayer and the Specified TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the objecting Specified TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to each TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement or the Tax Receivable Agreements (Reorganization) are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Desert Newco's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and Desert Newco, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify a TRA Party of, and keep the TRA Party reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and Desert Newco by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall provide to each such TRA Party reasonable opportunity to provide information and other input to the Corporate Taxpayer, Desert Newco and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and Desert Newco shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the Corporate Taxpayer and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, AZ 85260
Email: nima@godaddy.com
mforkner@godaddy.com
Attention: Nima Kelly
Matt Forkner

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Email: jsaper@wsgr.com
aspinner@wsgr.com
Attention: Jeffrey D. Saper
Allison B. Spinner

If to the TRA Parties, to:

The address, fax number and email address set forth in the records of Desert Newco.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except to the extent provided under Section 3.3, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided, however, that (i) the Exchange Registration Holders and their respective successors and assigns are intended beneficiaries of Section 7.6 and this Section 7.3; (ii) the members of Employee Holdco and their respective successors and assigns are intended beneficiaries of Section 7.6 and this Section 7.3 and (iii) each Non-Party Member and their respective successors and assigns are intended beneficiaries of Section 7.6 and this Section 7.3, in each case, with the right to enforce such provisions against the Corporate Taxpayer as though such Exchange Registration Holders, such members of Employee Holdco and such Non-Party Members (and their respective successors and assigns) were parties hereto.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party, each Non-Party Member and each Exchange Registration Holder (including Employee Holdco to any member thereof) may assign any of its

rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder. To the extent that an Exchange Registration Holder Exchanges its interests in accordance with the LLC Agreement, the Employee Holdco LLC Agreement or the Registration Rights Agreement, as applicable, then such Exchange Registration Holder shall have the right, in connection with such Exchange, to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit A, whereupon such Exchange Registration Holder shall become a TRA Party hereunder.

(b) From and after the date hereof, each Non-Party Member shall have the right to execute and deliver a joinder to this Agreement in the form of Exhibit A, whereupon such Non-Party Member shall become a TRA Party for all purposes hereunder.

(c) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by the Corporate Taxpayer and each of the Representatives; provided that any amendment to, or waiver of, the definitions of Change of Control or Market Value, Section 4.1(a), Section 7.6(a) or this proviso to Section 7.6(c) will also require the written approval of a majority of the Non-Investor Directors. Notwithstanding anything to the contrary in this Agreement (including this Section 7.6), (i) the execution and delivery of a joinder to this Agreement pursuant to Section 7.6(a) or Section 7.6(b) shall not require the consent of the Corporate Taxpayer or any of the Representatives; (ii) any amendment to or waiver of Section 7.3, Section 7.6(a) and this Section 7.6(c)(ii) will also require the consent of the holders of a majority of the issued and outstanding equity interests held by Exchange Registration Holders (calculated by reference to Units held directly by such holders and the Units such holders' interests in Employee Holdco are exchangeable into under the terms of the Employee Holdco LLC Agreement to the extent Employee Holdco is then a holder of Units) and (iii) any amendment to or waiver of Section 7.3, Section 7.6(b) and this Section 7.6(c)(iii) will also require the consent of the holders of a majority of the issued and outstanding Units held by the Non-Party Members.

(d) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporate Taxpayer may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), the TRA Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the Corporate Taxpayer as agent of the TRA Party for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise the TRA Party of any such service of process, shall be deemed in every respect effective service of process upon the TRA Party in any such action or proceeding.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and a Specified TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, 4.2 or 6.2 within the relevant period designated in this Agreement

("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the Specified TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the Specified TRA Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the Specified TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Exchange Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the Specified TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the Specified TRA Party's position, in which case the Corporate Taxpayer shall reimburse the Specified TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the Specified TRA Party shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and the Specified TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i)

the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning Desert Newco and its Affiliates and successors or the TRA Parties, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporate Taxpayer, Desert Newco and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by the Corporate Taxpayer and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.13 LLC Agreement. This Agreement shall be treated as part of the partnership agreement of Desert Newco as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations.

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

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

[Signature Page to Continuing LLC Owner Tax Receivable Agreement]

KKR 2006 FUND (GDG) L.P.

By: KKR Associates 2006 AIV L.P., its general partner

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

OPERF CO-INVESTMENT LLC

By: KKR Associates 2006 L.P., its manager

By: KKR 2006 GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

KKR PARTNERS III, L.P.

By: KKR III GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President
Title: Authorized Signatory

SLP GD INVESTORS, L.L.C.

By: Silver Lake Partners III DE (AIV IV), L.P.,
its Managing Member

By: Silver Lake Technology Associates III, L.P.,
its General Partner

By: SLTA III (GP), L.L.C.,
its General Partner

By: Silver Lake Group, L.L.C.,
its Managing Member

By: /s/ James A Davidson
Name: James A. Davidson
Title: Managing Director

[Tax Receivable Agreement (Exchanges) signature page — SIP)

TCV VII, L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

TCV MEMBER FUND, L.P.

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton

Name: Frederic D. Fenton
Title: Authorized Signatory

[Tax Receivable Agreement (Exchanges) signature page – TCV]

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

THE GO DADDY GROUP, INC.

By: /s/ Robert R. Parsons
Name: Robert R. Parsons
Title: Chief Executive Officer

[Signature Page to Continuing LLC Owner Tax Receivable Agreement]

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

DESERT NEWCO MANAGERS, LLC
By: DESERT NEWCO, LLC

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President, General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

WS INVESTMENT COMPANY, L.L.C. (2011A)

By: /s/ Allison Spinner
Name: Allison Spinner
Title: Member

[Signature Page to Continuing LLC Owner Tax Receivable Agreement]

Exhibit A
Form of Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of , by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes (the "Corporate Taxpayer"), and ("Permitted Transferee").

WHEREAS, on , Permitted Transferee acquired (the "Acquisition") [Common Units and the corresponding shares of Class B Common Stock] [the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement with respect to Units that were previously Exchanged and are described in greater detail in Annex A to this Joinder] (collectively, "Interests" and, together with all other interests hereinafter acquired by the Permitted Transferee from Transferor, the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) or Section 7.6(b) of the Tax Receivable Agreement (Exchanges), dated as of [ ], 2015, by and among the Corporate Taxpayer and each TRA Party (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "TRA Party" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof that would mandate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for notices:

Exhibit 10.6

TAX RECEIVABLE AGREEMENT (KKR CO-INVEST REORGANIZATION)

between

GODADDY INC.,

and

GDG CO-INVEST BLOCKER L.P.

Dated as of March 31, 2015

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TAX RECEIVABLE AGREEMENT (KKR CO-INVEST REORGANIZATION)

This TAX RECEIVABLE AGREEMENT (KKR CO-INVEST REORGANIZATION) (this "Agreement"), dated as of March 31, 2015, is hereby entered into by and between GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes, the "Corporate Taxpayer"), and GDG Co-Invest Blocker L.P., a Delaware limited partnership (the "TRA Party").

RECITALS

WHEREAS, the TRA Party indirectly holds or held member interests (the "Units") in Desert Newco, LLC, a Delaware limited liability company ("Desert Newco"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of Desert Newco, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, GDG Co-Invest Blocker Sub L.P., a Delaware limited partnership (the "Feeder Corp") is classified as an association taxable as a corporation for United States federal income tax purposes;

WHEREAS, the TRA Party is the owner of the Feeder Corp;

WHEREAS, pursuant to that certain Merger Agreement, dated as of March 31, 2015, among the Corporate Taxpayer and the parties named therein (the "Merger Agreement"), the Feeder Corp will merge with a Subsidiary of the Corporate Taxpayer with the Feeder Corp surviving, and, immediately thereafter, the Feeder Corp will merge with and into the Corporate Taxpayer (the "Reorganization");

WHEREAS, as a result of the Reorganization, the Corporate Taxpayer will (i) be entitled to utilize the Pre-IPO NOLs, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Acquired Units and (iii) be entitled to Remedial Allocations in respect of the Acquired Units;

WHEREAS, the Units held by the Exchange TRA Parties may be exchanged for cash or Class A common stock of the Corporate Taxpayer (the "Class A Shares"), subject to the provisions of the LLC Agreement and the Exchange Agreement;

WHEREAS, the Other Reorganization TRA Parties will enter into agreements with the Corporate Taxpayer similar in form and substance to this Agreement;

WHEREAS, the income, gain, loss, expense, deduction and other Tax items of the Corporate Taxpayer may be affected by (i) Basis Adjustments, (ii) Pre-IPO NOLs, (iii) Original Basis Adjustments, (iv) Remedial Allocations and (v) Imputed Interest (as such terms are defined in each Tax Receivable Agreement);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Units" means the Units acquired in the Reorganizations.

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to the differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state taxes are excluded.

"Advance Payment" is defined in Section 3.1(b) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of LIBOR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Attribute Schedule" is defined in Section 2.1 of this Agreement.

"Basis Adjustments" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock in the Corporate Taxpayer and (y) any TRA Party, Exchange TRA Party, Other Reorganization TRA Party or any of their Affiliates who is, or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Combined State Tax Rate" means five (5) percent.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer" is defined in the Preamble of this Agreement.

"Corporate Taxpayer Return" means the U.S. federal income Tax Return of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means a per annum rate of LIBOR plus 500 basis points.

"Desert Newco" is defined in the Recitals of this Agreement.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Dispute" has the meaning set forth in Section 7.8(a) of this Agreement.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 6.5%, compounded annually, and (ii) LIBOR plus 100 basis points.

"Exchange" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Agreement" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Schedule" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (Exchanges).

"Expert" is defined in Section 7.9 of this Agreement.

"Feeder Corp" is defined in the Recitals of this Agreement.

"Founder Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions, U.S. federal income tax rate and similar practices used on the relevant Corporate Taxpayer Return, but (i) using the Non-Stepped Up Tax Basis, (ii) without taking into account

any Remedial Allocations (as defined in each Tax Receivable Agreement), (iii) without taking into account the use of Pre-IPO NOLs (as defined in each Tax Receivable Agreement), if any, and (iv) excluding any deduction attributable to Imputed Interest (as defined in each Tax Receivable Agreement) for the Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments, any Pre-IPO NOLs (as defined in each Tax Receivable Agreement), the Original Basis Adjustment, any Remedial Allocations (as defined in each Tax Receivable Agreement) and any Imputed Interest (as defined in each Tax Receivable Agreement). Furthermore, the Hypothetical Tax Liability shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state income taxes are excluded.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Investor Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"IPO" means the initial public offering of Class A Shares by the Corporate Taxpayer.

"IPO Date" means the closing date of the IPO.

"IRS" means the United States Internal Revenue Service.

"KKR Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Reorganization).

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"LLC Agreement" means, with respect to Desert Newco, the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, as amended from time to time.

"Market Value" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Material Objection Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Merger Agreement" is defined in the Recitals of this Agreement.

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset or Original Asset at any time, the Tax basis that such asset would have had at such time if (i) no Basis Adjustments had been made and (ii) there had been no Original Basis Adjustment.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Original Assets" means the assets owned by Desert Newco, or any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of the IPO. Original Assets also include any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any Original Asset.

"Original Basis Adjustment" means (i) the adjustment to the tax basis of the Original Assets as a result of the transactions pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011 and (ii) any subsequent adjustment in the tax basis of an Original Asset determined, in whole or in part, by reference to any prior Original Basis Adjustment.

"Other Reorganization TRA Parties" means the KKR Reorganization TRA Parties, the SLP Reorganization TRA Parties and the TCV Reorganization TRA Parties.

"Other Tax Receivable Agreements" means the Tax Receivable Agreements other than this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-IPO NOLs" means certain net operating losses, capital losses, disallowed interest expense carryforwards under Section 163(j) of the Code and credit carryforwards of the Feeder Corp relating to taxable periods ending on or prior to the IPO Date.

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax

Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" has the meaning set forth in Section 7.9 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by Desert Newco, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Remedial Allocations" means the allocations made under Section 704(c) of the Code (including "remedial items" and "offsetting remedial items") in respect of the Units acquired in the Reorganizations or through Exchanges using the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) with respect to differences between book basis and tax basis (calculated for purposes of Section 704 (c) of the Code) as of the date of the closing of the Unit Purchase. For the avoidance of doubt, Remedial Allocations include only those items allocated with respect to Units acquired in the Reorganizations or Exchanges and do not include any items allocated with respect to Units acquired by Corporate Taxpayer from Desert Newco in exchange for cash.

"Reorganization" is defined in the Recitals of this Agreement.

"Reorganizations" means collectively each Reorganization as defined in this Agreement and each of the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (SLP Reorganization) and the Tax Receivable Agreement (TCV Reorganization).

"Schedule" means any of the following: (i) the Attribute Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"SLP Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (SLP Reorganization).

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, Desert Newco or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the IPO Date to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, Desert Newco or any of their Subsidiaries pursuant to which the Corporate Taxpayer, Desert Newco or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2 of this Agreement.

"Tax Receivable Agreements" shall mean this Agreement, the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (SLP Reorganization), the Tax Receivable Agreement (TCV Reorganization) and the Tax Receivable Agreement (Exchanges).

"Tax Receivable Agreement (Exchanges)" means the Tax Receivable Agreement (Exchanges), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Reorganization)" means the Tax Receivable Agreement (KKR Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (SLP Reorganization)" means the Tax Receivable Agreement (SLP Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (TCV Reorganization)" means the Tax Receivable Agreement (TCV Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxes" means any and all United States federal taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TCV Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (TCV Reorganization).

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit Purchase" means the purchase of units pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011.

"Units" is defined in the Recitals of this Agreement.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments, the Original Basis Adjustment, Remedial Allocations and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit

Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss or credit carryovers generated by deductions arising from Basis Adjustments, the Original Basis Adjustment, Remedial Allocations or Imputed Interest that are available as of the date of such Early Termination Date and any Pre-IPO NOLs that have not been previously utilized in determining a Tax Benefit Payment as of the date of such Early Termination Date, (2) the United States federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment (or on the fifteenth anniversary of the IPO in the case of any non-amortizable assets that is an Original Asset) in a fully taxable transaction for U.S. federal income tax purposes; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (4) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Attribute Schedule. Following the IPO Date, at least 60 calendar days prior to the filing of the U.S. federal income Tax Return of the Corporate Taxpayer for the Taxable Year that includes the IPO Date, the Corporate Taxpayer shall deliver to the TRA Party a schedule (the "Attribute Schedule") that shows, in reasonable detail, the information necessary to perform the calculations required by this Agreement, including estimates of (i) the actual unadjusted tax basis of the Original Assets as of immediately prior to the IPO Date, (ii) the Original Basis Adjustment, (iii) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable, (iv) the period or periods, if any, over which the Original Basis Adjustment is amortizable and/or depreciable (which, for non-amortizable assets shall be based on the Valuation Assumptions in connection with an Early Termination Payment or a Change of Control), (v) projections of the yearly amount of Remedial Allocations over the term of this Agreement, (vi) any applicable limitations on the use of the Pre-IPO NOLs for Tax purposes (including under Section 382 of the Code).

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for any Taxable Year, the Corporate Taxpayer shall provide to the TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of the TRA Party for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations, or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to the TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such TRA Party schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time the Corporate Taxpayer delivers to a TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, the Corporate Taxpayer shall deliver to such TRA Party the Corporate Taxpayer Return, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Actual Tax Liability, as well as any other work papers as determined by the Corporate Taxpayer or requested by such TRA Party, provided that the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received the applicable Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides the Corporate Taxpayer with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and any objecting TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and such TRA Party shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the

Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, or (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "Amended Schedule"). The Attribute Schedule shall be appropriately amended by the TRA Party and the Corporate Taxpayer to the extent that, as a result of a Determination, the Corporate Taxpayer is required to calculate its Tax liability in a manner inconsistent with the Attribute Schedule. The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (v) of the first sentence of this Section 2.3(b).

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year an amount equal to the excess, if any, of (i) the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b) over (ii) the aggregate amount of Advance Payments previously made to such TRA Party under this Section 3.1(a) in respect of such Taxable Year. In addition, the Corporate Taxpayer may, at its sole election, make Advance Payments to the TRA Party in respect of a Taxable Year; provided that, if the Corporate Taxpayer makes Advanced Payments, it shall make Advance Payments to all parties eligible to receive payments under all of the Tax Receivable Agreements in proportion to their respective amount of anticipated remaining payments under the applicable Tax Receivable Agreement in respect of such Taxable Year. Each such Tax Benefit Payment or such Advance Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that is derived from any Basis Adjustment, Pre-IPO NOLs, the Original Basis Adjustment, Remedial Allocations, and any Imputed Interest that is attributable to the Units acquired by Corporate Taxpayer in the Reorganizations or an Exchange, as applicable, undertaken by or with respect to such TRA Party; provided that if Desert Newco becomes a disregarded entity for U.S. federal income tax purposes, the Net Tax Benefit in respect of the Original Basis Adjustment that is Attributable to a TRA Party shall include the Net Tax Benefit derived from the portion of the Original Basis Adjustment that corresponds to the Remedial Allocations that would have been Attributable to such TRA Party if Desert Newco had not changed its status from a partnership to a disregarded entity for U.S.

federal income tax purposes. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration in the Reorganization, unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year over the sum of (i) the total amount of payments previously made under Section 3.1(a) (excluding payments attributable to Interest Amounts) and (ii) the total amount of Tax Benefit Payments and Advance Payments (as such terms are defined in each of the Other Tax Receivable Agreements) previously made under Section 3.1(a) of the applicable Other Tax Receivable Agreement (excluding payments attributable to Interest Amounts as defined therein); provided, for the avoidance of doubt, that the TRA Party shall not be required to return any portion of any previously made Tax Benefit Payment or Advance Payment. The "Interest Amount" in respect of the TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year, which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing the Corporate Taxpayer Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. "Advance Payments" in respect of a TRA Party for a Taxable Year means the payments made by the Corporate Taxpayer to such TRA Party as an advance of such TRA Party's anticipated Tax Benefit Payment for such Taxable Year. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments shall be calculated by utilizing Valuation Assumptions (1) and (3), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement or any of the Other Tax Receivable Agreements in respect of present or future Tax attributes subject to the Tax Receivable Agreements, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of the Corporate Taxpayer's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustments, Remedial Allocations or Imputed Interest under the Tax Receivable Agreements (as such terms are defined in each Tax Receivable Agreement) is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for the Corporate Taxpayer shall be allocated among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) in proportion to the respective amounts of Tax Benefit Payments that would have been determined under the Tax Receivable Agreements if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation; provided, that for purposes of allocating among the Tax

Receivable Agreements (and among all parties eligible for payments thereunder) the aggregate Tax Benefit Payments payable under the Tax Receivable Agreements with respect to any Taxable Year, the operation of this Section 3.3(a) with respect to any prior Taxable Year shall be taken into account, it being the intention of the parties to the Tax Receivable Agreements for each party eligible for payments thereunder to receive, in the aggregate, Tax Benefit Payments in proportion to the aggregate Net Tax Benefits Attributable to such party had this Section 3.3 (a) never operated.

(b) After taking into account Section 3.3(a), if for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under the Tax Receivable Agreements in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Party agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment under each of the Tax Receivable Agreements in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) To the extent the Corporate Taxpayer makes a payment to the TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to the TRA Party in respect of such Taxable Year, then (i) the TRA Party shall not receive further payments under Section 3.1(a) until the TRA Party has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of the TRA Party's foregone payments to the other TRA Parties under all of the Tax Receivable Agreements in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement or the other Tax Receivable Agreements, as applicable (in each case, taking into account Section 3.3(a) and (b) of the applicable Tax Receivable Agreement, but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to the TRA Party.

(d) The parties hereto agree that the parties to the Other Tax Receivable Agreements are expressly made third party beneficiaries of the provisions of this Section 3.3.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) With the prior written approval of a majority of the Non-Investor Directors, the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Party at any time by paying (i) to the TRA Party the Early Termination Payment in respect of the TRA Party and (ii) to each Exchange TRA Party and Other Reorganization TRA Parties the Early Termination Payment under the applicable Other Tax Receivable Agreement; provided, however, that this Agreement shall only terminate pursuant to this Section 4.1(a) upon the receipt of the Early Termination Payment by the TRA Party,

Exchange TRA Parties and Other Reorganization TRA Parties under each of the applicable Other Tax Receivable Agreements (unless otherwise agreed by the Corporate Taxpayer and the Representatives under Section 4.1(a) of the Tax Receivable Agreement (Exchanges)), and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under each Tax Receivable Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer to the TRA Party in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement, other than for any (a) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment).

(b) In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, the TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing Desert Newco or any other Subsidiaries to distribute or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that the interest provisions of Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which Desert Newco is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless the TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If the Corporate Taxpayer and the TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the objecting TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to the TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for

borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement or the Other Tax Receivable Agreements are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Desert Newco's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and Desert Newco, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify a TRA Party of, and keep the TRA Party reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and Desert Newco by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall provide to each such TRA Party reasonable opportunity to provide information and other input to the Corporate Taxpayer, Desert Newco and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and Desert Newco shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the Corporate Taxpayer and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, AZ 85260
Email: nima@godaddy.com
mforkner@godaddy.com
Attention: Nima Kelly
Matt Forkner

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Email: jsaper@wsgr.com
aspinner@wsgr.com
Attention: Jeffrey D. Saper
Allison B. Spinner

If to the TRA Parties, to:

The address, fax number and email address set forth in the records of Desert Newco.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to

the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except to the extent provided under Section 3.3, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by each of the Corporate Taxpayer and the TRA Party; provided that any amendment to, or waiver of, the definition of Change of Control, Section 4.1(a), Section 7.6(a) or this proviso to Section 7.6(b) will also require the written approval of a majority of the Non-Investor Directors.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporate Taxpayer may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), the TRA Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the Corporate Taxpayer as agent of the TRA Party for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise the TRA Party of any such service of process, shall be deemed in every respect effective service of process upon the TRA Party in any such action or proceeding.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and a TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, 4.2 or 6.2 within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the TRA Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Attribute Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party's position, in which case the Corporate Taxpayer shall reimburse the TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the TRA Party shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and the TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning Desert Newco and its Affiliates and successors or the Members, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporate Taxpayer, Desert Newco and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right

and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by the Corporate Taxpayer and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

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

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

IN WITNESS WHEREOF, the Corporate Taxpayer and the TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: _____
Name:
Title:

GDG CO-INVEST BLOCKER L.P.

By: GDG Co-Invest GP LLC, its general partner

By: KKR 2006 ATV GP LLC, its sole member

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

[Tax Receivable Agreement (KKR Co-invest Reorganization) signature page]

Exhibit A
Form of Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of , by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes (the "Corporate Taxpayer"), and ("Permitted Transferee").

WHEREAS, on , Permitted Transferee acquired (the "Acquisition") the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement [as described in greater detail in Annex A to this Joinder] (as defined below) (the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) of the Tax Receivable Agreement ([ ] Reorganization), dated as of [ ], 2015, by and among the Corporate Taxpayer and the TRA Party (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "TRA Party" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof that would mandate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for notices:

Exhibit 10.7

TAX RECEIVABLE AGREEMENT (KKR REORGANIZATION)

between

GODADDY INC.

and

KKR 2006 GDG BLOCKER L.P.

Dated as of March 31, 2015

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TAX RECEIVABLE AGREEMENT (KKR REORGANIZATION)

This TAX RECEIVABLE AGREEMENT (KKR REORGANIZATION) (this "Agreement"), dated as of March 31, 2015, is hereby entered into by and between GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes, the "Corporate Taxpayer"), and KKR 2006 GDG Blocker L.P., a Delaware limited partnership (the "TRA Party").

RECITALS

WHEREAS, the TRA Party indirectly holds or held member interests (the "Units") in Desert Newco, LLC, a Delaware limited liability company ("Desert Newco"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of Desert Newco, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, KKR 2006 GDG Blocker Sub L.P., a Delaware limited partnership (the "Feeder Corp") is classified as an association taxable as a corporation for United States federal income tax purposes;

WHEREAS, the TRA Party is the owner of the Feeder Corp;

WHEREAS, pursuant to that certain Merger Agreement, dated as of March 31, 2015, among the Corporate Taxpayer and the parties named therein (the "Merger Agreement"), the Feeder Corp will merge with a Subsidiary of the Corporate Taxpayer with the Feeder Corp surviving, and, immediately thereafter, the Feeder Corp will merge with and into the Corporate Taxpayer (the "Reorganization");

WHEREAS, as a result of the Reorganization, the Corporate Taxpayer will (i) be entitled to utilize the Pre-IPO NOLs, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Acquired Units and (iii) be entitled to Remedial Allocations in respect of the Acquired Units;

WHEREAS, the Units held by the Exchange TRA Parties may be exchanged for cash or Class A common stock of the Corporate Taxpayer (the "Class A Shares"), subject to the provisions of the LLC Agreement and the Exchange Agreement;

WHEREAS, the Other Reorganization TRA Parties will enter into agreements with the Corporate Taxpayer similar in form and substance to this Agreement;

WHEREAS, the income, gain, loss, expense, deduction and other Tax items of the Corporate Taxpayer may be affected by (i) Basis Adjustments, (ii) Pre-IPO NOLs, (iii) Original Basis Adjustments, (iv) Remedial Allocations and (v) Imputed Interest (as such terms are defined in each Tax Receivable Agreement);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Units" means the Units acquired in the Reorganizations.

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to the differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state taxes are excluded.

"Advance Payment" is defined in Section 3.1(b) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of LIBOR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Attribute Schedule" is defined in Section 2.1 of this Agreement.

"Basis Adjustments" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock in the Corporate Taxpayer and (y) any TRA Party, Exchange TRA Party, Other Reorganization TRA Party or any of their Affiliates who is, or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Combined State Tax Rate" means five (5) percent.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer" is defined in the Preamble of this Agreement.

"Corporate Taxpayer Return" means the U.S. federal income Tax Return of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means a per annum rate of LIBOR plus 500 basis points.

"Desert Newco" is defined in the Recitals of this Agreement.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Dispute" has the meaning set forth in Section 7.8(a) of this Agreement.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 6.5%, compounded annually, and (ii) LIBOR plus 100 basis points.

"Exchange" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Agreement" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Schedule" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (Exchanges).

"Expert" is defined in Section 7.9 of this Agreement.

"Feeder Corp" is defined in the Recitals of this Agreement.

"Founder Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions, U.S. federal income tax rate and similar practices used on the relevant Corporate Taxpayer Return, but (i) using the Non-Stepped Up Tax Basis, (ii) without taking into account

any Remedial Allocations (as defined in each Tax Receivable Agreement), (iii) without taking into account the use of Pre-IPO NOLs (as defined in each Tax Receivable Agreement), if any, and (iv) excluding any deduction attributable to Imputed Interest (as defined in each Tax Receivable Agreement) for the Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments, any Pre-IPO NOLs (as defined in each Tax Receivable Agreement), the Original Basis Adjustment, any Remedial Allocations (as defined in each Tax Receivable Agreement) and any Imputed Interest (as defined in each Tax Receivable Agreement). Furthermore, the Hypothetical Tax Liability shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state income taxes are excluded.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Investor Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"IPO" means the initial public offering of Class A Shares by the Corporate Taxpayer.

"IPO Date" means the closing date of the IPO.

"IRS" means the United States Internal Revenue Service.

"KKR Co-Invest Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Co-Invest Reorganization).

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"LLC Agreement" means, with respect to Desert Newco, the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, as amended from time to time.

"Market Value" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Material Objection Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Merger Agreement" is defined in the Recitals of this Agreement.

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset or Original Asset at any time, the Tax basis that such asset would have had at such time if (i) no Basis Adjustments had been made and (ii) there had been no Original Basis Adjustment.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Original Assets" means the assets owned by Desert Newco, or any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of the IPO. Original Assets also include any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any Original Asset.

"Original Basis Adjustment" means (i) the adjustment to the tax basis of the Original Assets as a result of the transactions pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011 and (ii) any subsequent adjustment in the tax basis of an Original Asset determined, in whole or in part, by reference to any prior Original Basis Adjustment.

"Other Reorganization TRA Parties" means the KKR Co-Invest Reorganization TRA Parties, the SLP Reorganization TRA Parties and the TCV Reorganization TRA Parties.

"Other Tax Receivable Agreements" means the Tax Receivable Agreements other than this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-IPO NOLs" means certain net operating losses, capital losses, disallowed interest expense carryforwards under Section 163(j) of the Code and credit carryforwards of the Feeder Corp relating to taxable periods ending on or prior to the IPO Date.

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax

Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" has the meaning set forth in Section 7.9 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by Desert Newco, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Remedial Allocations" means the allocations made under Section 704(c) of the Code (including "remedial items" and "offsetting remedial items") in respect of the Units acquired in the Reorganizations or through Exchanges using the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) with respect to differences between book basis and tax basis (calculated for purposes of Section 704 (c) of the Code) as of the date of the closing of the Unit Purchase. For the avoidance of doubt, Remedial Allocations include only those items allocated with respect to Units acquired in the Reorganizations or Exchanges and do not include any items allocated with respect to Units acquired by Corporate Taxpayer from Desert Newco in exchange for cash.

"Reorganization" is defined in the Recitals of this Agreement.

"Reorganizations" means collectively each Reorganization as defined in this Agreement and each of the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (SLP Reorganization) and the Tax Receivable Agreement (TCV Reorganization).

"Schedule" means any of the following: (i) the Attribute Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"SLP Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (SLP Reorganization).

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, Desert Newco or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the IPO Date to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, Desert Newco or any of their Subsidiaries pursuant to which the Corporate Taxpayer, Desert Newco or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2 of this Agreement.

"Tax Receivable Agreements" shall mean this Agreement, the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (SLP Reorganization), the Tax Receivable Agreement (TCV Reorganization) and the Tax Receivable Agreement (Exchanges).

"Tax Receivable Agreement (Exchanges)" means the Tax Receivable Agreement (Exchanges), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Co-Invest Reorganization)" means the Tax Receivable Agreement (KKR Co-Invest Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (SLP Reorganization)" means the Tax Receivable Agreement (SLP Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (TCV Reorganization)" means the Tax Receivable Agreement (TCV Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxes" means any and all United States federal taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TCV Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (TCV Reorganization).

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit Purchase" means the purchase of units pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011.

"Units" is defined in the Recitals of this Agreement.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments, the Original Basis Adjustment, Remedial Allocations and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit

Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss or credit carryovers generated by deductions arising from Basis Adjustments, the Original Basis Adjustment, Remedial Allocations or Imputed Interest that are available as of the date of such Early Termination Date and any Pre-IPO NOLs that have not been previously utilized in determining a Tax Benefit Payment as of the date of such Early Termination Date, (2) the United States federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment (or on the fifteenth anniversary of the IPO in the case of any non-amortizable assets that is an Original Asset) in a fully taxable transaction for U.S. federal income tax purposes; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (4) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Attribute Schedule. Following the IPO Date, at least 60 calendar days prior to the filing of the U.S. federal income Tax Return of the Corporate Taxpayer for the Taxable Year that includes the IPO Date, the Corporate Taxpayer shall deliver to the TRA Party a schedule (the "Attribute Schedule") that shows, in reasonable detail, the information necessary to perform the calculations required by this Agreement, including estimates of (i) the actual unadjusted tax basis of the Original Assets as of immediately prior to the IPO Date, (ii) the Original Basis Adjustment, (iii) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable, (iv) the period or periods, if any, over which the Original Basis Adjustment is amortizable and/or depreciable (which, for non-amortizable assets shall be based on the Valuation Assumptions in connection with an Early Termination Payment or a Change of Control), (v) projections of the yearly amount of Remedial Allocations over the term of this Agreement, (vi) any applicable limitations on the use of the Pre-IPO NOLs for Tax purposes (including under Section 382 of the Code).

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for any Taxable Year, the Corporate Taxpayer shall provide to the TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of the TRA Party for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations, or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to the TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such TRA Party schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time the Corporate Taxpayer delivers to a TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, the Corporate Taxpayer shall deliver to such TRA Party the Corporate Taxpayer Return, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Actual Tax Liability, as well as any other work papers as determined by the Corporate Taxpayer or requested by such TRA Party, provided that the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received the applicable Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides the Corporate Taxpayer with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and any objecting TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and such TRA Party shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the

Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, or (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "Amended Schedule"). The Attribute Schedule shall be appropriately amended by the TRA Party and the Corporate Taxpayer to the extent that, as a result of a Determination, the Corporate Taxpayer is required to calculate its Tax liability in a manner inconsistent with the Attribute Schedule. The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (v) of the first sentence of this Section 2.3(b).

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year an amount equal to the excess, if any, of (i) the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b) over (ii) the aggregate amount of Advance Payments previously made to such TRA Party under this Section 3.1(a) in respect of such Taxable Year. In addition, the Corporate Taxpayer may, at its sole election, make Advance Payments to the TRA Party in respect of a Taxable Year; provided that, if the Corporate Taxpayer makes Advanced Payments, it shall make Advance Payments to all parties eligible to receive payments under all of the Tax Receivable Agreements in proportion to their respective amount of anticipated remaining payments under the applicable Tax Receivable Agreement in respect of such Taxable Year. Each such Tax Benefit Payment or such Advance Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that is derived from any Basis Adjustment, Pre-IPO NOLs, the Original Basis Adjustment, Remedial Allocations, and any Imputed Interest that is attributable to the Units acquired by Corporate Taxpayer in the Reorganizations or an Exchange, as applicable, undertaken by or with respect to such TRA Party; provided that if Desert Newco becomes a disregarded entity for U.S. federal income tax purposes, the Net Tax Benefit in respect of the Original Basis Adjustment that is Attributable to a TRA Party shall include the Net Tax Benefit derived from the portion of the Original Basis Adjustment that corresponds to the Remedial Allocations that would have been Attributable to such TRA Party if Desert Newco had not changed its status from a partnership to a disregarded entity for U.S.

federal income tax purposes. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration in the Reorganization, unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year over the sum of (i) the total amount of payments previously made under Section 3.1(a) (excluding payments attributable to Interest Amounts) and (ii) the total amount of Tax Benefit Payments and Advance Payments (as such terms are defined in each of the Other Tax Receivable Agreements) previously made under Section 3.1(a) of the applicable Other Tax Receivable Agreement (excluding payments attributable to Interest Amounts as defined therein); provided, for the avoidance of doubt, that the TRA Party shall not be required to return any portion of any previously made Tax Benefit Payment or Advance Payment. The "Interest Amount" in respect of the TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year, which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing the Corporate Taxpayer Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. "Advance Payments" in respect of a TRA Party for a Taxable Year means the payments made by the Corporate Taxpayer to such TRA Party as an advance of such TRA Party's anticipated Tax Benefit Payment for such Taxable Year. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments shall be calculated by utilizing Valuation Assumptions (1) and (3), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement or any of the Other Tax Receivable Agreements in respect of present or future Tax attributes subject to the Tax Receivable Agreements, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of the Corporate Taxpayer's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustments, Remedial Allocations or Imputed Interest under the Tax Receivable Agreements (as such terms are defined in each Tax Receivable Agreement) is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for the Corporate Taxpayer shall be allocated among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) in proportion to the respective amounts of Tax Benefit Payments that would have been determined under the Tax Receivable Agreements if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation; provided, that for purposes of allocating among the Tax

Receivable Agreements (and among all parties eligible for payments thereunder) the aggregate Tax Benefit Payments payable under the Tax Receivable Agreements with respect to any Taxable Year, the operation of this Section 3.3(a) with respect to any prior Taxable Year shall be taken into account, it being the intention of the parties to the Tax Receivable Agreements for each party eligible for payments thereunder to receive, in the aggregate, Tax Benefit Payments in proportion to the aggregate Net Tax Benefits Attributable to such party had this Section 3.3 (a) never operated.

(b) After taking into account Section 3.3(a), if for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under the Tax Receivable Agreements in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Party agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment under each of the Tax Receivable Agreements in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) To the extent the Corporate Taxpayer makes a payment to the TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to the TRA Party in respect of such Taxable Year, then (i) the TRA Party shall not receive further payments under Section 3.1(a) until the TRA Party has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of the TRA Party's foregone payments to the other TRA Parties under all of the Tax Receivable Agreements in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement or the other Tax Receivable Agreements, as applicable (in each case, taking into account Section 3.3(a) and (b) of the applicable Tax Receivable Agreement, but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to the TRA Party.

(d) The parties hereto agree that the parties to the Other Tax Receivable Agreements are expressly made third party beneficiaries of the provisions of this Section 3.3.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) With the prior written approval of a majority of the Non-Investor Directors, the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Party at any time by paying (i) to the TRA Party the Early Termination Payment in respect of the TRA Party and (ii) to each Exchange TRA Party and Other Reorganization TRA Parties the Early Termination Payment under the applicable Other Tax Receivable Agreement; provided, however, that this Agreement shall only terminate pursuant to this Section 4.1(a) upon the receipt of the Early Termination Payment by the TRA Party,

Exchange TRA Parties and Other Reorganization TRA Parties under each of the applicable Other Tax Receivable Agreements (unless otherwise agreed by the Corporate Taxpayer and the Representatives under Section 4.1(a) of the Tax Receivable Agreement (Exchanges)), and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under each Tax Receivable Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer to the TRA Party in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement, other than for any (a) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment).

(b) In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, the TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing Desert Newco or any other Subsidiaries to distribute or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that the interest provisions of Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which Desert Newco is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless the TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If the Corporate Taxpayer and the TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the objecting TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to the TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for

borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement or the Other Tax Receivable Agreements are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Desert Newco's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and Desert Newco, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify a TRA Party of, and keep the TRA Party reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and Desert Newco by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall provide to each such TRA Party reasonable opportunity to provide information and other input to the Corporate Taxpayer, Desert Newco and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and Desert Newco shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the Corporate Taxpayer and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, AZ 85260
Email: nima@godaddy.com
mforkner@godaddy.com
Attention: Nima Kelly
Matt Forkner

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Email: jsaper@wsgr.com
aspinner@wsgr.com
Attention: Jeffrey D. Saper
Allison B. Spinner

If to the TRA Parties, to:

The address, fax number and email address set forth in the records of Desert Newco.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to

the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except to the extent provided under Section 3.3, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by each of the Corporate Taxpayer and the TRA Party; provided that any amendment to, or waiver of, the definition of Change of Control, Section 4.1(a), Section 7.6(a) or this proviso to Section 7.6(b) will also require the written approval of a majority of the Non-Investor Directors.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporate Taxpayer may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), the TRA Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the Corporate Taxpayer as agent of the TRA Party for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise the TRA Party of any such service of process, shall be deemed in every respect effective service of process upon the TRA Party in any such action or proceeding.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and a TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, 4.2 or 6.2 within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the TRA Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Attribute Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party's position, in which case the Corporate Taxpayer shall reimburse the TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the TRA Party shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and the TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning Desert Newco and its Affiliates and successors or the Members, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporate Taxpayer, Desert Newco and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right

and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by the Corporate Taxpayer and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

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

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

IN WITNESS WHEREOF, the Corporate Taxpayer and the TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: _____
Name:
Title:

KKR 2006 GDG BLOCKER L.P.

By: KKR 2006 AIV GP LLC, its general partner

By: /s/ William J. Janetschek
Name: William J. Janetschek
Title: Vice President

[Tax Receivable Agreement (KKR Reorganization) signature page]

Exhibit A
Form of Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of , by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes (the "Corporate Taxpayer"), and ("Permitted Transferee").

WHEREAS, on , Permitted Transferee acquired (the "Acquisition") the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement [as described in greater detail in Annex A to this Joinder] (as defined below) (the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) of the Tax Receivable Agreement ([ ] Reorganization), dated as of [ ], 2015, by and among the Corporate Taxpayer and the TRA Party (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "TRA Party" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof that would mandate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for notices:

Exhibit 10.8

TAX RECEIVABLE AGREEMENT (SLP REORGANIZATION)

between

GODADDY INC.,

and

SLP III KINGDOM FEEDER I, L.P.

Dated as of March 31, 2015

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TAX RECEIVABLE AGREEMENT (SLP REORGANIZATION)

This TAX RECEIVABLE AGREEMENT (SLP REORGANIZATION) (this "Agreement"), dated as of March 31, 2015, is hereby entered into by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes, the "Corporate Taxpayer"), and SLP III Kingdom Feeder I, L.P., a Delaware limited partnership (the "TRA Party").

RECITALS

WHEREAS, the TRA Party indirectly holds or held member interests (the "Units") in Desert Newco, LLC, a Delaware limited liability company ("Desert Newco"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of Desert Newco, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, SLP III Kingdom Feeder Corp., a Delaware corporation (the "Feeder Corp") is classified as an association taxable as a corporation for United States federal income tax purposes;

WHEREAS, the TRA Party is the owner of the Feeder Corp;

WHEREAS, pursuant to that certain Merger Agreement, dated as of March 31, 2015, among the Corporate Taxpayer and the parties named therein (the "Merger Agreement"), the Feeder Corp will merge with a Subsidiary of the Corporate Taxpayer with the Feeder Corp surviving, and, immediately thereafter, the Feeder Corp will merge with and into the Corporate Taxpayer (the "Reorganization");

WHEREAS, as a result of the Reorganization, the Corporate Taxpayer will (i) be entitled to utilize the Pre-IPO NOLs, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Acquired Units and (iii) be entitled to Remedial Allocations in respect of the Acquired Units;

WHEREAS, the Units held by the Exchange TRA Parties may be exchanged for cash or Class A common stock of the Corporate Taxpayer (the "Class A Shares"), subject to the provisions of the LLC Agreement and the Exchange Agreement;

WHEREAS, the Other Reorganization TRA Parties will enter into agreements with the Corporate Taxpayer similar in form and substance to this Agreement;

WHEREAS, the income, gain, loss, expense, deduction and other Tax items of the Corporate Taxpayer may be affected by (i) Basis Adjustments, (ii) Pre-IPO NOLs, (iii) Original Basis Adjustments, (iv) Remedial Allocations and (v) Imputed Interest (as such terms are defined in each Tax Receivable Agreement);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Units" means the Units acquired in the Reorganizations.

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to the differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state taxes are excluded.

"Advance Payment" is defined in Section 3.1(b) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of LIBOR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Attribute Schedule" is defined in Section 2.1 of this Agreement.

"Basis Adjustments" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock in the Corporate Taxpayer and (y) any TRA Party, Exchange TRA Party, Other Reorganization TRA Party or any of their Affiliates who is, or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Combined State Tax Rate" means five (5) percent.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer" is defined in the Preamble of this Agreement.

"Corporate Taxpayer Return" means the U.S. federal income Tax Return of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means a per annum rate of LIBOR plus 500 basis points.

"Desert Newco" is defined in the Recitals of this Agreement.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Dispute" has the meaning set forth in Section 7.8(a) of this Agreement.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 6.5%, compounded annually, and (ii) LIBOR plus 100 basis points.

"Exchange" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Agreement" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Schedule" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (Exchanges).

"Expert" is defined in Section 7.9 of this Agreement.

"Feeder Corp" is defined in the Recitals of this Agreement.

"Founder Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions, U.S. federal income tax rate and similar practices used on the relevant Corporate Taxpayer Return, but (i) using the Non-Stepped Up Tax Basis, (ii) without taking into account

any Remedial Allocations (as defined in each Tax Receivable Agreement), (iii) without taking into account the use of Pre-IPO NOLs (as defined in each Tax Receivable Agreement), if any, and (iv) excluding any deduction attributable to Imputed Interest (as defined in each Tax Receivable Agreement) for the Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments, any Pre-IPO NOLs (as defined in each Tax Receivable Agreement), the Original Basis Adjustment, any Remedial Allocations (as defined in each Tax Receivable Agreement) and any Imputed Interest (as defined in each Tax Receivable Agreement). Furthermore, the Hypothetical Tax Liability shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state income taxes are excluded.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Investor Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"IPO" means the initial public offering of Class A Shares by the Corporate Taxpayer.

"IPO Date" means the closing date of the IPO.

"IRS" means the United States Internal Revenue Service.

"KKR Co-Invest Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Co-Invest Reorganization).

"KKR Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Reorganization).

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"LLC Agreement" means, with respect to Desert Newco, the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, as amended from time to time.

"Market Value" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Material Objection Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Merger Agreement" means is defined in the Recitals of this Agreement.

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset or Original Asset at any time, the Tax basis that such asset would have had at such time if (i) no Basis Adjustments had been made and (ii) there had been no Original Basis Adjustment.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Original Assets" means the assets owned by Desert Newco, or any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of the IPO. Original Assets also include any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any Original Asset.

"Original Basis Adjustment" means (i) the adjustment to the tax basis of the Original Assets as a result of the transactions pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011 and (ii) any subsequent adjustment in the tax basis of an Original Asset determined, in whole or in part, by reference to any prior Original Basis Adjustment.

"Other Reorganization TRA Parties" means the KKR Reorganization TRA Parties, the KKR Co-Invest Reorganization TRA Parties and the TCV Reorganization TRA Parties.

"Other Tax Receivable Agreements" means the Tax Receivable Agreements other than this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-IPO NOLs" means certain net operating losses, capital losses, disallowed interest expense carryforwards under Section 163(j) of the Code and credit carryforwards of the Feeder Corp relating to taxable periods ending on or prior to the IPO Date.

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" has the meaning set forth in Section 7.9 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by Desert Newco, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Remedial Allocations" means the allocations made under Section 704(c) of the Code (including "remedial items" and "offsetting remedial items") in respect of the Units acquired in the Reorganizations or through Exchanges using the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) with respect to differences between book basis and tax basis (calculated for purposes of Section 704 (c) of the Code) as of the date of the closing of the Unit Purchase. For the avoidance of doubt, Remedial Allocations include only those items allocated with respect to Units acquired in the Reorganizations or Exchanges and do not include any items allocated with respect to Units acquired by Corporate Taxpayer from Desert Newco in exchange for cash.

"Reorganization" is defined in the Recitals of this Agreement.

"Reorganizations" means collectively each Reorganization as defined in this Agreement and each of the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (KKR Co-Invest Reorganization) and the Tax Receivable Agreement (TCV Reorganization).

"Schedule" means any of the following: (i) the Attribute Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, Desert Newco or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the IPO Date to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, Desert Newco or any of their Subsidiaries pursuant to which the Corporate Taxpayer, Desert Newco or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2 of this Agreement.

"Tax Receivable Agreements" shall mean this Agreement, the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (TCV Reorganization) and the Tax Receivable Agreement (Exchanges).

"Tax Receivable Agreement (Exchanges)" means the Tax Receivable Agreement (Exchanges), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Reorganization)" means the Tax Receivable Agreement (KKR Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Co-Invest Reorganization)" means the Tax Receivable Agreement (KKR Co-Invest Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (TCV Reorganization)" means the Tax Receivable Agreement (TCV Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxes" means any and all United States federal taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TCV Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (TCV Reorganization).

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit Purchase" means the purchase of units pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011.

"Units" is defined in the Recitals of this Agreement.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments, the Original Basis Adjustment, Remedial Allocations and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance

of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss or credit carryovers generated by deductions arising from Basis Adjustments, the Original Basis Adjustment, Remedial Allocations or Imputed Interest that are available as of the date of such Early Termination Date and any Pre-IPO NOLs that have not been previously utilized in determining a Tax Benefit Payment as of the date of such Early Termination Date, (2) the United States federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment (or on the fifteenth anniversary of the IPO in the case of any non-amortizable assets that is an Original Asset) in a fully taxable transaction for U.S. federal income tax purposes; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (4) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Attribute Schedule. Following the IPO Date, at least 60 calendar days prior to the filing of the U.S. federal income Tax Return of the Corporate Taxpayer for the Taxable Year that includes the IPO Date, the Corporate Taxpayer shall deliver to the TRA Party a schedule (the "Attribute Schedule") that shows, in reasonable detail, the information necessary to perform the calculations required by this Agreement, including estimates of (i) the actual unadjusted tax basis of the Original Assets as of immediately prior to the IPO Date, (ii) the Original Basis Adjustment, (iii) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable, (iv) the period or periods, if any, over which the Original Basis Adjustment is amortizable and/or depreciable (which, for non-amortizable assets shall be based on the Valuation Assumptions in connection with an Early Termination Payment or a Change of Control), (v) projections of the yearly amount of Remedial Allocations over the term of this Agreement, (vi) any applicable limitations on the use of the Pre-IPO NOLs for Tax purposes (including under Section 382 of the Code).

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for any Taxable Year, the Corporate Taxpayer shall provide to the TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of the TRA Party for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations, or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to the TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such TRA Party schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time the Corporate Taxpayer delivers to a TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, the Corporate Taxpayer shall deliver to such TRA Party the Corporate Taxpayer Return, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Actual Tax Liability, as well as any other work papers as determined by the Corporate Taxpayer or requested by such TRA Party, provided that the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received the applicable Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides the Corporate Taxpayer with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and any objecting TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and such TRA Party shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the

Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, or (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "Amended Schedule"). The Attribute Schedule shall be appropriately amended by the TRA Party and the Corporate Taxpayer to the extent that, as a result of a Determination, the Corporate Taxpayer is required to calculate its Tax liability in a manner inconsistent with the Attribute Schedule. The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (v) of the first sentence of this Section 2.3(b).

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year an amount equal to the excess, if any, of (i) the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b) over (ii) the aggregate amount of Advance Payments previously made to such TRA Party under this Section 3.1(a) in respect of such Taxable Year. In addition, the Corporate Taxpayer may, at its sole election, make Advance Payments to the TRA Party in respect of a Taxable Year; provided that, if the Corporate Taxpayer makes Advanced Payments, it shall make Advance Payments to all parties eligible to receive payments under all of the Tax Receivable Agreements in proportion to their respective amount of anticipated remaining payments under the applicable Tax Receivable Agreement in respect of such Taxable Year. Each such Tax Benefit Payment or such Advance Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that is derived from any Basis Adjustment, Pre-IPO NOLs, the Original Basis Adjustment, Remedial Allocations, and any Imputed Interest that is attributable to the Units acquired by Corporate Taxpayer in the Reorganizations or an Exchange, as applicable, undertaken by or with respect to such TRA Party; provided that if Desert Newco becomes a disregarded entity for U.S. federal income tax purposes, the Net Tax Benefit in respect of the Original Basis Adjustment that is Attributable to a TRA Party shall include the Net Tax Benefit derived from the portion of the Original Basis Adjustment that corresponds to the Remedial Allocations that would have been Attributable to such TRA Party if Desert Newco had not changed its status from a partnership to a disregarded entity for U.S.

federal income tax purposes. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration in the Reorganization, unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year over the sum of (i) the total amount of payments previously made under Section 3.1(a) (excluding payments attributable to Interest Amounts) and (ii) the total amount of Tax Benefit Payments and Advance Payments (as such terms are defined in each of the Other Tax Receivable Agreements) previously made under Section 3.1(a) of the applicable Other Tax Receivable Agreement (excluding payments attributable to Interest Amounts as defined therein); provided, for the avoidance of doubt, that the TRA Party shall not be required to return any portion of any previously made Tax Benefit Payment or Advance Payment. The "Interest Amount" in respect of the TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year, which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing the Corporate Taxpayer Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. "Advance Payments" in respect of a TRA Party for a Taxable Year means the payments made by the Corporate Taxpayer to such TRA Party as an advance of such TRA Party's anticipated Tax Benefit Payment for such Taxable Year. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments shall be calculated by utilizing Valuation Assumptions (1) and (3), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement or any of the Other Tax Receivable Agreements in respect of present or future Tax attributes subject to the Tax Receivable Agreements, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of the Corporate Taxpayer's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustments, Remedial Allocations or Imputed Interest under the Tax Receivable Agreements (as such terms are defined in each Tax Receivable Agreement) is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for the Corporate Taxpayer shall be allocated among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) in proportion to the respective amounts of Tax Benefit Payments that would have been determined under the Tax Receivable Agreements if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation; provided, that for purposes of allocating among the Tax

Receivable Agreements (and among all parties eligible for payments thereunder) the aggregate Tax Benefit Payments payable under the Tax Receivable Agreements with respect to any Taxable Year, the operation of this Section 3.3(a) with respect to any prior Taxable Year shall be taken into account, it being the intention of the parties to the Tax Receivable Agreements for each party eligible for payments thereunder to receive, in the aggregate, Tax Benefit Payments in proportion to the aggregate Net Tax Benefits Attributable to such party had this Section 3.3 (a) never operated.

(b) After taking into account Section 3.3(a), if for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under the Tax Receivable Agreements in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Party agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment under each of the Tax Receivable Agreements in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) To the extent the Corporate Taxpayer makes a payment to the TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to the TRA Party in respect of such Taxable Year, then (i) the TRA Party shall not receive further payments under Section 3.1(a) until the TRA Party has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of the TRA Party's foregone payments to the other TRA Parties under all of the Tax Receivable Agreements in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement or the other Tax Receivable Agreements, as applicable (in each case, taking into account Section 3.3(a) and (b) of the applicable Tax Receivable Agreement, but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to the TRA Party.

(d) The parties hereto agree that the parties to the Other Tax Receivable Agreements are expressly made third party beneficiaries of the provisions of this Section 3.3.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) With the prior written approval of a majority of the Non-Investor Directors, the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Party at any time by paying (i) to the TRA Party the Early Termination Payment in respect of the TRA Party and (ii) to each Exchange TRA Party and Other Reorganization TRA Parties the Early Termination Payment under the applicable Other Tax Receivable Agreement; provided, however, that this Agreement shall only terminate pursuant to this Section 4.1(a) upon the receipt of the Early Termination Payment by the TRA Party,

Exchange TRA Parties and Other Reorganization TRA Parties under each of the applicable Other Tax Receivable Agreements (unless otherwise agreed by the Corporate Taxpayer and the Representatives under Section 4.1(a) of the Tax Receivable Agreement (Exchanges)), and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under each Tax Receivable Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer to the TRA Party in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement, other than for any (a) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment).

(b) In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, the TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing Desert Newco or any other Subsidiaries to distribute or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that the interest provisions of Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which Desert Newco is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless the TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If the Corporate Taxpayer and the TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the objecting TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to the TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for

borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement or the Other Tax Receivable Agreements are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Desert Newco's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and Desert Newco, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify a TRA Party of, and keep the TRA Party reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and Desert Newco by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall provide to each such TRA Party reasonable opportunity to provide information and other input to the Corporate Taxpayer, Desert Newco and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and Desert Newco shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the Corporate Taxpayer and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, AZ 85260
Email: nima@godaddy.com
mforkner@godaddy.com
Attention: Nima Kelly
Matt Forkner

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Email: jsaper@wsgr.com
aspinner@wsgr.com
Attention: Jeffrey D. Saper
Allison B. Spinner

If to the TRA Parties, to:

The address, fax number and email address set forth in the records of Desert Newco.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to

the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except to the extent provided under Section 3.3, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by each of the Corporate Taxpayer and the TRA Party; provided that any amendment to, or waiver of, the definition of Change of Control, Section 4.1(a), Section 7.6(a) or this proviso to Section 7.6(b) will also require the written approval of a majority of the Non-Investor Directors.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporate Taxpayer may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), the TRA Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the Corporate Taxpayer as agent of the TRA Party for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise the TRA Party of any such service of process, shall be deemed in every respect effective service of process upon the TRA Party in any such action or proceeding.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and a TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, 4.2 or 6.2 within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the TRA Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Attribute Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party's position, in which case the Corporate Taxpayer shall reimburse the TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the TRA Party shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and the TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning Desert Newco and its Affiliates and successors or the Members, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporate Taxpayer, Desert Newco and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right

and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by the Corporate Taxpayer and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

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

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

IN WITNESS WHEREOF, the Corporate Taxpayer and the TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: _____
Name:
Title:

SLP III KINGDOM FEEDER I, L.P.

By: Silver Lake Technology Associates III, L.P., its general partner

By: SLTA III (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Managing Director

Exhibit A
Form of Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of , by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes (the "Corporate Taxpayer"), and ("Permitted Transferee").

WHEREAS, on , Permitted Transferee acquired (the "Acquisition") the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement [as described in greater detail in Annex A to this Joinder] (as defined below) (the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) of the Tax Receivable Agreement ([ ] Reorganization), dated as of [ ], 2015, by and among the Corporate Taxpayer and the TRA Party (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "TRA Party" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof that would mandate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for notices:

Exhibit 10.9

TAX RECEIVABLE AGREEMENT (TCV REORGANIZATION)

between

GODADDY INC.,

and

TCV VII (A) L.P.

Dated as of March 31, 2015

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This TAX RECEIVABLE AGREEMENT (TCV REORGANIZATION) (this "Agreement"), dated as of March 31, 2015, is hereby entered into by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes, the "Corporate Taxpayer"), and TCV VII (A) L.P., a Cayman Islands exempted limited partnership (the "TRA Party").

RECITALS

WHEREAS, the TRA Party indirectly holds or held member interests (the "Units") in Desert Newco, LLC, a Delaware limited liability company ("Desert Newco"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of Desert Newco, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, TCV VII (A) GD Investor, Inc., a Delaware corporation (the "Feeder Corp") is classified as an association taxable as a corporation for United States federal income tax purposes;

WHEREAS, the TRA Party is the owner of the Feeder Corp;

WHEREAS, pursuant to that certain Merger Agreement, dated as of March 31, 2015, among the Corporate Taxpayer and the parties named therein (the "Merger Agreement"), the Feeder Corp will merge with a Subsidiary of the Corporate Taxpayer with the Feeder Corp surviving, and, immediately thereafter, the Feeder Corp will merge with and into the Corporate Taxpayer (the "Reorganization");

WHEREAS, as a result of the Reorganization, the Corporate Taxpayer will (i) be entitled to utilize the Pre-IPO NOLs, (ii) obtain the benefit of the Original Basis Adjustment with respect to its share of the Original Assets relating to the Acquired Units and (iii) be entitled to Remedial Allocations in respect of the Acquired Units;

WHEREAS, the Units held by the Exchange TRA Parties may be exchanged for cash or Class A common stock of the Corporate Taxpayer (the "Class A Shares"), subject to the provisions of the LLC Agreement and the Exchange Agreement;

WHEREAS, the Other Reorganization TRA Parties will enter into agreements with the Corporate Taxpayer similar in form and substance to this Agreement;

WHEREAS, the income, gain, loss, expense, deduction and other Tax items of the Corporate Taxpayer may be affected by (i) Basis Adjustments, (ii) Pre-IPO NOLs, (iii) Original Basis Adjustments, (iv) Remedial Allocations and (v) Imputed Interest (as such terms are defined in each Tax Receivable Agreement);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Acquired Units" means the Units acquired in the Reorganizations.

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to the differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state taxes are excluded.

"Advance Payment" is defined in Section 3.1(b) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of LIBOR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Attribute Schedule" is defined in Section 2.1 of this Agreement.

"Basis Adjustments" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in Phoenix, Arizona or New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock in the Corporate Taxpayer and (y) any TRA Party, Exchange TRA Party, Other Reorganization TRA Party or any of their Affiliates who is, or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Combined State Tax Rate" means five (5) percent.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer" is defined in the Preamble of this Agreement.

"Corporate Taxpayer Return" means the U.S. federal income Tax Return of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means a per annum rate of LIBOR plus 500 basis points.

"Desert Newco" is defined in the Recitals of this Agreement.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Dispute" has the meaning set forth in Section 7.8(a) of this Agreement.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 6.5%, compounded annually, and (ii) LIBOR plus 100 basis points.

"Exchange" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Agreement" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange Schedule" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Exchange TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (Exchanges).

"Expert" is defined in Section 7.9 of this Agreement.

"Feeder Corp" is defined in the Recitals of this Agreement.

"Founder Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, Desert Newco, but only with respect to U.S. federal income Taxes imposed on Desert Newco and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions, U.S. federal income tax rate and similar practices used on the relevant Corporate Taxpayer Return, but (i) using the Non-Stepped Up Tax Basis, (ii) without taking into account

any Remedial Allocations (as defined in each Tax Receivable Agreement), (iii) without taking into account the use of Pre-IPO NOLs (as defined in each Tax Receivable Agreement), if any, and (iv) excluding any deduction attributable to Imputed Interest (as defined in each Tax Receivable Agreement) for the Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments, any Pre-IPO NOLs (as defined in each Tax Receivable Agreement), the Original Basis Adjustment, any Remedial Allocations (as defined in each Tax Receivable Agreement) and any Imputed Interest (as defined in each Tax Receivable Agreement). Furthermore, the Hypothetical Tax Liability shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as Desert Newco (or any successor entity) is a partnership for Tax purposes, the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) is in effect with respect to differences between book basis and tax basis (calculated for purposes of Section 704(c) of the Code) as of the date of the closing of the Unit Purchase and (z) deductions of (and other impacts of) state income taxes are excluded.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Investor Parties" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"IPO" means the initial public offering of Class A Shares by the Corporate Taxpayer.

"IPO Date" means the closing date of the IPO.

"IRS" means the United States Internal Revenue Service.

"KKR Co-Invest Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Co-Invest Reorganization).

"KKR Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (KKR Reorganization).

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"LLC Agreement" means, with respect to Desert Newco, the Third Amended and Restated Limited Liability Company Agreement of Desert Newco, as amended from time to time.

"Market Value" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Material Objection Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Merger Agreement" means is defined in the Recitals of this Agreement.

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Investor Director" shall have the meaning set forth in the Tax Receivable Agreement (Exchanges).

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset or Original Asset at any time, the Tax basis that such asset would have had at such time if (i) no Basis Adjustments had been made and (ii) there had been no Original Basis Adjustment.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Original Assets" means the assets owned by Desert Newco, or any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of the IPO. Original Assets also include any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any Original Asset.

"Original Basis Adjustment" means (i) the adjustment to the tax basis of the Original Assets as a result of the transactions pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011 and (ii) any subsequent adjustment in the tax basis of an Original Asset determined, in whole or in part, by reference to any prior Original Basis Adjustment.

"Other Reorganization TRA Parties" means the KKR Reorganization TRA Parties, the KKR Co-Invest Reorganization TRA Parties and the SLP Reorganization TRA Parties.

"Other Tax Receivable Agreements" means the Tax Receivable Agreements other than this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-IPO NOLs" means certain net operating losses, capital losses, disallowed interest expense carryforwards under Section 163(j) of the Code and credit carryforwards of the Feeder Corp relating to taxable periods ending on or prior to the IPO Date.

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" has the meaning set forth in Section 7.9 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by Desert Newco, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Remedial Allocations" means the allocations made under Section 704(c) of the Code (including "remedial items" and "offsetting remedial items") in respect of the Units acquired in the Reorganizations or through Exchanges using the "remedial allocation method" of Treasury Regulations Section 1.704-3(d) with respect to differences between book basis and tax basis (calculated for purposes of Section 704 (c) of the Code) as of the date of the closing of the Unit Purchase. For the avoidance of doubt, Remedial Allocations include only those items allocated with respect to Units acquired in the Reorganizations or Exchanges and do not include any items allocated with respect to Units acquired by Corporate Taxpayer from Desert Newco in exchange for cash.

"Reorganization" is defined in the Recitals of this Agreement.

"Reorganizations" means collectively each Reorganization as defined in this Agreement and each of the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (KKR Co-Invest Reorganization) and the Tax Receivable Agreement (SLP Reorganization).

"Schedule" means any of the following: (i) the Attribute Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"SLP Reorganization TRA Parties" means "TRA Parties" as defined in the Tax Receivable Agreement (SLP Reorganization).

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income tax purposes.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, Desert Newco or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the IPO Date to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, Desert Newco or any of their Subsidiaries pursuant to which the Corporate Taxpayer, Desert Newco or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2 of this Agreement.

"Tax Receivable Agreements" shall mean this Agreement, the Tax Receivable Agreement (KKR Reorganization), the Tax Receivable Agreement (KKR Co-Invest Reorganization), the Tax Receivable Agreement (SLP Reorganization) and the Tax Receivable Agreement (Exchanges).

"Tax Receivable Agreement (Exchanges)" means the Tax Receivable Agreement (Exchanges), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Reorganization)" means the Tax Receivable Agreement (KKR Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (KKR Co-Invest Reorganization)" means the Tax Receivable Agreement (KKR Co-Invest Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Receivable Agreement (SLP Reorganization)" means the Tax Receivable Agreement (SLP Reorganization), dated as of March 31, 2015, by and among the Corporate Taxpayer and the persons named therein, including any amendment thereto.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxes" means any and all United States federal taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit Purchase" means the purchase of units pursuant to the Unit Purchase Agreement among Gorilla Acquisition LLC, Desert Newco, and The Go Daddy Group, Inc. dated as of July 1, 2011.

"Units" is defined in the Recitals of this Agreement.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments, the Original Basis Adjustment, Remedial Allocations and the

Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss or credit carryovers generated by deductions arising from Basis Adjustments, the Original Basis Adjustment, Remedial Allocations or Imputed Interest that are available as of the date of such Early Termination Date and any Pre-IPO NOLs that have not been previously utilized in determining a Tax Benefit Payment as of the date of such Early Termination Date, (2) the United States federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment (or on the fifteenth anniversary of the IPO in the case of any non-amortizable assets that is an Original Asset) in a fully taxable transaction for U.S. federal income tax purposes; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (4) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Attribute Schedule. Following the IPO Date, at least 60 calendar days prior to the filing of the U.S. federal income Tax Return of the Corporate Taxpayer for the Taxable Year that includes the IPO Date, the Corporate Taxpayer shall deliver to the TRA Party a schedule (the "Attribute Schedule") that shows, in reasonable detail, the information necessary to perform the calculations required by this Agreement, including estimates of (i) the actual unadjusted tax basis of the Original Assets as of immediately prior to the IPO Date, (ii) the Original Basis Adjustment, (iii) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable, (iv) the period or periods, if any, over which the Original Basis Adjustment is amortizable and/or depreciable (which, for non-amortizable assets shall be based on the Valuation Assumptions in connection with an Early Termination Payment or a Change of Control), (v) projections of the yearly amount of Remedial Allocations over the term of this Agreement, (vi) any applicable limitations on the use of the Pre-IPO NOLs for Tax purposes (including under Section 382 of the Code).

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income tax return of the Corporate Taxpayer for any Taxable Year, the Corporate Taxpayer shall provide to the TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of the TRA Party for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment, Pre-IPO NOLs, Original Basis Adjustment, Remedial Allocations, or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to the TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such TRA Party schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time the Corporate Taxpayer delivers to a TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, the Corporate Taxpayer shall deliver to such TRA Party the Corporate Taxpayer Return, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by the Corporate Taxpayer of the applicable Actual Tax Liability, as well as any other work papers as determined by the Corporate Taxpayer or requested by such TRA Party, provided that the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received the applicable Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides the Corporate Taxpayer with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and any objecting TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and such TRA Party shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, or (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "Amended Schedule"). The Attribute Schedule shall be appropriately amended by the TRA Party and the Corporate Taxpayer to the extent that, as a result of a Determination, the Corporate Taxpayer is required to calculate its Tax liability in a manner inconsistent with the Attribute Schedule. The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (v) of the first sentence of this Section 2.3(b).

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year an amount equal to the excess, if any, of (i) the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b) over (ii) the aggregate amount of Advance Payments previously made to such TRA Party under this Section 3.1(a) in respect of such Taxable Year. In addition, the Corporate Taxpayer may, at its sole election, make Advance Payments to the TRA Party in respect of a Taxable Year; provided that, if the Corporate Taxpayer makes Advanced Payments, it shall make Advance Payments to all parties eligible to receive payments under all of the Tax Receivable Agreements in proportion to their respective amount of anticipated remaining payments under the applicable Tax Receivable Agreement in respect of such Taxable Year. Each such Tax Benefit Payment or such Advance Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that is derived from any Basis Adjustment, Pre-IPO NOLs, the Original Basis Adjustment, Remedial Allocations, and any Imputed Interest that is attributable to the Units acquired by Corporate Taxpayer in the Reorganizations or an Exchange, as applicable, undertaken by or with respect to such TRA Party; provided that if Desert Newco becomes a disregarded entity for U.S. federal income tax purposes, the Net Tax Benefit in respect of the Original Basis Adjustment that is Attributable to a TRA Party shall

include the Net Tax Benefit derived from the portion of the Original Basis Adjustment that corresponds to the Remedial Allocations that would have been Attributable to such TRA Party if Desert Newco had not changed its status from a partnership to a disregarded entity for U.S. federal income tax purposes. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration in the Reorganization, unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year over the sum of (i) the total amount of payments previously made under Section 3.1(a) (excluding payments attributable to Interest Amounts) and (ii) the total amount of Tax Benefit Payments and Advance Payments (as such terms are defined in each of the Other Tax Receivable Agreements) previously made under Section 3.1(a) of the applicable Other Tax Receivable Agreement (excluding payments attributable to Interest Amounts as defined therein); provided, for the avoidance of doubt, that the TRA Party shall not be required to return any portion of any previously made Tax Benefit Payment or Advance Payment. The "Interest Amount" in respect of the TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year, which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing the Corporate Taxpayer Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. "Advance Payments" in respect of a TRA Party for a Taxable Year means the payments made by the Corporate Taxpayer to such TRA Party as an advance of such TRA Party's anticipated Tax Benefit Payment for such Taxable Year. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments shall be calculated by utilizing Valuation Assumptions (1) and (3), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement or any of the Other Tax Receivable Agreements in respect of present or future Tax attributes subject to the Tax Receivable Agreements, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of the Corporate Taxpayer's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments, Pre-IPO NOLs, Original Basis Adjustments, Remedial Allocations or Imputed Interest under the Tax Receivable Agreements (as such terms are defined in each Tax Receivable Agreement) is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for the Corporate Taxpayer shall be allocated among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) in

proportion to the respective amounts of Tax Benefit Payments that would have been determined under the Tax Receivable Agreements if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation; provided, that for purposes of allocating among the Tax Receivable Agreements (and among all parties eligible for payments thereunder) the aggregate Tax Benefit Payments payable under the Tax Receivable Agreements with respect to any Taxable Year, the operation of this Section 3.3(a) with respect to any prior Taxable Year shall be taken into account, it being the intention of the parties to the Tax Receivable Agreements for each party eligible for payments thereunder to receive, in the aggregate, Tax Benefit Payments in proportion to the aggregate Net Tax Benefits Attributable to such party had this Section 3.3 (a) never operated.

(b) After taking into account Section 3.3(a), if for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under the Tax Receivable Agreements in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Party agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment under each of the Tax Receivable Agreements in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) To the extent the Corporate Taxpayer makes a payment to the TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to the TRA Party in respect of such Taxable Year, then (i) the TRA Party shall not receive further payments under Section 3.1(a) until the TRA Party has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of the TRA Party's foregone payments to the other TRA Parties under all of the Tax Receivable Agreements in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement or the other Tax Receivable Agreements, as applicable (in each case, taking into account Section 3.3(a) and (b) of the applicable Tax Receivable Agreement, but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to the TRA Party.

(d) The parties hereto agree that the parties to the Other Tax Receivable Agreements are expressly made third party beneficiaries of the provisions of this Section 3.3.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) With the prior written approval of a majority of the Non-Investor Directors, the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Party at any time by paying (i) to the TRA Party the Early Termination Payment in respect of the TRA Party and (ii) to each Exchange TRA Party and Other

Reorganization TRA Parties the Early Termination Payment under the applicable Other Tax Receivable Agreement; provided, however, that this Agreement shall only terminate pursuant to this Section 4.1(a) upon the receipt of the Early Termination Payment by the TRA Party, Exchange TRA Parties and Other Reorganization TRA Parties under each of the applicable Other Tax Receivable Agreements (unless otherwise agreed by the Corporate Taxpayer and the Representatives under Section 4.1(a) of the Tax Receivable Agreement (Exchanges)), and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under each Tax Receivable Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer to the TRA Party in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement, other than for any (a) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment).

(b) In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, the TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing Desert Newco or any other Subsidiaries to distribute or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that the interest provisions of Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit

Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which Desert Newco is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless the TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If the Corporate Taxpayer and the TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the objecting TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to the TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to the TRA Parties under this

Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement or the Other Tax Receivable Agreements are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Desert Newco's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and Desert Newco, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify a TRA Party of, and keep the TRA Party reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and Desert Newco by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall provide to each such TRA Party reasonable opportunity to provide information and other input to the Corporate Taxpayer, Desert Newco and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and Desert Newco shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the Corporate Taxpayer and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may

reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, AZ 85260
Email: nima@godaddy.com
mforkner@godaddy.com
Attention: Nima Kelly
Matt Forkner

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

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Email: jsaper@wsgr.com
aspinner@wsgr.com
Attention: Jeffrey D. Saper
Allison B. Spinner

If to the TRA Parties, to:

The address, fax number and email address set forth in the records of Desert Newco.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except to the extent provided under Section 3.3, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by each of the Corporate Taxpayer and the TRA Party; provided that any amendment to, or waiver of, the definition of Change of Control, Section 4.1(a), Section 7.6(a) or this proviso to Section 7.6(b) will also require the written approval of a majority of the Non-Investor Directors.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger,

consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporate Taxpayer may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), the TRA Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the Corporate Taxpayer as agent of the TRA Party for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise the TRA Party of any such service of process, shall be deemed in every respect effective service of process upon the TRA Party in any such action or proceeding.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and a TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, 4.2 or 6.2 within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the TRA Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Attribute Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party's position, in which case the Corporate Taxpayer shall reimburse the TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the TRA Party shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and the TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning Desert Newco and its Affiliates and successors or the Members, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporate Taxpayer, Desert Newco and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right

and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by the Corporate Taxpayer and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

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

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: /s/ Nima Kelly
Name: Nima Kelly
Title: Executive Vice President and General Counsel

IN WITNESS WHEREOF, the Corporate Taxpayer and the TRA Party have duly executed this Agreement as of the date first written above.

GODADDY INC.

By: _____
Name:
Title:

TCV VII (A), L.P.

By: Technology Crossover Management VII, L.P., its general partner

By: Technology Crossover Management VII, Ltd., its general partner

By: /s/ Frederic D. Fenton
Name: Frederic D. Fenton
Title: Authorized Signatory

[Tax Receivable Agreement (TCV Reorganization) signature page]

Exhibit A
Form of Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of , by and among GoDaddy Inc., a Delaware corporation (together with its Subsidiaries that are consolidated for U.S. federal income tax purposes (the "Corporate Taxpayer"), and ("Permitted Transferee").

WHEREAS, on , Permitted Transferee acquired (the "Acquisition") the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement [as described in greater detail in Annex A to this Joinder] (as defined below) (the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) of the Tax Receivable Agreement ([ ] Reorganization), dated as of [ ], 2015, by and among the Corporate Taxpayer and the TRA Party (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "TRA Party" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof that would mandate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for notices: