

are agreed by the Partners to restrict or eliminate to that extent such duties and liabilities of such Indemnified Person.

6.7 Indemnification. (a) To the fullest extent permitted by applicable law, the Partnership shall indemnify each Indemnified Person against all losses, claims, damages or liabilities, whether or not matured or unmatured or whether or not asserted or brought due to contractual or other restrictions (including legal or other expenses reasonably incurred in investigating or defending against any such loss, claim, damage or liability), joint or several, to which an Indemnified Person may become subject by reason of any acts or omissions or any alleged acts or omissions arising out of such Indemnified Person's or any other Person's activities in connection with the conduct of the business or affairs of the Partnership and/or a Portfolio Company as the General Partner, the Management Company or their Affiliates or, in their capacity as such, an officer, director, partner, member, manager, employee or shareholder of any such Indemnified Person, or as a member of the Advisory Board (including, solely in connection with matters relating to the Advisory Board, the Limited Partner and/or other Person on whose behalf the Advisory Board member is serving and such Limited Partner's and/or other Person's Affiliates), unless such loss, claim, damage or liability results from any action or omission which constitutes, with respect to such Person, a Triggering Event; provided that no such indemnity shall be available with respect to any action (other than for indemnification) brought by an Indemnified Person against the Partnership or any action relating exclusively to an internal dispute among the partners or employees of the General Partner or the Management Company, or with respect to any losses, claims, damages or liabilities to which an Indemnified Person serving or who has served as an officer or director of a Portfolio Company (or former Portfolio Company), may become subject arising out of actions or omissions as such officer or director after the first anniversary of the date on which the Partnership no longer has an investment in such Portfolio Company; and provided, further, that notwithstanding the foregoing, the members of the Advisory Board (including, solely in connection with matters relating to the Advisory Board, the Limited Partner and/or other Person on whose behalf the Advisory Board member is serving and such Limited Partner's and/or other Person's Affiliates) shall be subject only to a duty of good faith (it being understood that, to the fullest extent permitted by law, any such member, in determining to take or refrain from taking any action, shall be permitted to take into consideration only the interests of the Limited Partner represented by such member and, in so doing, shall, to the fullest extent permitted by law, be considered to have acted in good faith). In addition, indemnification shall be permitted with respect to a criminal Proceeding only if the Indemnified Person did not have reasonable cause to believe that its conduct was unlawful. Any indemnification rights provided for in this Section 6.7(a) shall be retained by any removed, resigned or withdrawn Indemnified Person. Any indemnification rights provided for in this Section 6.7(a) shall also be retained by any Person, as an intended third party beneficiary hereunder, who has acted in the capacity of officer, director, partner, member, manager, employee or shareholder of an Indemnified Person and each member of the Advisory Board (including, solely in connection with matters relating to the Advisory Board, the Limited Partner and/or other Person on whose behalf the Advisory Board member is serving and such Limited Partner's and/or other Person's Affiliates). The satisfaction of any indemnification and any holding harmless hereunder shall be (i) from and limited to Partnership assets (including the total Unpaid Capital Obligations of the Partners) and distributions required to be returned pursuant to Section 6.3(b) and no Limited Partner shall have any personal liability (beyond the amount of its Unpaid Capital Obligation and such distributions) on account thereof, and (ii) subject to Section

6.7(c); provided that no Limited Partner shall have any obligation (including any obligation to make a contribution of capital to the Partnership) in respect of an indemnity obligation arising from a Portfolio Investment with respect to which such Limited Partner exercised its Limited Opt-Out Right or was excluded from participation pursuant to the Limited Exclusion Right. The General Partner shall use reasonable efforts to cause each Portfolio Company to the extent practical (considering among other things the nature of the Partnership's investment in the Portfolio Company, the nature and financial resources of the Portfolio Company and the availability of insurance at reasonable rates) to obtain and maintain directors and officers liability insurance and to provide for indemnification of Indemnified Persons. The indemnification rights provided for in this Section 6.7(a) shall survive the termination of the Partnership or this Agreement; provided that such survival shall not cause the Limited Partners to make Capital Contributions to fund indemnification payments after this Agreement has been terminated except as otherwise provided under Sections 6.3(b) and 6.3(c). In the event the Partnership makes any indemnity payment to the General Partner, any Principal Partner or the Management Company in excess of \$10 million, notice of such payment shall be provided to the Advisory Board (it being understood that any such payment arising out of a conflict of interest situation shall not be made by the Partnership over the objection of the Advisory Board unless independent legal counsel reasonably satisfactory to both the General Partner and the Advisory Board has determined that the standard for indemnification has been satisfied) unless such payment is otherwise paid or covered by applicable insurance.

(b) Expenses incurred by an Indemnified Person in defense or settlement of any claim that may be subject to a right of indemnification hereunder may be advanced by the Partnership prior to the final disposition thereof upon receipt of a written undertaking by or on behalf of the Indemnified Person to repay such amount to the extent that it shall be determined ultimately that such Indemnified Person is not entitled to be indemnified hereunder; provided that, without otherwise affecting the rights under this Section 6.7 of a Covered Apollo Person to obtain indemnification in such actions, including of expenses, no such advancement of expenses not otherwise covered by insurance shall be made to the General Partner, the Management Company, or any partner or employee of either of them (each, a "Covered Apollo Person") with respect to any derivative action against a Covered Apollo Person or a direct action against a Covered Apollo Person brought by at least a majority in Interest of the Fund VIII Investors. The right of any Indemnified Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Person's successors, assigns and legal representatives.

(c) In connection with the foregoing (i) the Partnership's obligation, if any, to indemnify or advance expenses to any Indemnified Person shall be reduced by any amount such Indemnified Person may collect as indemnification or advancement from a Third Party Indemnitor, and (ii) if the Partnership (or any Affiliate thereof other than a Third Party Indemnitor) pays or causes to be paid, for any reason, any amounts that should have been paid by a Third Party Indemnitor, then (A) the Partnership (or any such Affiliate thereof other than a Third Party Indemnitor) shall be fully subrogated to all rights of the relevant Indemnified Person with respect to such payment, and (B) each relevant Indemnified Person shall assign to the Partnership all of the Indemnified Person's rights to advancement or indemnification from or with respect to such Third Party Indemnitor. To the extent that coverage may be available to an

Indemnified Person under any Portfolio Company Insurance, such Indemnified Person shall request that the relevant Portfolio Company cause such Portfolio Company Insurance to be paid and exhausted to cover any loss, claim, damage or liability that could be subject to advancement or indemnification hereunder before payment of such amounts will be sought from any Portfolio Company Indemnitor, and such Indemnified Person shall seek indemnification with respect to any such loss, claim, damage or liability from any applicable Portfolio Company Indemnitor before payment of such amounts will be sought from any available Partnership Insurance, and such Indemnified Person shall request that any available Partnership Insurance be paid or exhausted to cover any such loss, claim, damage or liability before payment of such amounts will be sought from the Partnership, unless in each case such Indemnified Person reasonably determines in good faith that it would be futile to do so or the Indemnified Person does not have either a current right to indemnification from such Third Party Indemnitors or the claim is tolled, delayed or subordinated and, if other than the General Partner, an Indemnified Person shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Partnership to indemnify such Indemnified Person. To the maximum extent permitted by law, as among (1) any Portfolio Company Insurance, (2) any Portfolio Company Indemnitor, (3) any Partnership Insurance, and (4) the Partnership, this Section 6.7 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments, with (aa) any Portfolio Company Insurance (if applicable) having primary liability, (bb) any applicable Portfolio Company Indemnitor (if applicable) having secondary liability, (cc) any Partnership Insurance (if applicable) having tertiary liability, and (dd) the Partnership having quaternary liability.

6.8 Other Activities; Co-Investment Rights. (a) (i) Other than in connection with any investments by Parallel Funds permitted hereunder, unless consented to by at least 80% in Interest of the Limited Partners, neither the General Partner nor its Affiliates shall close a portfolio investment on behalf of a Successor Fund until the earlier of (A) the end of the Commitment Period (excluding any suspension of the Commitment Period during any Suspension Period), or (B) such time as 75% or more of an amount equal to the aggregate Fund VIII Capital Commitments has been invested, or committed to be invested, in Portfolio Investments, applied to Management Fees, Operating Expenses, Organizational Expenses and Placement Fees or reserved for Additional Investments, Management Fees, Operating Expenses, Organizational Expenses, Placement Fees or payment or repayment of all principal, interest and other amounts, if any, owing, or which may become due, under any existing Credit Facility or other obligation of the Partnership (and the equivalents of the foregoing with respect to Alternative Investment Vehicles, other Fund VIII Entities and their alternative investment vehicles); provided that (1) the foregoing restriction shall not apply to such Persons' activities with respect to the Prior Funds or any Parallel Funds, and (2) on and after such time, such Persons may allocate up to 50% of any prospective Portfolio Investment (including the investment by the Parallel Funds) to any such Successor Fund, subject to adjustment by the General Partner of the portion allocated to the Fund VIII Entities based on the capital available to the Fund VIII Entities for purposes of such Portfolio Investment and for the maintenance of reserves to fund Additional Investments subject to the limitations set forth in Section 2.4(c), to repay all principal, interest and other amounts, if any, owing, or which may become due, under any existing Credit Facility or other obligation of the Partnership, and to pay Management Fees, Operating Expenses, Organizational Expenses and Placement Fees (and the equivalents with respect to Alternative Investment Vehicles, other Fund VIII Entities and their alternative

respective Affiliates, (b) that has a longer duration than the Partnership, and (c) which commits significant capital to a range of platforms of products, investment ideas and asset classes made available by members of the Apollo Group, including the strategy of the Partnership.

Subscription Agreements: Each of the several subscription agreements between the Partnership and the Limited Partners.

Subsequent Closing: As defined in Section 3.1(a).

Substitute Limited Partner: As defined in Section 9.4.

Successor Fund: A pooled investment vehicle with investment objectives and policies substantially similar to those described in the investment criteria set forth in Section 5.1. None of (a) a Special Focus Fund, (b) a Co-Investment Vehicle, and (c) a limited partnership or other pooled investment vehicle focused primarily on capital markets investments, mezzanine investments and/or real estate-oriented investments shall be a Successor Fund.

Suspension Period: As defined in Section 3.1(n).

Synthetic Disposition: As defined in Section 4.8(a).

Tax Advances: As defined in Section 4.5(b).

Tax Distributions: As defined in Section 4.5(a).

Temporary Margin Contribution: As defined in Section 4.8(h).

Third Party Indemnitor: Any provider of Partnership Insurance or Portfolio Company Insurance and any Portfolio Company Indemnitor.

Toehold Investment: As defined in Section 5.1(k).

Treasury Regulation: The income tax regulations promulgated under the Code, as amended.

Triggering Event: With respect to any Person, (a) the criminal conviction of, or admission by consent by or plea of no contest by, such Person to a material violation of United States federal securities laws, or any rule or regulation promulgated thereunder, or any other criminal statute involving a material breach of fiduciary duty, (b) the conviction of such Person of a felony under any United States federal or state statute, (c) the commission by such Person of an action, or the omission by such Person to take an action, if such commission or omission constitutes bad faith, gross negligence, willful misconduct, fraud or willful or reckless disregard for such Person's duties to the Partnership or the Limited Partners, or (d) a finding by any court or governmental body of competent jurisdiction in a final judgment that such Person has received any material improper personal benefit as a result of its breach of any covenant, agreement, representation or warranty contained in this Agreement or the Subscription Agreements.

Foreign Investment: A Portfolio Investment in a Portfolio Company that (i) is organized outside of Western Europe, the United States and Canada, and (ii) does not have significant operations in Western Europe, the United States or Canada.

Fund VII: Apollo Investment Fund VII, L.P. and its parallel funds and alternative investment vehicles.

Fund VIII Agreement: The partnership agreement or equivalent constitutional document, subscription agreement or management agreement of a Fund VIII Entity.

Fund VIII Capital Commitments: Subject to Section 5.1(l), the aggregate Capital Commitments of the Limited Partners, together with the aggregate capital commitments of the limited partners (or their equivalent) of any Parallel Funds.

Fund VIII Entities: The Partnership together with any Parallel Funds and, where the context admits, any Voting Affiliated Feeder Funds and Parallel Fund Voting Affiliated Feeder Funds.

Fund VIII Investor: An investor (which includes a Limited Partner) in a Fund VIII Entity.

Fund VIII Unpaid Capital Obligations: The total Unpaid Capital Obligations of the Partners, together with the total unpaid capital obligations of the partners (or their equivalent) of any Parallel Funds.

General Partner: Apollo Advisors VIII, L.P., a Delaware limited partnership which is an Affiliate of the Management Company, and/or any successor or additional general partner, in its capacity as a general partner of the Partnership.

Governmental Plan Partner: A Limited Partner which is a “governmental plan” as defined in Section 3(32) of ERISA.

GP Additional Investment Notice: As defined in Section 2.4(c).

Group Trust: As defined in Section 5.3(b).

Hostile Acquisition Transaction: As defined in Section 5.1(m).

Indemnified Persons: The General Partner, the Management Company and their Affiliates, each officer, director, partner, member, manager, employee and shareholder of the foregoing, and each member of the Advisory Board (including, solely in connection with matters relating to the Advisory Board, the Limited Partner and/or other Person on whose behalf the Advisory Board member is serving and such Limited Partner’s and/or other Person’s Affiliates).

Initial Closing: June 28, 2013, being the initial closing of the purchase and sale of limited partner interests in the Partnership.