



[REDACTED] 31/2019
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As of June 13, 2018

Private and Confidential

[REDACTED] Networks, Inc.
[REDACTED] 2 [REDACTED] Las Colinas Blvd
Suite 200, North Tower
Irving, Texas, 75039

Ladies and Gentlemen:

This letter Agreement (this "**Agreement**"), entered into as of June 13, 2018 (the "**Effective Date**"), confirms the terms of the agreement between [REDACTED] A Securities, LLC ("**GLC**") and [REDACTED] Networks, Inc. (collectively, with its subsidiaries and affiliates, the "**Company**"), pursuant to which GLC has been engaged to act as the agent and financial advisor to the Company and to provide financial advisory services and investment banking services ("**Services**") in connection with arranging a financing of capital securities (the "**Financing**") for the Company's prospective acquisition of all or part of Black Box Corporation (the "**Target**") within twelve (12) months of the date of this Agreement.

1. Scope of Engagement: On the terms and subject to the conditions of this Agreement, GLC will provide the following financial and capital market related advisory services:

- (a) to the extent necessary or appropriate, familiarizing ourselves with the Company's and the Target's financial condition, operations and business;
- (b) assisting the Company in the preparation and review of the Information Memorandum (as defined below), which shall not be made available to or used in discussions with prospective investors in the Financing without the Company's prior consent;
- (c) advising and assisting, on a best efforts basis, the Company in obtaining, examining, analyzing, structuring and negotiating the financial aspects of any potential or proposed Financing;
- (d) to the extent necessary or appropriate, coordinating due diligence review;
- (e) if requested, advising and assisting the Company in making presentations to the Board of Directors of the Company concerning the Financing; and
- (f) providing such other financial advisory services as may be agreed in writing between GLC and the Company.