
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

Root, Inc.
(Name of Issuer)

Class A Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

77664L108
(CUSIP Number)

Andrew J. Schader, Esq.
Silver Lake
55 Hudson Yards
550 West 34th Street, 40th Floor
New York, NY 10001
(212) 981-5600

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With copies to:

Kenneth Wallach, Esq.
Hui Lin, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000

October 30, 2020
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons. SLP Omni Aggregator, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 9,259,259
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 9,259,259
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,259,259	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.6% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) Calculated pursuant to Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Shares of Class A Common Stock beneficially owned represent 3.7% of the total common stock of the Issuer. See Item 5.

1.	Names of Reporting Persons. SLP VI Aggregator GP, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 9,259,259
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 9,259,259
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,259,259	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.6% (1)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Calculated pursuant to Rule 13d-3 of the Exchange Act. Shares of Class A Common Stock beneficially owned represent 3.7% of the total common stock of the Issuer. See Item 5.

1.	Names of Reporting Persons. Silver Lake Technology Associates VI, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 9,259,259
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 9,259,259
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,259,259	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.6% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) Calculated pursuant to Rule 13d-3 of the Exchange Act. Shares of Class A Common Stock beneficially owned represent 3.7% of the total common stock of the Issuer. See Item 5.

1.	Names of Reporting Persons. SLTA VI (GP), L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 9,259,259
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 9,259,259
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,259,259	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.6% (1)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Calculated pursuant to Rule 13d-3 of the Exchange Act. Shares of Class A Common Stock beneficially owned represent 3.7% of the total common stock of the Issuer. See Item 5.

1.	Names of Reporting Persons. Silver Lake Group, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 9,259,259
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 9,259,259
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,259,259	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.6% (1)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Calculated pursuant to Rule 13d-3 of the Exchange Act. Shares of Class A Common Stock beneficially owned represent 3.7% of the total common stock of the Issuer. See Item 5.

Item 1. Security and Issuer

This Schedule 13D (the “Schedule 13D”) relates to the Class A common stock, \$0.0001 par value per share (the “Class A Common Stock”) of Root, Inc., a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at 80 E. Rich Street, Suite 500, Columbus, Ohio 43215.

Item 2. Identity and Background

(a) and (f). This Schedule 13D is being filed jointly on behalf of the following persons (collectively, the “Reporting Persons”), each of which is a Delaware entity:

1. SLP Omni Aggregator, L.P. (“SLP Omni”),
2. SLP VI Aggregator GP, L.L.C. (“Omni GP”),
3. Silver Lake Technology Associates VI, L.P. (“SLTA”),
4. SLTA VI (GP), L.L.C. (“SLTA GP”), and
5. Silver Lake Group, L.L.C. (“SLG”).

The Reporting Persons have entered into an agreement of joint filing, a copy of which is attached hereto as Exhibit A.

(b) and (c). The general partner of SLP Omni is Omni GP. The managing member of Omni GP is SLTA. The general partner of SLTA is SLTA GP. The managing member of SLTA GP is SLG. Certain information concerning the identity and background of each of the managing members of SLG is set forth in Annex A attached hereto, which is incorporated herein by reference in response to this Item 2. The principal business of SLP Omni is to invest in securities. The principal business of Omni GP is to serve as the general partner of SLP Omni and certain of its affiliates. The principal business of SLTA is to serve as the managing member of Omni GP and to manage investments through other partnerships and limited liability companies. The principal business of SLTA GP is to serve as the general partner of SLTA and to manage investments through other partnerships and limited liability companies. The principal business of SLG is to serve as the managing member of SLTA GP and to manage investments through other partnerships and limited liability companies. The principal office of each of the Reporting Persons is located at c/o Silver Lake, 2775 Sand Hill Road, Suite 100, Menlo Park, California 94025.

(d) and (e). None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the persons listed on Annex A attached hereto has, during the past five years, been convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors), nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On October 19, 2020, the Issuer entered into a Common Stock Purchase Agreement (the “Purchase Agreement”) with an affiliate of SLG. Pursuant to the Purchase Agreement, immediately subsequent to the closing of the initial public offering of the Issuer on October 30, 2020, SLP Omni purchased from the Issuer 9,259,259 shares of Class A Common Stock for a purchase price of \$249,999,993, or \$27.00 per share, which was the initial public offering price of a share of Class A Common Stock in the initial public offering of the Issuer. The funds required for the purchase by SLP Omni were provided through equity contributions from equityholders of SLP Omni.

Item 4. Purpose of Transaction

The information set forth in or incorporated by reference in Item 6 of this Schedule 13D is incorporated by reference in its entirety into this Item 4.

Each of the Reporting Persons acquired the Class A Common Stock for investment purposes.

Although the Reporting Persons do not currently have any specific plan or proposal to sell the Class A Common Stock, except as described herein, each Reporting Person, consistent with its investment purpose and subject to the agreements described in Item 6 below, at any time and from time to time may acquire additional securities of the Issuer or dispose of any or all of its securities of the Issuer (including, without limitation, distributing some or all of such shares of Class A Common Stock to such Reporting Person's members, partners, stockholders or beneficiaries, as applicable, transferring shares of Class A Common Stock to affiliated transferees, or the entry into a total return swap, asset swap or repurchase transaction), depending upon an ongoing evaluation of its investment in the Issuer, the price and availability of the Issuer's securities, the Issuer's business and the Issuer's prospects, applicable legal restrictions, prevailing market conditions, other investment opportunities, tax considerations, liquidity requirements of such Reporting Person and/or other investment considerations.

Each Reporting Person, solely in its capacity as a shareholder of the Issuer, may engage in communications with one or more other shareholders or other securityholders of the Issuer, one or more officers of the Issuer and/or one or more members of the board of directors of the Issuer and/or one or more representatives of the Issuer regarding the Issuer, including but not limited to its operations. Each of the Reporting Persons, in its capacity as a shareholder of the Issuer, may discuss ideas that, if effected, may relate to or result in any of the matters listed in Items 4(a)-(j) of Schedule 13D.

Other than as described above, none of the Reporting Persons nor, to the knowledge of each Reporting Person, any individuals listed in Annex A attached hereto, currently has any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a) through (j) of Schedule 13D, although the Reporting Persons may, at any time and from time to time, review or reconsider their position, change their purpose and/or formulate plans or proposals with respect thereto. As a result of these activities, one or more of the Reporting Persons may suggest or take a position with respect to potential changes in the operations, management, or capital structure of the Issuer as a means of enhancing stockholder value. Such suggestions or positions may include one or more plans or proposals that relate to or would result in any of the actions described in Items 4(a) through (j) of Schedule 13D.

Item 5. Interest in Securities of the Issuer

The information contained in rows 7, 8, 9, 10, 11 and 13 on each of the cover pages of this Schedule 13D and the information set forth or incorporated in Items 2, 3 and 6 is incorporated by reference in its entirety into this Item 5.

(a) – (b) The Reporting Persons may be deemed to beneficially own 9,259,259 shares of the Issuer's Class A Common Stock, or 15.6% of the Class A Common Stock as calculated pursuant to Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The shares of Class A Common Stock beneficially owned represent approximately 3.7% of the total common stock of the Issuer, representing approximately 0.5% of the total voting power of all common stock.

Calculations of beneficial ownership and voting power described herein are based 59,443,588 shares of Class A Common Stock and 189,906,967 shares of Class B common stock of the Issuer outstanding as of October 30, 2020, as set forth in the Issuer's prospectus dated October 27, 2020, filed on October 29, 2020.

Information with respect to the beneficial ownership of Class A Common Stock by the individuals listed in Annex A is set forth in Annex A attached hereto and incorporated herein by reference in response to this Item 5.

(c) Other than as described in Item 3 of this Schedule 13D, none of the Reporting Persons, or, to the best knowledge of the Reporting Persons, any other person listed in Annex A, have effected any transaction in Class A Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth or incorporated in Items 3, 4 and 5 are incorporated by reference in its entirety into this Item 6.

Lock-up Agreement

Pursuant to the Purchase Agreement, SLP Omni agreed with the Issuer that it would not sell or otherwise transfer or dispose of the shares of Class A Common Stock purchased under the Purchase Agreement, other than to donees, partners or affiliates who agree to be similarly bound, for up to 180 days following the effective date of the initial public offering. In connection with the initial public offering and as required by the Purchase Agreement, SLP Omni entered into a lock-up agreement with certain underwriters for the Issuer's initial public offering (the "Lock-up Agreement"), agreeing that for a period of 180 days after the date of the final prospectus related to the initial public offering, subject to specified exceptions, it will not offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Class A Common Stock, or any options or warrants to purchase any shares of Class A Common Stock, or any securities convertible into, or exchangeable or exercisable for or that represent the right to receive, shares of Class A Common Stock.

Piggyback Registration Rights

In connection with the entry into the Purchase Agreement, the Issuer and an affiliate of SLP Omni entered into an Amendment (the "Amendment") to the Fifth Amended and Restated Investors' Rights Agreement (the "Existing Rights Agreement"), dated as of October 28, 2020, pursuant to which the Issuer agreed that in the event that the Issuer proposes to register any of its securities under the Securities Act of 1933, as amended, either for its own account or for the account of other security holders, SLP Omni will be entitled to certain piggyback registration rights allowing it to include its shares in such registration, subject to certain marketing and other limitations.

References to and descriptions of the Purchase Agreement, the Lock-up Agreement, the Existing Rights Agreement and the Amendment set forth above are not intended to be complete and are qualified in their entirety by reference to the full text of such agreement or document, each of which is filed as an exhibit hereto and is incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

- A. Joint Filing Agreement by and among the Reporting Persons.
- B. Common Stock Purchase Agreement by and between the Registrant and Silver Lake Partners VI, L.P., dated October 19, 2020 (incorporated herein by reference from Exhibit 10.16 to the Issuer's Registration Statement on Form S-1 (File No. 333-249692)).
- C. Lock-Up Agreement, dated as of October 27, 2020.
- D. Fifth Amended and Restated Investors' Rights Agreement, dated as of November 25, 2019 (incorporated herein by reference from Exhibit A to Exhibit 4.2 to the Issuer's Registration Statement on Form S-1 (File No. 333-249692)).
- E. Amendment to the Fifth Amended and Restated Investors' Rights Agreement, dated as of October 28, 2020 (incorporated herein by reference from Exhibit A to Exhibit 10.16 to the Issuer's Registration Statement on Form S-1 (File No. 333-249692)).

Signatures

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: November 6, 2020

SLP Omni Aggregator, L.P.

By: SLP VI Aggregator GP, L.L.C. its general partner
By: Silver Lake Technology Associates VI, L.P., its
managing member

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

SLP VI Aggregator GP, L.L.C.

By: Silver Lake Technology Associates VI, L.P., its
managing member

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

Silver Lake Technology Associates VI, L.P.

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

SLTA VI (GP), L.L.C.

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

Silver Lake Group, L.L.C.

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

Annex A

The following sets forth the name and principal occupation of each of the managing members of Silver Lake Group, L.L.C., each of whom is a citizen of the United States.

<u>Name</u>	<u>Business Address</u>	<u>Principal Occupation</u>
Michael Bingle	c/o Silver Lake 55 Hudson Yards 550 West 34th Street, 40th Floor New York, NY 10001	Managing Member and Managing Partner of Silver Lake Group, L.L.C.
Egon Durban	c/o Silver Lake 2775 Sand Hill Road, Suite 100 Menlo Park, California 94025	Co-CEO and Managing Member of Silver Lake Group, L.L.C.
Kenneth Hao	c/o Silver Lake 2775 Sand Hill Road, Suite 100 Menlo Park, California 94025	Chairman and Managing Member of Silver Lake Group, L.L.C.
Gregory Mondre	c/o Silver Lake 55 Hudson Yards 550 West 34th Street, 40th Floor New York, NY 10001	Co-CEO and Managing Member of Silver Lake Group, L.L.C.
Joseph Osness	c/o Silver Lake 55 Hudson Yards 550 West 34th Street, 40th Floor New York, NY 10001	Managing Member and Managing Partner of Silver Lake Group, L.L.C.

None of the persons listed above beneficially owns any shares of Class A Common Stock.

JOINT FILING AGREEMENT

PURSUANT TO RULE 13D-1(K)(1)

The undersigned acknowledge and agree that the Statement on Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the shares of Class A Common Stock, \$0.0001 par value per share, of Root, Inc., is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned that is named as a reporting person in such filing without the necessity of filing an additional joint filing agreement. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This joint filing agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated: November 6, 2020

SLP Omni Aggregator, L.P.

By: SLP VI Aggregator GP, L.L.C. its general partner

By: Silver Lake Technology Associates VI, L.P.

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

SLP VI Aggregator GP, L.L.C.

By: Silver Lake Technology Associates VI, L.P.

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

Silver Lake Technology Associates VI, L.P.

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

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

SLTA VI (GP), L.L.C.

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

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

Silver Lake Group, L.L.C.

By: /s/ Andrew J. Schader

Name: Andrew J. Schader

Title: Managing Director and General Counsel

[Root, Inc. Joint Filing Agreement]

Root, Inc.**Lock-Up Agreement****October 27, 2020**

Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC
Barclays Capital Inc.

c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

c/o Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Re: Root, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Root, Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of the Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC"). As used herein, the term "Common Stock" means the Class A Common Stock together with the Class B common stock, par value \$0.0001 per share ("Class B Common Stock"), of the Company.

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this letter (the "Lock-Up Agreement") and continuing to and including the date that is 180 days after the date (the "Public Offering Date") set forth on the final prospectus (the "Prospectus") used to sell the Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, or exchangeable or exercisable for or that represent the right to receive, shares of Common Stock (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without

limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Common Stock or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) described in (i) or (ii) above would be settled by delivery of shares of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. In addition, the undersigned agrees that, without the prior written consent of at least two of Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc., it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, if the undersigned is an officer (within the meaning of Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or director, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

In addition, and notwithstanding the provisions of the second paragraph of this Lock-Up Agreement, if (i) the Lock-Up Period is scheduled to end during a Blackout Period (as defined below) or within ten Trading Days (as defined below) prior to a Blackout Period and (ii) the Company shall have publicly released its earnings results for the quarterly period during which the Public Offering occurred, the Lock-Up Period shall end at the opening of the trading window immediately preceding the applicable Blackout Period; *provided, that* in no event may the Lock-Up Period end prior to 120 days after the Public Offering Date. In the event that, the opening of the trading window immediately preceding the applicable Blackout Period is earlier than 120 days after the Public Offering Date, the Lock-Up Period shall end on the 120th day after the Public Offering date but only if such 120th day is at least five Trading Days prior to the commencement of the Blackout Period (and, if not, then the provisions of the second paragraph of this Lock-Up Agreement shall remain in place). Any expiration of the Lock-Up Period prior to the 180th day after the Public Offering Date pursuant to this paragraph shall be referred to as a "Blackout-Related Release". Notwithstanding the foregoing, a Blackout-Related Release shall not occur unless the Company shall have announced the date of the Blackout-Related Release through a major news service, or on a Form 8-K, at least five Trading Days in advance of the Blackout-Related Release. For purposes of this paragraph, a "Trading Day" is a day on which the New York Stock Exchange and the Nasdaq Stock Market are open for the buying and selling of securities. For purposes of this Lock-Up Agreement, "Blackout Period" shall mean a broadly applicable period during which trading in the Company's securities would not be permitted under the Company's insider trading policy.

If the undersigned is an officer or director of the Company, (i) Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc. agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc. will notify the Company of the impending release or waiver, and (ii) the

Company has agreed or will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc. hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned (a) may transfer the undersigned's shares of Common Stock:

- i. as a *bona fide* gift or gifts or for *bona fide* estate planning purposes, provided that the donee or donees thereof shall execute and deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement, provided further that any such transfer shall not involve a disposition for value, and provided further that no filing under Section 16(a) of the Exchange Act or otherwise shall be required or voluntarily made during the Lock-Up Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs, provided that any such required Form 5 filing shall clearly indicate in the footnotes thereto the nature and conditions of such transfer);
- ii. to any immediate family member of the undersigned or to any trust for the direct or indirect benefit of the undersigned or an immediate family member of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust (including such beneficiary's estate) of the undersigned, provided that the trustee of the trust shall execute and deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement, provided further that any such transfer shall not involve a disposition for value and provided further that no filing under Section 16(a) of the Exchange Act, or otherwise shall be required or voluntarily made during the Lock-Up Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs, provided that any such required Form 5 filing shall clearly indicate in the footnotes thereto the nature and conditions of such transfer);
- iii. upon death or by will, testamentary document or intestate succession, provided that the transferee shall execute and deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement, provided further that any such transfer shall not involve a disposition for value, and provided further that no filing under Section 16(a) of the Exchange Act, or otherwise shall be voluntarily made during the Lock-Up Period;
- iv. in connection with a sale of the undersigned's shares of Common Stock acquired (A) from the Underwriters in the Public Offering or (B) in open market transactions after the completion of the Public Offering, provided that no filing under Section 16(a) of the Exchange Act, or otherwise shall be required or voluntarily made during the Lock-Up Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs, provided that any such required Form 5 filing shall clearly indicate in the footnotes thereto the nature and conditions of such transfer);
- v. if the undersigned is a partnership, limited liability company, corporation, trust or other business entity (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (within the meaning set forth in Rule 405 as promulgated by the SEC under the Securities Act of 1933, as amended, and including the

subsidiaries of the undersigned) of the undersigned, (B) to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership) or (C) as part of a distribution, transfer or disposition by the undersigned to its stockholders, limited partners, general partners, limited liability company members or other equityholders or to the estate of any such stockholders, limited partners, general partners, limited liability company members or equityholders, provided that the transferee shall execute and deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement, provided further that any such transfer shall not involve a disposition for value, and provided further that no filing under Section 16(a) of the Exchange Act nor any other public filing or disclosure by or on behalf of the undersigned shall be voluntarily made during the Lock-Up Period, and provided further that, if the undersigned is required to file a report under Section 16(a) of the Exchange Act during the Lock-Up Period, such report shall clearly indicate in the footnotes thereto the nature and conditions of such transfer and that the transferee agrees to be bound in writing by the restrictions set forth herein;

- vi. to the Company in connection with the exercise of options, including “net” or “cashless” exercises, including any transfer of shares of Common Stock to the Company for the payment of tax withholdings or remittance payments due as a result of the exercise of any such options; provided, that in all such cases, (A) the exercise be pursuant to equity awards granted under a stock incentive plan or other equity award plan that is described in the Prospectus, and (B) any shares of Common Stock received upon such exercise shall be subject to the terms of this Lock-Up Agreement; provided further that no filing under Section 16(a) of the Exchange Act, or otherwise shall be required or shall be voluntarily made during the Lock-Up Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs, provided that any such required Form 5 filing shall clearly indicate in the footnotes thereto the nature and conditions of such transfer);
- vii. by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement, provided that the transferee shall execute and deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement, provided further that any such transfer shall not involve a disposition for value, and provided further that any filings under Section 16(a) of the Exchange Act, or any other public filing or disclosure of such transfer by or on behalf of the undersigned, shall clearly indicate in the footnotes thereto that such transfer was by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement;
- viii. to the Company, in connection with the repurchase of shares of Common Stock issued pursuant to an employee benefit plan disclosed in the Prospectus or pursuant to the agreements pursuant to which such shares were issued as disclosed in the Prospectus or the Registration Statement, in each case, upon termination of the undersigned’s relationship with the Company, provided that any filings under Section 16(a) of the Exchange Act, or any other public filing or disclosure of such transfer by or on behalf of the undersigned, shall clearly indicate in the footnotes thereto that such transfer was to the Company in connection with the repurchase of shares of Common Stock;
- ix. pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Company’s capital stock and approved by the board

of directors of the Company, and the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of at least 75% of total voting power of the voting stock of the Company or the surviving entity (a “Change of Control Transaction”), provided that in the event that the Change of Control Transaction is not completed, the undersigned’s shares shall remain subject to the provisions of this Lock-Up Agreement; provided, further that so long as the undersigned’s shares are not transferred, sold or tendered, such shares shall remain subject to this Lock-Up Agreement;

- x. to the Company in connection with the conversion or reclassification of the outstanding equity securities of the Company into shares of Common Stock, including the conversion or reclassification of the outstanding shares of common stock or preferred stock of the Company into shares of Class B Common Stock in connection with the consummation of the Public Offering or the conversion of outstanding shares of Class B Common Stock into shares of Class A Common Stock in accordance with the Company’s certificate of incorporation, or any reclassification or conversion of the Company’s Common Stock, as described and as contemplated in the Prospectus, provided that any such shares of Common Stock received upon such conversion or reclassification shall be subject to the terms of this Lock-Up Agreement; and
- xi. with the prior written consent of at least two of Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc. on behalf of the Underwriters; and

(b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of securities of the undersigned, if then permitted by the Company, provided that the securities subject to the plan may not be sold during the Lock-Up Period; provided further, that to the extent a public announcement, report or filing under the Exchange Act regarding the establishment of such plan shall be required during the Lock-Up Period, such announcement, report or filing shall include a statement to the effect that no transfer of securities subject to such plan may be made under such plan until after the expiration of the Lock-Up Period; and provided further, that, no such filing under Section 16 of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be voluntarily made during the Lock-Up Period.

For purposes of this Lock-Up Agreement, “immediate family member” shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s shares of Common Stock except in compliance with the foregoing restrictions.

In the event that, during the Lock-Up Period, at least two of Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Barclays Capital Inc. (the “Release Agents”) release or waive any prohibition set forth in this Lock-Up Agreement on the Transfer of Common Stock or Derivative Instruments held by any director, officer or holder of greater than 1% of the Company’s outstanding voting securities (other than the undersigned), the same percentage of the total number of outstanding shares of Common Stock and Derivative Instruments held by the undersigned on the date of such release or waiver as the percentage of the total number of outstanding shares of Common Stock and Derivative Instruments held by such director, officer or holder of greater than 1% of the Company’s outstanding voting securities on the date of such release or waiver that are the subject of such release and waiver shall be immediately and fully released on the same terms from the applicable prohibitions set forth herein. Notwithstanding the

foregoing, the provisions of this paragraph shall not apply (1) if the release or waiver is effected solely to permit a transfer not involving a disposition for value, and if the transferee agrees in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of transfer, (2) if the releases or waivers granted by the Release Agents in an amount of Common Stock and Derivative Instruments, individually or in the aggregate for all such releases (whether in one or multiple releases), are less than or equal to \$5,000,000 in the aggregate, (3) if the release or waiver is granted due to circumstances of an emergency or hardship as determined by the Release Agents in their sole judgment or (4) to any Blackout-Related Release. The Release Agents shall use commercially reasonable efforts to promptly notify the Company of each such release (provided that the failure to provide such notice shall not give rise to any claim or liability against the Release Agents or the Underwriters). The undersigned further acknowledges that the Release Agents are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by the Release Agents of any such notice, which is a matter between the undersigned and the Company.

It is understood that this Lock-Up Agreement shall immediately be terminated and the undersigned shall be released from all obligations under this Lock-Up Agreement if (i) the Company notifies the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the SEC, prior to the execution of the Underwriting Agreement, to withdraw the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is then terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the Shares to be sold thereunder, or (iv) the Public Offering shall not have been completed by January 31, 2021, in the event the Underwriting Agreement has not been executed by such date; provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date for a period of up to an additional 90 days.

The undersigned hereby consents to receipt of this Lock-Up Agreement in electronic form and understands and agrees that this Lock-Up Agreement may be signed electronically. In the event that any signature is delivered by facsimile transmission, electronic mail, or otherwise by electronic transmission evidencing an intent to sign this Lock-Up Agreement, such facsimile transmission, electronic mail or other electronic transmission shall create a valid and binding obligation of the undersigned with the same force and effect as if such signature were an original. Execution and delivery of this Lock-Up Agreement by facsimile transmission, electronic mail or other electronic transmission is legal, valid and binding for all purposes.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned nor has solicited any action from the undersigned with respect to the Public Offering of the Shares, this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to you in connection with the Public Offering, the Underwriters are not making a recommendation to you to participate in the Public Offering or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print full name)

IF AN ENTITY:

SLP OMNI AGGREGATOR, L.P.

By: SLP VI Aggregator GP, L.L.C.

By: Silver Lake Technology Associates VI, L.P.

By: SLTA VI (GP), L.L.C.

By: Silver Lake Group, L.L.C.

(please print complete name of entity)

By: /s/ Greg Mondre
(duly authorized signature)

Name: Greg Mondre
(please print full name)

Title: Co-CEO
(please print full title)