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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

SMART GLOBAL HOLDINGS, INC.
(Name of Issuer)

Ordinary shares, par value \$0.03 per share
(Title of Class of Securities)

G8232Y101
(CUSIP Number)

Karen M. King, Esq.
Silver Lake
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
(650) 233-8120

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

With copies to:

Daniel N. Webb, Esq.
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
(650) 251-5000

April 3, 2018
(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 ("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. Silver Lake Partners III Cayman (AIV III), L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 6,138,094
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 6,138,094
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 6,138,094	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 27.8%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Silver Lake Technology Investors III Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 33,077
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 33,077
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 33,077	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.1%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Silver Lake Technology Associates III Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 6,171,171
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 6,171,171
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 6,171,171	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 27.9%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Silver Lake (Offshore) AIV GP III, Ltd.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 6,171,171
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 6,171,171
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 6,171,171	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 27.9%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. Silver Lake Sumeru Fund Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,048,465
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,048,465
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,048,465	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 13.8%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Silver Lake Technology Investors Sumeru Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 37,119
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 37,119
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 37,119	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.2%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Silver Lake Technology Associates Sumeru Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,085,584
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,278,716 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,278,716 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 14.8% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) See Items 5 and 6.

1.	Names of Reporting Persons. SLTA Sumeru (GP) Cayman, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,085,584
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,278,716 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,278,716 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 14.8% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) See Items 5 and 6.

1.	Names of Reporting Persons. Silver Lake Sumeru (Offshore) AIV GP, Ltd.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" 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 Cayman Islands	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,085,584
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,278,716 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,278,716 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 14.8% (1)	
14.	Type of Reporting Person (See Instructions) CO	

(1) See Items 5 and 6.

This Amendment No. 3 (the "Amendment No. 3"), being filed by Silver Lake Partners III Cayman (AIV III), L.P. ("SLP III Cayman"), Silver Lake Technology Investors III Cayman, L.P. ("SLTI III Cayman," and together with SLP III Cayman, the "SLP III Cayman Entities"), Silver Lake Technology Associates III Cayman, L.P. ("SLTA III Cayman"), Silver Lake (Offshore) AIV GP III, Ltd. ("SL III Offshore Ltd"), Silver Lake Sumeru Fund Cayman, L.P. ("SLS Cayman"), Silver Lake Technology Investors Sumeru Cayman, L.P. ("SLTI Sumeru Cayman," and together with SLS Cayman, the "SLS Cayman Entities," and collectively with the SLP III Cayman Entities, the "Silver Lake Investors"), Silver Lake Technology Associates Sumeru Cayman, L.P. ("SLTA Sumeru Cayman"), SLTA Sumeru (GP) Cayman, L.P. ("SLTA Sumeru GP Cayman"), and Silver Lake Sumeru (Offshore) AIV GP, Ltd. ("SL Sumeru Offshore Ltd" and collectively with SLTA III Cayman, SL III Offshore Ltd, the Silver Lake Investors, SLTA Sumeru Cayman and SLTA Sumeru GP Cayman, the "Reporting Persons), amends the Schedule 13D initially filed on June 9, 2017, as amended by Amendment No. 1 on December 4, 2017 and Amendment No. 2 on March 16, 2018 (as so amended, the "Prior 13D", and as amended by this Amendment No. 3, the "Schedule 13D"), relating to the Ordinary shares, par value \$0.03 per share (the "Ordinary Shares"), of SMART Global Holdings, Inc., a Cayman Islands corporation (the "Issuer"). The Items below amend the information disclosed under the corresponding Items of the Prior 13D as described below. Except as specifically provided herein, this Amendment No. 3 does not modify any of the information previously reported in the Prior 13D. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Prior 13D.

Item 4. Purpose of the Transaction.

Item 4 of the Prior 13D is hereby amended and supplemented by inserting the following at the end thereof:

James Davidson is no longer a member of the board of directors of the Issuer.

Item 5. Interest in Securities of the Issuer.

Item 5(a) – (b) of the Prior 13D is hereby amended and restated as follows:

The information contained in rows 7, 8, 9, 10, 11, 12 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 of this Schedule 13D is incorporated by reference in its entirety into this Item 5.

(a) – (b) By virtue of the relationships and agreements among the Reporting Persons described herein, the Reporting Persons are a group within the meaning of Section 13(d)(5) of the rules and regulations promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Exchange Act"). As such, the Reporting Persons may be deemed to beneficially own an aggregate of 9,449,887 Ordinary Shares of the Issuer, which includes (i) 6,138,094 Ordinary Shares held by SLP III Cayman; (ii) 33,077 Ordinary Shares held by SLTI III Cayman; (iii) 3,048,465 Ordinary Shares held by SLS Cayman; (iv) 37,119 Ordinary Shares held by SLTI Sumeru Cayman and (v) 193,132 Ordinary Shares held by Mr. Shah and his affiliated investment vehicles (see "Sponsor Shareholders Agreement" in Item 6 of the Schedule 13D), representing in the aggregate approximately 42.7% of the issued and outstanding Ordinary Shares of the Issuer.

The beneficial ownership reported herein does not include Ordinary Shares beneficially owned by certain investors in the Issuer over which the Reporting Persons may be deemed to share dispositive power by virtue of the rights and obligations set forth in the Investors Shareholders Agreement described further in Item 6 of the Schedule 13D. The Reporting Persons disclaim beneficial ownership over any such Ordinary Shares.

The percentages of beneficial ownership in this Schedule 13D are based on 22,106,135 Ordinary Shares of the Issuer outstanding as of February 23, 2018, as reflected in the Issuer's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on March 22, 2018.

Information with respect to the beneficial ownership of Ordinary Shares by the directors of SL III Offshore Ltd and SL Sumeru Offshore Ltd is set forth in Annex A of Amendment No. 2 to the Schedule 13D and incorporated herein by reference in response to this Item 5.

The beneficial ownership reported herein does not include Ordinary Shares underlying the options to purchase Ordinary Shares held by Mr. Shah as described in Item 6 of this Schedule 13D.

Item 5(c) is hereby amended and restated as follows:

(c) On April 3, 2018, (i) SLP III Cayman sold 1,326,186 Ordinary Shares; (ii) SLTI III Cayman sold 7,147 Ordinary Shares; (iii) SLS Cayman sold 658,647 Ordinary Shares and (iv) SLTI Sumeru Cayman sold 8,020 Ordinary Shares, in a block trade at a price of \$45.20 per share.

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

The section entitled "Sponsor Shareholder Agreement" in Item 6 of the Prior 13D is hereby amended and supplemented by inserting the following at the end thereof:

In connection with the sale on April 3, 2018 of Ordinary Shares by the Silver Lake Investors as described in Item 5(c) above, the Issuer and the Silver Lake Investors waived any requirement that the Shah Co-Investors participate in such sale on a pro-rata basis pursuant to Section 3.5 of the Sponsor Shareholders Agreement.

In addition, Item 6 of the Prior 13D is hereby amended and supplemented by inserting the following to the end thereof:

In connection with the sale on April 3, 2018 of Ordinary Shares by the Silver Lake Investors as described in Item 5(c) above, the Silver Lake Investors entered into a lock-up agreement (the "April 2018 Lock-Up Agreement") and agreed with Deutsche Bank Securities Inc., the purchaser of the Ordinary Shares, subject to certain exceptions, not to (i) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Ordinary Shares (including, without limitation, Ordinary Shares that may be deemed to be beneficially owned by such persons in accordance with the rules and regulations of the Securities and Exchange Commission and Ordinary Shares that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Ordinary Shares, (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Ordinary Shares, whether any such transaction described in clause (i) above or this clause (ii) is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise, (iii) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares or any other securities of the Issuer, or (iv) publicly disclose the intention to do any of the foregoing, in each case for a period commencing on the date of the lock-up agreement and ending on the 30th day after the date of the sale, except with the prior written consent of Deutsche Bank Securities Inc.

The foregoing description of the April 2018 Lock-Up Agreement is qualified in its entirety by reference to the April 2018 Lock-Up Agreement, which is filed as Exhibit J to this Schedule 13D and incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Prior 13D is hereby amended by adding the following to the end thereof:

J. Lock-Up Letter Agreement

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: April 5, 2018

Silver Lake Partners III Cayman (AIV III), L.P.

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

By: Silver Lake (Offshore) AIV GP III, Ltd., its general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Technology Investors III Cayman, L.P.

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

By: Silver Lake (Offshore) AIV GP III, Ltd., its general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Technology Associates III Cayman, L.P.

By: Silver Lake (Offshore) AIV GP III, Ltd., its general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake (Offshore) AIV GP III, Ltd.

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Sumeru Fund Cayman, L.P.

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

By: SLTA Sumeru (GP) Cayman, L.P., its general partner

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Technology Investors Sumeru Cayman, L.P.

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

By: SLTA Sumeru (GP) Cayman, L.P., its general partner

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its
general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Technology Associates Sumeru Cayman, L.P.

By: SLTA Sumeru (GP) Cayman, L.P., its general partner

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its
general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

SLTA Sumeru (GP) Cayman, L.P.

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its general
partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Sumeru (Offshore) AIV GP, Ltd.

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

LOCK-UP LETTER AGREEMENT

April 3, 2018

DEUTSCHE BANK SECURITIES INC.

60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

This letter agreement is entered into in connection with the sale on the date hereof (the "**Sale**") to you (the "**Bank**") by the undersigned of shares (the "**Shares**") of ordinary shares, par value \$0.03 per share (the "**Ordinary Shares**"), of SMART Global Holdings, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**") pursuant to Rule 144 under the Securities Act of 1933, as amended (the "**Securities Act**").

In consideration of your agreement to purchase the shares in the Sale, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of the Bank, the undersigned will not, directly or indirectly, (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Ordinary Shares (including, without limitation, Ordinary Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Ordinary Shares that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Ordinary Shares, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Ordinary Shares, whether any such transaction described in clause (1) above or this clause (2) is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise, (3) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares or any other securities of the Company, or (4) publicly disclose the intention to do any of the foregoing, in each case for a period commencing on the date hereof and ending on the 30th day after the date of this letter (such 30-day period, the "**Lock-Up Period**").

The foregoing paragraph shall not apply to: (a) transactions relating to Ordinary Shares or other securities acquired in the open market after the completion of the Sale; (b) [reserved] (c) (i) *bona fide* gifts to any person, (ii) contributions to a family foundation for *bona fide* estate or tax planning purposes, (iii) transfers that are made

exclusively between and among the undersigned or members of the undersigned's family, or any trust for the direct or indirect benefit of the undersigned or members of the undersigned's family, or any affiliates of the undersigned or, (iv) if the undersigned is a corporation, limited partnership, limited liability company or other entity, transfers to its shareholders, limited partners or members; *provided* that it shall be a condition to any transfer pursuant to this clause (c) that (A) subject to clause (j) below, the transferee/donee agrees to be bound by the terms of this letter agreement to the same extent as if the transferee/donee were a party hereto, and (B) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period (except that, if required by law, such party may make such a filing or public announcement, *provided* such filing or public announcement does not report a reduction in beneficial ownership); (d) transfers by will or intestacy or by operation of law, such as pursuant to a domestic relations order or in connection with a divorce settlement; *provided* that it shall be a condition to any transfer pursuant to this clause (d) that the transferee/donee agrees to be bound by the terms of this letter agreement to the same extent as if the transferee/donee were a party hereto; (e) the exercise of warrants or the exercise of stock options granted pursuant to the Company's equity incentive plans or that are otherwise outstanding on the date hereof; *provided*, that the restrictions in this letter agreement shall apply to Ordinary Shares issued upon such exercise; (f) forfeitures or cancellations of Ordinary Shares to the Company to satisfy tax withholding requirements; (g) the establishment or amendment of any contract, instruction or plan in accordance with Rule 10b5-1 (a "*Rule 10b5-1 Plan*") under the Exchange Act; *provided*, *however*, that, prior to the expiration of the Lock-Up Period, no sales of Ordinary Shares or securities convertible into, or exchangeable or exercisable for, Ordinary Shares, shall be made pursuant to a Rule 10b5-1 Plan that is established during the Lock-Up Period; *provided further*, that to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Ordinary Shares may be made under such 10b5-1 Plan during the Lock-Up Period; (h) the sale of Ordinary Shares pursuant to a Rule 10b5-1 Plan (provided that such plan was established prior to the execution of this agreement by the undersigned); *provided* that any filing under the Exchange Act that is made in connection with any such sales during the Lock-Up Period shall state that such sales have been executed under a Rule 10b5-1 Plan; (i) any demands or requests for, exercise any right with respect to, or take any action in preparation of, the registration by the Company under the Securities Act of the undersigned's Ordinary Shares, *provided* that no transfer of the undersigned's Ordinary Shares registered pursuant to the exercise of any such right may take place and no registration statement shall be filed under the Securities Act with respect to any of the undersigned's Ordinary Shares during the Lock-Up Period; (j) the transfers of Ordinary Shares in connection with distributions to the officers or employees of the general partner, managing member or other controlling entity of, or investment advisor to, the undersigned and/or its affiliates, provided that (A)

such transferred Ordinary Shares are promptly donated by such officers or employees to charitable organizations, (B) the aggregate number of such donated shares by all such officers and employees pursuant to this clause (j), when taken together with the aggregate number of such donated shares by all officers and employees pursuant to a similar exception contained in lock-up letter agreements executed by affiliates of Silver Lake Partners or Silver Lake Sumeru in connection with the Sale, shall not exceed 2.0% of the aggregate number of Ordinary Shares sold in the Sale by the undersigned and the other investment funds affiliated with Silver Lake Partners or Silver Lake Sumeru, (C) the undersigned shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period (except that, if required by law, the undersigned may make such a filing or public announcement, provided such filing or public announcement includes a statement that such transfer or disposition is not a transfer for value), and (D) for the avoidance of doubt, donees pursuant to this clause (j) shall not be required to sign a lock-up agreement; (k) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar business combination transaction made to all holders of the Ordinary Shares involving a Change of Control (as defined below) of the Company (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Ordinary Shares (or any security convertible into or exercisable or exchangeable for Ordinary Shares), or vote any Ordinary Shares in favor of such transaction); *provided*, that, in the event that such transaction is not completed, the Ordinary Shares owned by the undersigned shall remain subject to the restrictions contained in this agreement; and (l) transfers of Ordinary Shares pledged in a bona fide transaction to third parties as collateral to secure obligations pursuant to lending or other arrangements between such third parties (or their affiliates or designees) and the undersigned and/or its affiliates or any similar arrangement relating to a financing arrangement for the benefit of the undersigned and/or its affiliates; *provided*, that in the case of pledges or similar arrangements under this clause (l), any such pledgee or other party shall, upon foreclosure on the pledged securities, sign and deliver a lock up letter substantially in the form of this letter agreement.

For purposes of this letter agreement, "Change of Control" means the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than the Bank pursuant to the Sale), of the Ordinary Shares if such person or group of affiliated persons did not hold, immediately prior to such transfer, and, immediately after such transfer, would hold, a majority of the outstanding voting securities of the Company (or the surviving entity).

In furtherance of the foregoing, the Company and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this letter agreement.

The undersigned understands that the Company and the Bank will proceed with the Sale in reliance on this letter agreement.

For the avoidance of doubt, affiliates of the undersigned that have not separately signed a lock-up agreement may engage in brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, principal investing and other similar activities conducted in the ordinary course of their affiliates' business, other than with respect to Ordinary Shares currently owned by the undersigned. For the avoidance of doubt, it is acknowledged and agreed that (i) any entity in which any of the undersigned's affiliated investment funds may now or in the future have an investment and (ii) any entity (other than the undersigned) on whose board of directors one or more of the undersigned's officers may now or in the future serve, shall not be deemed subject to, or bound by, this letter agreement, in part or in its entirety, except, in each case, to the extent the undersigned directly or indirectly possesses and exercises the power to dispose or direct the disposition of Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares held by or on behalf of any such entity or to cause any such entity to enter into a transaction that would be prohibited by this letter agreement if effected directly by the undersigned.

This letter agreement shall automatically terminate, and the undersigned shall be immediately released from its obligations and restrictions under this letter agreement without any further action by or on behalf of any of the parties hereto, on April 9, 2018, in the event that the Sale has not been consummated by that date.

[Signature page follows]

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Very truly yours,

Silver Lake Partners III Cayman (AIV III), L.P.

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

By: Silver Lake (Offshore) AIV GP III, Ltd., its general
partner

By: /s/ Kenneth Hao

Name: Kenneth Hao

Title: Director

Silver Lake Technology Investors III Cayman, L.P.

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

By: Silver Lake (Offshore) AIV GP III, Ltd., its general
partner

By: /s/ Kenneth Hao

Name: Kenneth Hao

Title: Director

Silver Lake Sumeru Fund Cayman, L.P.

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

By: SLTA Sumeru (GP) Cayman, L.P., its general partner

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its
general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director

Silver Lake Technology Investors Sumeru Cayman, L.P.

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

By: SLTA Sumeru (GP) Cayman, L.P., its general partner

By: Silver Lake Sumeru (Offshore) AIV GP, Ltd., its
general partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Director