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Case No. 2024-0976-PAF

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DOMINGO MIHOVILOVIC, et al., Plaintiffs, v. EXABEAM, INC., et al., Defendants.	C.A. No. 2024-0976-PAF

FIRST AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS

This First Amended Stipulation and Agreement of Settlement, Compromise, and Release Between Plaintiffs and Defendants, dated as of November 9, 2026 (this "Amendment"), is entered into by and among (i) Plaintiffs Domingo Mihovilovic, Nadav Lavy, Uri Ben-Dor, and Rajiv Taneja, as Trustee of the Taneja 2004 Family Trust (collectively, "Plaintiffs"), and (ii) Exabeam, Inc. ("Exabeam"), Adam Geller, Theresia Gouw, Matthew Howard, Mark Jensen, Ravi Mhatre, Jeb Miller, Nir Polak, Pravin Vazirani, Aspect Ventures, LP, Aspect Ventures I-A, L.P., Aspect Ventures II, L.P., Aspect Ventures II-A, L.P., Acrew DCF Exabeam SPV, L.P., Acrew DCF Exabeam Aggregator, L.P., Acrew Diversify Capital Fund, L.P., Norwest Venture Partners XII, L.P., Icon Ventures V, L.P., Lightspeed Venture Partners Select III, L.P., Lightspeed Venture Partners Select II, L.P., Lightspeed Strategic Partners I, L.P., LSVP XB-F, LLC, XA SPV, LLC, Blue Owl

Opportunistic Lending I (H) LP, Blue Owl Technology Finance Corp., Blue Owl Opportunistic Lending Master Fund II LP, and Blue Owl Opportunistic Lending DL (C) LP (collectively, "Defendants," and with Plaintiffs, the "Parties"). Plaintiffs enter into this Amendment on behalf of themselves and the other former holders of common stock in Exabeam, Inc. whose shares were cancelled in the May 4, 2024 stock-for-stock merger between Exabeam and LogRhythm, Inc. ("LogRhythm"), a Thoma Bravo portfolio company (the "Merger"). Capitalized terms used but not defined herein have the meanings ascribed to them in the September Agreement (defined herein).

WHEREAS, on September 20, 2024, Plaintiffs filed their Verified Class Action Complaint, beginning this Action;[1]

WHEREAS, on January 31, 2025, Defendants filed their motion to dismiss the Verified Class Action Complaint;[2]

WHEREAS, in February 2025, the Parties agreed to suspend briefing on the motion to dismiss pending mediation discussions;

WHEREAS, on October 28, 2025, the Parties attended a full-day in-person mediation before David Murphy of Phillips ADR, and continued to negotiate in the following months;

[1] Trans. ID 74366825.

[2] Trans. ID 75533868.

WHEREAS, on February 19, 2026, the Parties preliminarily agreed to accept a mediator's recommendation to settle the Action for $7,000,000 and newly issued equity worth up to $13,500,000 in Excalibur CombineCo, L.P. ("Parent" and together with its direct and indirect subsidiaries, the "Company"), the limited partnership formed for purposes of the Merger, which owns all underlying interests in LogRhythm, which in turn owns all underlying interests in Exabeam;

WHEREAS, on September 18, 2026, the Parties filed the Stipulation and Agreement of Settlement, Compromise and Release between Plaintiffs and Defendants (the "September Agreement");[3]

WHEREAS, the September Agreement contemplated that Plaintiffs would receive $7,000,000 (referred to in the September Agreement as the "Cash Settlement Amount") and Class C units in Parent worth up to $13,500,000 (referred to in the September Agreement as the "Equity Settlement Amount"),[4] and that if Parent's capitalization structure were to be significantly changed between signing of the September Agreement and the issuance of the Equity Settlement Amount, that the Parties would meet in good faith to discuss equitable and proportional changes to the settlement;[5]

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[3] Trans. ID 80675856.

[4] September Agreement ¶¶ 2.1, 2.2.

[5] *Id.* at ¶2.3

WHEREAS, the September Agreement and Notice disseminated to the Class provided that there was no guarantee that the Equity Settlement Amount would result in a distribution in the full amount of the Equity Settlement Amount, or any amount at all;

WHEREAS, on October 30, 2026, counsel for the Company informed Plaintiffs that the Company was undertaking a strategic review of its capital structure and all available alternatives in light of the fact that the Company required ongoing monthly forbearances under that certain *Credit Agreement*, dated July 1, 2024, and that it was unlikely to come into compliance with its covenants thereunder absent a comprehensive balance sheet transaction;

WHEREAS, on October 31, 2026, Plaintiffs were further informed by the Company's counsel that the Company was likely to pursue a comprehensive transaction that de-levers LogRhythm's balance sheet;

WHEREAS, in connection with those conversations, the Parties agreed to amend the terms of the September Agreement such that the Cash Settlement Amount would be preserved and the Class C Units that comprise the Equity Settlement Amount would not be issued, with the result that the Class will receive the Cash Settlement Amount on the terms set forth in the September Agreement and as amended herein, funded in full by insurance proceeds as provided in ¶13.1 of the September Agreement; and

WHEREAS, Exabeam and its counsel represent and warrant that all of the foregoing representations are true and correct to the best of their knowledge, information, and belief.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, individually and on behalf of the Class, and Defendants, by and through their attorneys of record, and subject to the approval of the Court, that the September Agreement will be amended as follows:

1. The definition of "Settlement Amount" set forth in the September Agreement, including in the Relevant Factual and Procedural Background section thereof, is amended to mean the Cash Settlement Amount of $7,000,000 alone, and all references in the September Agreement to the "Settlement Amount" shall be read accordingly, including in ¶¶1.31, 2.7, and 11.2. All references in the September Agreement to the "Cash Settlement Amount portion of the Settlement Fund" or similar phrases shall be read to refer to the Settlement Fund. The defined terms "Equity Settlement Amount," "Parent Settlement Unit," "Parent Settlement Units," "Aggregator," "Aggregator Settlement Unit," "Aggregator Settlement Units," "Settlement Units," and "Parent LPA" are of no further force or effect.

2. September Agreement ¶1.2 is amended to read in its entirety as follows:

> 1.2 "Class" means the non-opt out class of all record and beneficial common stockholders of the

> Company whose shares were cancelled on or about July 2, 2024 in connection with the Merger, together with their respective successors and assigns, except the Excluded Persons. The Class is composed of 339 individuals and entities that held 8,807,492 common shares.

3. September Agreement ¶1.31 is amended to read in its entirety as follows:

> 1.31 "Settlement Fund" means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.

4. September Agreement ¶2.1 is amended to read in its entirety as follows:

> 2.1 In connection with the Settlement, and in consideration of the Releases set forth herein, Exabeam and/or its insurers shall cause to be paid into the Escrow Account the total sum of Seven Million United States Dollars ($7,000,000.00). The Cash Settlement Amount shall be paid by check, wire, or ACH as follows: Exabeam shall pay or cause their insurers to pay an initial payment of $250,000 into the Escrow Account within 21 calendar days of the Parties executing this Stipulation, and the balance of the Cash Settlement Amount ($6,750,000) shall be paid into the Escrow Account no later than 14 calendar days before the final Settlement approval hearing. Each payment is contingent on Defendants' receipt from Plaintiffs' Counsel of the information necessary to effectuate a transfer of the Cash Settlement Amount to an Escrow Account (*i.e.*, payment documentation from the fund administrator, name of payee, Form W-9, and payment addressee and/or wire instructions, if applicable). Notice and Administration Costs shall be paid from the Escrow Account before Final approval of the Settlement and Notice and Administration Costs shall

not be returned or repaid if the Settlement is not approved.

5. September Agreement ¶2.2, describing the Equity Settlement Amount of the settlement, is deleted in its entirety.

6. September Agreement ¶2.3, describing the procedure for amending the September Agreement if Parent's capitalization is changed prior to the issuance of the Equity Settlement Amount, is deleted in its entirety.

7. September Agreement ¶2.4, describing the allocation of issuance costs related to the Equity Settlement Amount, is deleted in its entirety.

8. September Agreement ¶¶ 2.5 and 2.6, describing the treatment of the Equity Settlement Amount under federal securities laws, are deleted in their entirety.

9. September Agreement ¶7.1(a) is amended to read in its entirety as follows:

> (a) The payment of the full Cash Settlement Amount into the Escrow Account;

10. September Agreement ¶9.1 is amended to read in its entirety as follows:

> (a) The Cash Settlement Amount portion of the Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The balance remaining in the Cash Settlement Amount portion of the Settlement Fund (as defined above, the "Net Settlement Fund") shall be distributed to the Class

> Members on a pro rata basis based on their common share holdings in Exabeam (as a percentage of the total common shares in the Class) that were cancelled at the time of the Merger.

11. September Agreement ¶13.17(i), listing Exhibit A (Equity Term Sheet) among the Exhibits, is deleted in its entirety, and Exhibit A to the September Agreement is withdrawn. The existing lettering of Exhibits B through E is unchanged, and all cross-references thereto in the September Agreement, including in ¶¶1.15, 1.17, 1.28, 1.33, 5.1, 5.2, 5.4, and 7.1(c), except as otherwise amended herein, remain in effect.

12. The Parties agree that the Amended Scheduling Order, Amended Notice, and Amended Summary Notice attached hereto as Exhibits B-Amended, C-Amended, and D-Amended, respectively, shall supersede the original Scheduling Order and Notice and shall be submitted to the Court for its approval.

13. Except as expressly amended herein, the September Agreement remains in full force and effect in accordance with its terms, and in the event of any conflict between this Amendment and the September Agreement, this Amendment controls; *provided*, however, that all Parties' rights are reserved to seek the Court's authority to revert back to the terms of the September Agreement, including the Equity Settlement Amount, to the extent the

Company does not pursue a de-levering transaction. This Amendment is subject in all respects to the approval of the Court.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the date noted above.

Dated: November 10, 2026

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