



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-MTZ

**STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE,
AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS**

This Stipulation and Agreement of Settlement, Compromise, and Release Between Plaintiffs and Defendants (together with all Exhibits hereto, the “Stipulation”) is entered into as of September 17, 2026 by and between (1) plaintiffs in the above-captioned matter, Domingo Mihovilovic, Nadav Lavy, Uri Ben-Dor, and Rajiv Taneja, as Trustee of the Taneja 2004 Family Trust (“Plaintiffs”), on the one hand, and (2) Exabeam, Inc. (“Exabeam” or the “Company”), 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”), on the other. Plaintiffs, on behalf of themselves and the putative Class, and Defendants will be referred to as the “Settling Parties.”¹ The Settling Parties, by and through their undersigned attorneys, have reached an agreement for the settlement of the Claims asserted or that could have been asserted against Defendants or the Released Parties (defined below) in the above-captioned matter (the “Action”) and filed in the Court of Chancery of the State of Delaware (the “Court”), on the terms set forth below and subject to the Court’s approval pursuant to Court of Chancery Rule 23. The Settling Parties agree to present this Stipulation to the Court for approval and to submit to its jurisdiction in connection with the same.

This Stipulation is intended to fully, finally, and forever resolve, discharge, and settle: (i) all Released Plaintiffs’ Claims against the Released Defendant Parties (defined below); and (ii) all Released Defendant Parties’ Claims against Plaintiffs and the other Released Plaintiffs (defined below).

Relevant Factual and Procedural Background

A. The Defendants

¹ All capitalized terms in this Stipulation shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in Section I below.

Defendant Exabeam was a venture capital (“VC”)-backed privately held Delaware company. The remaining Defendants included the Chairman of the Company’s Board of Directors (the “Board”), the Company’s Chief Executive Officer, and the members of Exabeam’s Board (collectively, the “Individual Defendants” defined below), and the VC firms (the “VC Defendants” defined below)—and their representatives on the Board—that held Exabeam’s preferred stock. The VC Defendants’ preferred stock was senior to all classes and series of Exabeam common stock, entitled the VC Defendants to elect six directors to the Board, and entitled the VC Defendants to a liquidation preference triggered by, among other events, a merger. The VC Defendants had the voting power to approve or reject any actions of the Company requiring stockholder approval.

B. The Merger

On May 4, 2024, Exabeam and affiliates of Thoma Bravo, L.P. (“Thoma Bravo”) entered into a merger agreement (the “Merger Agreement”), whereby on July 2, 2024, LogRhythm, a portfolio company of Thoma Bravo, acquired Exabeam (the “Merger”). The VC Defendants, who collectively held the requisite voting power to approve the Merger, approved the Merger by written consent (the “Written Consent”). On or about June 18, 2024, Exabeam sent to its common stockholders an information statement (the “Information Statement”) requesting that stockholders approve the Merger and waive their appraisal rights.

The Merger was a stock-for-stock transaction through which Thoma Bravo acquired Exabeam for an implied price of approximately \$500 million. According to the Information Statement, because the VC Defendants' preferred stock aggregate liquidation preference (~\$615 million) exceeded the Merger price, Exabeam's common stockholders received nothing for their shares in the Merger. In the Merger, holders of the preferred stock and certain Exabeam employees, members of Exabeam management, and others received stock of Excalibur CombineCo, L.P., the post-Merger parent entity ("Parent").

C. The Action

On September 20, 2024, Plaintiffs commenced the Action on behalf of themselves and the former holders of common stock of Exabeam against Defendants. The Action asserted claims (1) for breaches of fiduciary duty in connection with the Merger and Information Statement against (i) the Individual Defendants in their capacities as directors (Count I) and (ii) Defendant Adam Geller in his capacity as an officer of the Company (Count II), (2) against the VC Defendants for aiding and abetting the Individual Defendants' breaches of fiduciary duty (Count III, pled in the alternative), and (3) against Exabeam for violation of 8 *Del. C.* § 228 (Count IV).

D. The Settlement

Defendants filed a motion to dismiss the Action and accompanying brief on

January 31, 2025. Thereafter, the parties engaged in mediation-specific discovery, pursuant to which Defendants produced certain documents relevant to potential resolution. The Settling Parties held an in-person mediation on October 28, 2025 before mediator David Murphy. Although the parties did not reach a settlement, after additional negotiations facilitated by the mediator, on February 19, 2026, the Settling Parties preliminarily agreed to a settlement (i) in the amount of \$7,000,000 in cash (the “Cash Settlement Amount”), and (ii) in the form of the issuance of Class C Units of Parent with a potential value of up to \$13.5 million (the “Equity Settlement Amount” and, together with the Cash Settlement Amount, the “Settlement Amount”).

On April 1, 2026, the Settling Parties, by and through their respective counsel, executed a term sheet memorializing the terms of their preliminary agreement (the “Term Sheet”). The Term Sheet sets forth, among other things, the Settling Parties’ preliminary agreement to settle and release all Claims against Defendants in exchange for the Settlement Amount.

This Stipulation reflects the final and binding agreement between the Settling Parties (subject to the approval of the Court) and supersedes the Term Sheet.

Plaintiffs’ Claims and the Benefits of the Settlement

Plaintiffs continue to believe that the claims asserted in the Action have legal merit, and the entry by Plaintiffs into this Stipulation is not an admission as to the lack of any merit concerning any claims asserted in the Action. In negotiating and

evaluating the terms of this Stipulation, Plaintiffs and Plaintiffs' Counsel considered the legal and factual defenses to Plaintiffs' claims and the uncertainties inherent in such litigation and at trial, including with respect to the amount of any damages. Plaintiffs and Plaintiffs' Counsel believe that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Claims against the Released Defendant Parties on the terms set forth herein.

Defendants' Denial of Wrongdoing and Liability

The entry by Defendants into this Stipulation is not an admission as to the merit of any claims asserted in the Action. The Released Defendant Parties have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that the Information Statement (or any other public disclosures) was in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the merger consideration was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly and in accordance with Delaware law at all times, believe that the Action lacks merit, and maintain that they committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to enter into the Settlement solely because

they consider it desirable to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation and trial; and (ii) finally put to rest and terminate all Claims that were or could have been asserted against the Released Defendant Parties in the Action.

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, pursuant to Court of Chancery Rule 23 and the other conditions set forth herein, for the good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, that the Action shall be finally and fully settled, compromised, and dismissed on the merits with prejudice (and without costs to any Settling Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided for herein), upon and subject to the terms and conditions of the Stipulation as follows:

I. DEFINITIONS

All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them below:

1.1 “Claims” means any demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments,

decrees, matters, issues, controversies, and causes of action of any and every kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent.

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 comprised of 343 individuals and entities that held 9,928,400 common shares.

1.3 “Class Member” means a member of the Class.

1.4 “Class Period” means the period from May 4, 2024 through the closing of the Merger on or about July 2, 2024, inclusive of both dates.

1.5 “Defendants’ Counsel” means Wilson Sonsini Goodrich & Rosati, P.C., Kirkland & Ellis LLP, and Morris, Nichols, Arsht & Tunnell LLP.

1.6 “Exabeam’s Counsel” means Kirkland & Ellis LLP and Morris, Nichols, Arsht & Tunnell LLP.

1.7 “Effective Date” means the first date by which all the events and conditions specified in Paragraph 7.1 of this Stipulation have been met and have occurred or have been waived in writing.

1.8 “Escrow Account” means the bank account that will be maintained by the Escrow Agent and into which the Cash Settlement Amount will be deposited and wherein the Cash Settlement Amount portion of the Settlement Fund will be held.

1.9 “Escrow Agent” means the agent or agents who shall be chosen by Plaintiffs’ Counsel to administer the Escrow Account.

1.10 “Excluded Persons” are (i) Defendants; (ii) any affiliate (as defined in Rule 12b-2 under the Securities Exchange Act of 1934), parent, subsidiary, partner, executive officer, director, heir, successor, assign, or controlling person of any of the foregoing; (iii) members of the immediate family of any of the foregoing, and any entity in which any of the foregoing has or had a controlling interest when the Merger was consummated; and (iv) any stockholder who received units in Excalibur Aggregation L.P. pursuant to a Common Unit Grant Agreement that contained a release of claims against Defendants (“Excluded Stockholders” as defined below).

1.11 “Excluded Stockholders” are the stockholders listed on the Excluded Stockholder Schedule provided by the Company to Plaintiffs’ counsel (the “Excluded Stockholder Schedule”) who received units in Excalibur Aggregation L.P. pursuant to a Common Unit Grant Agreement that contained a release of claims against Defendants.

1.12 “Fee and Expense Award” means an award to Plaintiffs’ Counsel of

fees and expenses to be paid from the Cash Settlement Amount portion of the Settlement Fund, approved by the Court and in full satisfaction of any and all claims for attorneys' fees that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel or any Class Member against the Released Defendant Parties with respect to the Action or the Settlement.

1.13 “Final” means, with respect to any judgment or order, that: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the judgment or order; or (ii) if there is an appeal from the judgment or order, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the judgment or order, and, if certiorari or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys' fees or expenses or any plan of allocation shall not in any way delay or preclude the Judgment from becoming Final.

1.14 “Individual Defendants” means Adam Geller, Theresia Gouw, Matthew Howard, Mark Jensen, Ravi Mhatre, Jeb Miller, Nir Polak, and Pravin

Vazirani.

1.15 “Judgment” means the Order and Final Judgment to be entered by the Court, substantially in the form attached hereto as **Exhibit E**.

1.16 “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award; and (iv) any other costs or fees approved by the Court.

1.17 “Notice” means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**.

1.18 “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs’ Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including, without limitation, the costs, fees, and expenses incurred in connection with the Escrow Account. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

1.19 “Person” means a natural person, individual, corporation, partnership,

limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.20 “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

1.21 “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’ Claims.

1.22 “Released Parties” means Released Defendant Parties and Released Plaintiffs.

1.23 “Released Plaintiffs’ Claims” means all Claims, including Unknown Claims, that Plaintiffs or any or all other members of the Class ever had or now have against any of the Released Defendant Parties, whether arising under or based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including but not limited to any Claims that could be asserted derivatively on behalf of Exabeam), which, now or hereafter are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, Claims, or any other matters, that were, could have been alleged, asserted, or claimed, directly or indirectly, in the Action or relate in any way to the subject matter

thereof, in any court, tribunal, forum, or proceeding. For the avoidance of doubt, the Released Plaintiffs' Claims do not include Claims, including Unknown Claims, based on conduct after the Effective Date and do not include any Claims related to enforcement of this Stipulation.

1.24 "Released Plaintiffs" means (i) Plaintiffs; (ii) all other Class Members; and (iii) their legal representatives, heirs, executors, administrators, trusts, trustees, parents, affiliates, subsidiaries, officers, directors, partnerships, partners, agents, employees, immediate family, insurers, reinsurers, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, in their respective capacities as such.

1.25 "Released Defendants' Claims" means all Claims, including Unknown Claims, arising out of or relating to the commencement or prosecution of the Action, including, without limitation, all Claims, including Unknown Claims, arising out of or relating to all actions taken by Plaintiffs and Plaintiffs' Counsel in connection with the initiation, prosecution, and settlement of the Action. For the avoidance of doubt, the Released Defendants' Claims do not include Claims, including Unknown Claims, based on conduct after the Effective Date and do not include any Claims related to enforcement of this Stipulation.

1.26 "Released Defendant Parties" means Defendants, Excalibur Aggregation L.P., Excalibur CombineCo, L.P., LogRhythm Parent, LP, and each of

their respective past or present affiliates, successors, parents and subsidiaries, whether owned or controlled directly or indirectly, as well as each of their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employers, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders and beneficial owners, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, including any of the foregoing affiliated with the Defendants, and all other Persons who have, may have, or purport to have a right of contribution from any of the foregoing in their respective capacities as such.

1.27 “Releases” means the releases set forth in Paragraphs 3.1 and 3.3 of this Stipulation.

1.28 “Scheduling Order” means an order scheduling a hearing on the proposed Settlement and approving the form of and method of giving notice of the

Settlement, substantially in the form attached hereto as **Exhibit B**.

1.29 “Settlement” means the settlement contemplated by this Stipulation.

1.30 “Settlement Administrator” means A.B. Data Notice and Claims Administration.

1.31 “Settlement Fund” means the Settlement Amount, plus any and all interest earned thereon, held in part in the Escrow Account.

1.32 “Settlement Hearing” means the hearing (or hearings) to be held by the Court to determine, among other things, whether: (i) Plaintiffs and Plaintiffs’ Counsel have adequately represented the interests of the Class; (ii) the proposed Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iii) the Action should be dismissed with prejudice as against Defendants, and all of the Released Claims against the Released Parties should be fully, finally, and forever released, settled, and discharged; (iv) any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund; and (v) the judgment approving the Settlement should be entered in accordance with the terms of this Stipulation.

1.33 “Summary Notice” means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit D**, to be published as set forth in the Scheduling Order.

1.34 “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Cash Settlement Amount portion of the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

1.35 “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

1.36 “Unknown Claims” means (i) any Released Plaintiffs’ Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, or (ii) any Released Defendants’ Claims that any Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released

Claims, the Settling Parties stipulate and agree that Plaintiffs and the Released Defendant Parties shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settling Parties acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties also acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims is separately bargained for and is a key

element of the Settlement.

1.37 “VC Defendants” means 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.

II. SETTLEMENT CONSIDERATION

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.

2.2 In addition to the Cash Settlement Amount, within thirty (30) calendar days following the entry of the Judgment, Exabeam shall issue (or cause to be issued) Class C Units of Parent (each, a "Parent Settlement Unit" and collectively, "Parent Settlement Units"), with the aggregate value equal to the Equity Settlement Amount, to an entity (the "Aggregator") to be formed by Class Members within twenty five (25) calendar days following the entry of the Judgment. To facilitate issuance of the Parent Settlement Units, promptly following the entry of the Judgment, Exabeam shall consent to the amendment, amendment and restatement, or modification of the currently effective Excalibur CombineCo, L.P., Amended and Restated Limited Partnership Agreement of Parent Dated as of July 2, 2024 (and provided to Plaintiffs' Counsel) (as amended, supplemented, modified or waived from time to time, the "Parent LPA") to the extent necessary to facilitate the issuance by Parent of the Parent Settlement Units to the Aggregator, and the VC Defendants

shall consent to the amendment, amendment and restatement, or modification of Section 8.3 of the currently effective Parent LPA to the extent necessary to facilitate the issuance by Parent of the Parent Settlement Units to the Aggregator. The terms of the Parent Settlement Units shall be as outlined in **Exhibit A**. Following the issuance by Parent of the Parent Settlement Units to the Aggregator, the Aggregator shall issue its units (each, an “Aggregator Settlement Unit” and collectively, “Aggregator Settlement Units” and together with Parent Settlement Units, the “Settlement Units”) to Class Members on a *pro rata* basis based on such Class Members’ 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. Plaintiffs’ Counsel, with the assistance of the Settlement Administrator, shall coordinate issuance of the Aggregator Settlement Units to Class Members. All expenses related to the formation of the Aggregator and the issuance of the Settlement Units shall be covered from the Settlement Fund. To the extent the Aggregator and Class Members desire to engage services of a representative to handle administrative matters related to the management of the Aggregator and/or issuance of the Aggregator’s units, the cost of such services shall be covered from the Settlement Fund. Both the Parent Settlement Units and the Aggregator Settlement Units shall be (i) duly authorized, validly issued, and non-assessable; and (ii) issued solely in uncertificated, book-entry form on the books and records of Parent and Aggregator, respectively, or (if

and as applicable) Parent's or Aggregator's transfer agent, with no physical share certificates issued or required to be issued. Distributions on account of the Parent Settlement Units shall be made by Parent in accordance with the terms outlined in **Exhibit A** hereto. Distributions on account of the Aggregator Settlement Units shall be made by the Aggregator to the holders of the Aggregator Settlement Units 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, in accordance with the terms of the governing documents of the Aggregator. There is no guarantee that the Parent Settlement Units issued in connection with the Equity Settlement Amount will result in a distribution in the full amount of the Equity Settlement Amount, or any amount at all. Distributions (if any) on account of the Parent Settlement Units shall be made by Parent in accordance with the terms outlined in **Exhibit A**.

2.3 If between the date of this Stipulation and the issuance of the Parent Settlement Units there is a change in the Company's capitalization that affects the value of the Equity Settlement Amount and the underlying Parent Settlement Units, the Parties shall work together in good faith to reach an agreement regarding any adjustment to the Equity Settlement Amount and the Parent Settlement Units that may be necessary to equitably and proportionately reflect such change. No capital contribution, capital call, assessment, or similar charge shall be required to be made

by, or in respect of, any Class Member as a condition to receipt of any Settlement Units.

2.4 The Company shall bear all costs and expenses (including all fees and expenses of the transfer agent) associated with the authorization, issuance, listing (if applicable), and book-entry crediting of the Parent Settlement Units to the Aggregator and the Aggregator Settlement Units to Class Members in accordance with this Stipulation. The costs and expenses of the Settlement Administrator's preparation of the issuance instructions shall be paid out of the Settlement Fund as Notice and Administration Costs.

2.5 The Parties intend that the issuance of the Parent Settlement Units to the Aggregator and the subsequent issuance of the Aggregator Settlement Units to Class Members shall be exempt from the registration requirements of the Securities Act of 1933 ("Securities Act") pursuant to Section 3(a)(10)² thereof, based upon the Court's approval of this Settlement following a hearing upon notice to Settlement Class. The Parties shall reasonably cooperate to satisfy the conditions of Section 3(a)(10) of the Securities Act. The Parties further acknowledge and agree, however, that notwithstanding the availability of the Section 3(a)(10) exemption from registration, the Settlement Units shall be subject to the additional contractual transfer restrictions in this Stipulation and, as applicable, in the Parent LPA and in

² 15 U.S.C. § 77c(a)(10).

the Aggregator governing documents, and shall not be freely tradeable as of the issuance date.

2.6 The Settlement Units shall be issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and, as applicable, Regulation D thereunder. The Aggregator shall be deemed, by acceptance of any Parent Settlement Unit, to have represented that (i) the Aggregator is acquiring the Parent Settlement Units for its own account, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, and (ii) the Aggregator understands that the Parent Settlement Units constitute ‘restricted securities’ within the meaning of Rule 144 under the Securities Act. Each Class Member shall be deemed, by acceptance of any Aggregator Settlement Unit, to have represented, severally and not jointly, that (i) such Class Member is acquiring the Aggregator Settlement Units for its own account, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, and (ii) such Class Member understands that the Aggregator Settlement Units constitute ‘restricted securities’ within the meaning of Rule 144 under the Securities Act.³ Following the issuance of the Parent Settlement Units and the Aggregator Settlement Units pursuant to this Stipulation and the Judgment, the Aggregator will

³ 17 C.F.R. § 230.144.

be bound by the terms and conditions of the Parent LPA applicable to holders of the Parent's units and each Class Member receiving the Aggregator Settlement Units will be bound by the terms and conditions of the Aggregator governing documents applicable to holders of the Aggregator's units.

2.7 Neither Defendants, their insurer(s), nor the Released Defendant Parties shall be required to make any additional payment other than the Settlement Amount, whether in connection with any award of Plaintiffs' and/or Plaintiffs' Counsel's Fee and Expense Award, incentive award, or otherwise.

III. SCOPE OF THE SETTLEMENT

3.1 As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims on the terms set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant Parties.

3.2 As of the Effective Date, Plaintiffs and all Class Members shall be bound by the Stipulation and the Judgment. The Judgment, including the release of all Released Plaintiffs' Claims against all Released Defendant Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, and anyone claiming through or on behalf of any of them.

3.3 As of the Effective Date, Defendants shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiffs from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against the Released Plaintiffs.

IV. CLASS CERTIFICATION

4.1 Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Class as a non-opt out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiffs as Class Representatives for the Class; and

(c) appointment of Kahn Swick & Foti, LLC and Block & Leviton LLP as Class counsel.

4.2 The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

V. PROCEDURE FOR APPROVAL

5.1 As soon as practicable after execution of this Stipulation, the Settling Parties shall jointly submit this Stipulation (together with the Exhibits), to the Court and shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit B**.

5.2 In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid, the Notice, substantially in the form attached hereto as **Exhibit C**, to each Class Member at their last known address appearing in the stock transfer records maintained by or on behalf of Exabeam (the “Stock Transfer Records”). Exabeam’s Counsel shall provide Plaintiffs’ Counsel and the Settlement Administrator with the Stock Transfer Records containing the names and last known addresses (if available) for all record holders of Exabeam stock during the Class Period or substantially equivalent records within 14 calendar

days of the execution of this Stipulation. All stockholders of record who held Exabeam common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners. Plaintiffs' Counsel shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Plaintiffs' Counsel shall also cause the Summary Notice to be published in *PR Newswire*, substantially in the form attached hereto as **Exhibit D**. Any and all costs and expenses related to providing Notice shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall the Plaintiffs, the Released Defendant Parties, or any of their attorneys or insurers have any liability or responsibility for the costs and expenses associated with providing the Notice.

5.3 The Settling Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement. The Settling Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws,

regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder and the dismissal of the Action with prejudice. The Settling Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and to use their best efforts to effect consummation of the Settlement.

5.4 If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Judgment, substantially in the form attached hereto as **Exhibit E**.

VI. STAY PENDING FINAL APPROVAL

6.1 Pending negotiation, execution, and final approval of the Settlement by the Court, Plaintiffs, on their own behalf and on behalf of the Class, agree to stay any and all claims against the Defendants in the Action and not to initiate any other proceedings bringing Claims against any Released Party, other than those incident to the Settlement itself.

6.2 The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claims, either directly,

representatively, derivatively, or in any other capacity, against any Released Defendant Parties.

VII. CONDITIONS OF SETTLEMENT

7.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of the last of all of the following events, which events the Settling Parties shall use their best efforts to achieve:

(a) (i) The payment of the full Cash Settlement Amount into the Escrow Account and (ii) the transfer of the Equity Settlement Amount (A) in the form of the issuance of Class C Units of the Parent to the Aggregator and (B) subsequent to the issuance of Class C Units of the Parent to the Aggregator, in the form of the issuance of Aggregator's units to 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;

(b) The Court's certification of the Class as a non-opt out class;

(c) The Court's entry of the Judgment substantially in the form attached hereto as **Exhibit E**, including Releases substantially in the form set out herein and the dismissal with prejudice of the Action as to Defendants without the award of any damages, costs, or fees, except as provided for in this Stipulation; and

(d) The Judgment becoming Final.

7.2 Upon occurrence of the Effective Date, any and all remaining interest

or right of Defendants or their insurer(s) in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

7.3 Should the Settlement not be approved as a non-opt out class settlement, the Parties will negotiate in good faith for an opt-out settlement with an appropriate threshold of opt-outs at which Defendants will have the sole option to terminate the Settlement.

VIII. ATTORNEYS' FEES AND EXPENSES

8.1 Plaintiffs' Counsel intends to petition the Court for a Fee and Expense Award of up to 17.5% of the Settlement Fund for Plaintiffs' Counsel, inclusive of an incentive award of up to \$5,000 for each of the Plaintiffs, plus expenses related to the Action, which application will be wholly inclusive of any request for or entitlement to attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Action, any Released Claims, and the Settlement. The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Cash Settlement Amount portion of the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties other than what is set forth in this Stipulation.

8.2 An amount equal to the Fee and Expense Award shall be payable to

Plaintiffs' Counsel, inclusive of any amount equal to any incentive award payable to Plaintiffs, from the Cash Settlement Amount portion of the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiffs' Counsel shall, within thirty (30) calendar days after Plaintiffs' Counsel receives notice of any such event in (i) or (ii) above, return to the Settlement Fund, as applicable, the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand.

8.3 Plaintiffs' Counsel, in their sole discretion, shall allocate the Fee and Expense Award amongst themselves in a manner which Plaintiffs' Counsel, in good faith, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to or among Plaintiffs' Counsel. The Fee and Expense

Award shall be payable solely from the Settlement Fund.

8.4 This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final are not conditioned upon approval of a Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Released Claims; or prevent the occurrence of the Effective Date.

8.5 Plaintiffs' Counsel warrants that no portion of any such Fee and Expense Award shall be paid to Plaintiffs, except as may be approved by the Court (as outlined above).

IX. THE SETTLEMENT FUND

9.1 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 and, in case of the Aggregator, the Equity Settlement Amount (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.

9.2 Except as provided herein, or pursuant to orders of the Court, the Cash Settlement Amount portion of the Net Settlement Fund shall remain in the Escrow Account through the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

9.3 The Escrow Agent shall invest any funds in the Escrow Account exclusively in U.S. Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation (“FDIC”) may be deposited in any account that is fully insured by the FDIC. In the event that the yield on U.S. Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the

Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States.

9.4 The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiffs’ Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiffs’ Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, Exabeam shall cause Exabeam’s insurer(s) to provide to Plaintiffs’ Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiffs’ Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

9.5 All Taxes and Tax Expenses shall be paid out of the Cash Settlement

Amount, and shall be timely paid, or caused to be paid, by Plaintiffs' Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants or the Released Defendant Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiffs' Counsel or its agents with respect to the payment of Taxes, as described herein.

9.6 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Released Defendant Parties, or any Person who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

9.7 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Cash Settlement Amount portion of the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator

in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurer(s), or any of the other Released Defendant Parties, or any Person who or which paid any portion of the Settlement Amount.

X. SETTLEMENT ADMINISTRATION

10.1 Plaintiffs shall retain the Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to Class Members. Defendants shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

10.2 Defendants' Counsel shall cooperate with Plaintiffs' Counsel in providing notice of the Settlement and administering the Settlement, including by causing Exabeam to provide the Merger Records (defined below) in accordance with Paragraph 10.3 below and making reasonable efforts to identify all Excluded Stockholders.

10.3 For purposes of distributing the Net Settlement Fund to Class Members, within 14 calendar days of the execution of this Stipulation, Exabeam, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to cause Plaintiffs' Counsel or the Settlement Administrator

to be provided in an electronically-searchable form, such as Excel, the following information (the “Merger Records”):

(a) The names, mailing addresses and, if available, email addresses of all registered holders of Exabeam common stock listed on Exabeam’s stockholder register (each a “Registered Holder”) who held shares of Exabeam common stock at the closing of the Merger (the “Closing Date”), other than the Excluded Stockholders (the “Merger Record Holders”), and the number of shares of Exabeam common stock held by each of the Merger Record Holders at the Closing Date;

(b) The delivery of the Excluded Stockholder Schedule that contains a list of all persons and entities that the Company has identified to be Excluded Stockholders. Based upon a reasonable search and review of its records, the Company represents and warrants that, other than the Excluded Stockholders listed on the Excluded Stockholder Schedule, they are unaware of any other Excluded Stockholders.

10.4 In addition to the information to be provided under Paragraph 10.3 above, Defendants, at the request of Plaintiffs, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information or to cause Exabeam to provide such additional information as may be required to distribute the Net Settlement Fund to Class Members and to ensure that the Net Settlement Fund is

paid only to Class Members and not to Excluded Stockholders.

10.5 Excluded Stockholders shall not have any right to receive any direct payment from the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest). The Order and Final Judgment shall contain a provision directing any Excluded Stockholder that receives any portion of the Net Settlement Fund to return said funds to the Settlement Administrator. For the avoidance of doubt, Defendants will have no obligation to ensure compliance with that directive, other than as to themselves. Nothing in this provision precludes a Class Member from allocating its payment to general administrative expenses and the like.

10.6 The Net Settlement Fund shall be distributed to Class Members only after the Effective Date and after: (a) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “Class Distribution Order”). At such time that Plaintiffs’ Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiffs’ Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

10.7 Payment pursuant to the Class Distribution Order shall be final and

conclusive against all Class Members. The Settling Parties, and the other Released Defendant Parties and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.8 All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 The Settling Parties shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court’s refusal to approve this Stipulation or any part of it that materially affects any Settling Party’s rights or obligations hereunder; (b) the Court’s declining to enter the Judgment in any material respect; or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate

court. Neither a modification nor a reversal on appeal of the amount of the Fee and Expense Award awarded by the Court to Plaintiffs' Counsel nor any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation.

11.2 If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date of the Settlement otherwise fails to occur, (i) the Settling Parties shall be deemed to have reverted to their respective positions in the Action immediately before the date of this Stipulation, they shall meet and confer regarding a new case schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii) the full value of the Settlement Amount (less the Notice Costs), including any interest accrued, shall be returned to Exabeam, Defendants, or their insurers, as applicable, in proportion to the fraction of the Settlement Amount each such party paid; (iii) all of the Settling Parties' respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (iv) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact or wrongdoing by any Settling Party, and shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (v) neither the existence of this

Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action or to enforce the terms of this Paragraph 11.2.

XII. NO ADMISSION OF LIABILITY

12.1 It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or the Released Defendant Parties as to the validity of any aspect of the Action whatsoever, including (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants would not have exceeded the Settlement Amount.

12.2 The Released Defendant Parties may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

XIII. MISCELLANEOUS

13.1 Exabeam warrants that, to the best of its knowledge, any Persons contributing to the payment of the Settlement Amount are not insolvent, nor will the payment required to be made on behalf of them render them insolvent, within the meaning of and/or for the purposes of the U.S. Bankruptcy Code, including §§ 101 and 547 thereof. In sole support of this representation, Exabeam warrants that the relevant insurers have represented their intention to contribute to the Settlement Amount, which contributions will fund the Cash Settlement Amount portion of the Settlement Amount in full. Plaintiffs acknowledge that this representation is sufficient to satisfy the requirement of this Paragraph 13.1.

13.2 In the event of the entry of a Final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and any portion thereof is required to be returned,

and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Defendant Parties pursuant to this Stipulation, in which event (i) the Releases and Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in Paragraph 11.2 of this Stipulation; (iii) Plaintiffs' Counsel shall refund the Fee and Expense Award consistent with Paragraph 8.2 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in Paragraph 11.2 of this Stipulation.

13.3 This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

13.4 The Settling Parties agree that, in the event of any breach of this Stipulation, all the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

13.5 This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronic

scanning shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

13.6 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

13.7 Each counsel or other Person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

13.8 Plaintiffs and Plaintiffs' Counsel represent and warrant that none of the Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred in whole or in part.

13.9 This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Settling Party or Settling Parties against whom such modification, amendment, or waiver is sought to be enforced.

13.10 Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party,

notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation. Each of Defendants' respective obligations hereunder are several and not joint, and the breach or default by one Defendant shall not be imputed to, nor shall any Defendant have any liability or responsibility for, the obligations of any other Defendant herein.

13.11 This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries) and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate; provided, however, that the Released Defendant Parties who are not parties hereto shall be third party beneficiaries to this Stipulation only to the extent they comply with the requirements of this Stipulation.

13.12 Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. For the purposes of this Stipulation and no other action, each Settling Party (i) consents to personal jurisdiction in any such action brought in the Court; (ii) consents to service of process by registered mail upon such Settling Party or such Settling Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

13.13 The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

13.14 Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

13.15 Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts

performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential; *provided, however*, that nothing in this paragraph shall prohibit any Settling Party or its counsel from disclosing such information (i) to such Settling Party's auditors, accountants, tax advisors, financial advisors, insurers, or reinsurers who have a reasonable need to know such information in connection with the performance of their professional duties; (ii) to any governmental authority, regulatory body, self-regulatory organization, or stock exchange to which such Settling Party is subject, to the extent such disclosure is required by applicable law, rule, regulation, or regulatory inquiry or examination; (iii) as required by any applicable court order, subpoena, or legal process; (iv) in connection with the enforcement of the terms of this Stipulation; or (v) with the prior written consent of the other Settling Parties.

13.16 All agreements made and orders entered during the course of the Action, including but not limited to in connection with mediation, relating to the confidentiality of information shall survive this Settlement.

13.17 This Stipulation (including the following exhibits ("Exhibits")) constitute the entire agreement among the Settling Parties with respect to the subject matter hereof:

- i. **Exhibit A:** Equity Term Sheet;
- ii. **Exhibit B:** [Proposed] Scheduling Order With Respect to Notice

and Settlement Hearing;

- iii. **Exhibit C:** Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear;
- iv. **Exhibit D:** Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear; and
- v. **Exhibit E:** [Proposed] Order and Final Judgment.

These Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

13.18 The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against the Released Defendant Parties with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel (including Plaintiffs' Counsel) and Defendants and their counsel (including Defendants' Counsel) agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties represent and agree that the terms of the Settlement reached between them were negotiated at

arm's-length and in good-faith by them, and reflect a Settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13.19 While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel (including Defendants' Counsel), in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad-faith, nor will they deny that the Action was commenced and prosecuted in good-faith and is being settled voluntarily after consultation with competent legal counsel. Other than in connection with the approval and administration of the Settlement, Plaintiffs and their counsel (including Plaintiffs' Counsel) will not make any assertion about the merits of this Action on any website, to the media, in promotional materials, or the like except for disclosing the existence of the settlement and the Settlement Amount. Plaintiffs and their counsel (including Plaintiffs' Counsel) and Defendants and their counsel (including Defendants' Counsel) shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

13.20 No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the

Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

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

Dated: September 18, 2026

KAHN SWICK & FOTI, LLC

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