

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DOMINGO MIHOVILOVIC, et al.,

Plaintiffs,

v.

C.A. No. 2024-0976-PAF

EXABEAM, INC., et al.,

Defendants.

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED SETTLEMENT,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a common stockholder of Exabeam, Inc. (“Exabeam”) from and including May 4, 2024 through and including the time of the stock-for-stock transaction that combined Exabeam and LogRhythm, Inc. and closed on or around July 2, 2024 (the “Merger”).

NOTICE OF SETTLEMENT: A cash and stock settlement has been reached for the benefit of the Class defined below. Plaintiffs Domingo Mihovilovic, Nadav Lavy, Uri Ben-Dor, and Rajiv Taneja, as Trustee of the Taneja 2004 Family Trust in the above-captioned Action (“Plaintiffs”), on behalf of themselves and the Class (defined in paragraph 15 below), and Defendants Exabeam, Inc., 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, together with Plaintiffs, the “Settling Parties”), have reached a proposed settlement of \$7,000,000.00 in cash and up to \$13,500,000.00 of equity in Class C Units in Excalibur CombineCo, L.P., the post-Merger parent entity (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.¹

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release Between Plaintiffs and Defendants, dated September 18, 2026 (together with all Exhibits thereto) (the “Stipulation”). A copy of the Stipulation is available at www.ExabeamStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a Member of the Class (defined in paragraph 15 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement. Class Members <i>do not</i> need to submit a claim form in order to receive a distribution from the Settlement, if the Settlement is approved by the Court. Your distribution from the Settlement will be paid to you and/or the Aggregator (defined below) directly, without you needing to submit any paperwork. See paragraphs 26-29 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 25, 2026.	If you are a Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and litigation expenses as well as any incentive award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON DECEMBER 9, 2026, AT 3:15 P.M. E.T., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 25, 2026.	Filing a written objection and notice of intention to appear that is received by November 25, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. At the Court's discretion, the December 9, 2026 hearing may be conducted by telephone or video conference (<i>see</i> paragraphs 35-44 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement with Defendants. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for an award of attorneys' fees and litigation expenses as well as any incentive award in connection with the Settlement (the "Settlement Hearing"). See paragraph 36 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to *eligible* Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT ARE THE CLAIMS, ISSUES, DEFENSES, AND RELIEF SOUGHT IN THE ACTION?

4. The Action arises out of the acquisition of Exabeam by Thoma Bravo, L.P. ("Thoma Bravo") pursuant to a May 4, 2024 Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which on or about July 2, 2024, LogRhythm, a portfolio company of Thoma Bravo, acquired Exabeam in a stock-for-stock merger transaction whereby Exabeam's common stockholders had their shares cancelled for no consideration (the "Merger"). The Merger Agreement was approved by 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. Plaintiffs brought claims against the Defendants for breach of fiduciary duties and/or aiding and abetting the breach of fiduciary duties, and against Exabeam for violation of 8 *Del. C.* § 228. Plaintiffs alleged that the Merger unfairly cancelled the shares of Exabeam's common stockholders for zero consideration, due to a flawed process. In the Action, Plaintiffs sought an award of damages to themselves and the Class.

5. Defendants, in turn, contend, among other things, that they did not breach any fiduciary duties in connection with the Merger. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages whatsoever alleged in the Action, including, but not limited to, any allegations that Defendants committed any violations of law or breach of any duty owed to Exabeam stockholders, that the Merger was not entirely fair to, or in the best interests of, Exabeam stockholders, that Defendants acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Exabeam and its stockholders, and in compliance with applicable law. Defendants also deny that Exabeam's stockholders were harmed by any conduct of Defendants that was alleged, or could have been alleged, in the Action. Defendants assert that, at all relevant times, they acted in good faith and in a manner believed to be in the best interests of Exabeam and all of its stockholders.

WHAT IS THE ACTION ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

A. The Defendants

6. 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"), and the VC firms (the "VC Defendants")—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

7. On May 4, 2024, Exabeam and affiliates of Thoma Bravo, L.P. (“Thoma Bravo”) entered into a merger agreement (the “Merger Agreement”), whereby on or about 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.

8. The Merger was a stock-for-stock transaction through which Thoma Bravo acquired Exabeam for, according to the Information Statement, 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

9. 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), and (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). As explained below, Defendants deny that Plaintiffs’ allegations have any merit.

10. Plaintiffs’ Complaint alleged that the Merger unfairly cancelled the shares of Exabeam’s common stockholders for zero consideration, due to a flawed process. Per the Complaint, the VC Defendants allegedly manipulated the Merger terms to cap Exabeam’s share of Parent to 49.9%, conceding to a lower valuation of Exabeam in order to reap non-ratable benefits in the Merger. Plaintiffs alleged that this artificial valuation cap allowed for the Merger to qualify as a “Liquidation Event” under Exabeam’s Charter, whereby the VC Defendants then rolled over their preferred shares into Parent, but cancelled all common Exabeam shares, claiming that the Merger consideration—which the Defendants artificially depressed—fell below the VC Defendants’ aggregate liquidation preference. Defendants would have responded that the Merger consideration was fair, and that Plaintiffs’ claims did not warrant any damages as their common shares were not “in the money” at any reasonable valuation of the Company.

11. If this Action had proceeded to trial, Plaintiffs would have relied on certain communications between Exabeam, Thoma Bravo, and their respective advisors, which contained preliminary valuation models for both Exabeam and Parent. Plaintiffs would have argued that these communications indicated that Exabeam was worth more than what it received in Parent units, suggesting that either i) Exabeam’s share of Parent should have exceeded 50%, whereby the Merger would not qualify as a “Liquidation Event” and thus common shares would not have been cancelled, or ii) Exabeam’s implied valuation exceeded the VC Defendants’ aggregate liquidation preference, such that Exabeam’s common stockholders should have received Parent units in exchange for their common shares.

D. The Settlement

12. 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”).

13. 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.

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

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

15. If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

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”). The Class comprises 343 individuals and entities that held 9,928,400 common shares.

PLEASE NOTE: The Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

16. In consideration of the Settlement of the Released Plaintiffs’ Claims (defined in paragraph 31(i) below) against Defendants and the other Released Defendant Parties (defined in paragraph 31(i) below), the Cash Settlement Amount of \$7,000,000.00 in cash will be deposited into an interest-bearing Escrow Account for the benefit of the Class. The up to \$13,500,000 Equity Settlement Amount will be issued as 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. 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, in accordance with the terms of the governing documents of the Aggregator (defined below). 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. There is no guarantee that the Class C 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** to the Stipulation (which is also attached hereto as Exhibit A). 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. 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 Amended and Restated Limited Partnership Agreement of Parent (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** to the Stipulation.²

17. Defendants shall have no role in, and shall bear no responsibility for, the allocation, distribution, or payment of funds from the “Settlement Fund” (which is the Settlement Amount plus any and all interest earned thereon).

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

18. Plaintiffs and Plaintiffs’ Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted have merit, the Court could have adopted Defendants’ view of the underlying evidence, and could enter judgment for Defendants, either dismissing the claims against Defendants prior to trial or after trial in the Action. Plaintiffs and Plaintiffs’ Counsel also considered the expense and length of

² Subject to a confidentiality undertaking, Class Members may request a copy of the Parent LPA and/or proposed Unit Issuance Agreement by writing to the Settlement Administrator at the address listed in paragraph 46 below.

continued proceedings necessary to pursue Plaintiffs' claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

19. In light of the recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a cash and equity without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

20. Defendants 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 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.

21. Defendants have therefore agreed to the terms of the Settlement solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of Released Defendant Parties with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of Defendants have or could have asserted.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?

HOW WILL I RECEIVE MY PAYMENT?

22. **PLEASE NOTE: IF YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE NET SETTLEMENT FUND, YOU DO NOT HAVE TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR PAYMENT.**

23. As stated above, the \$7,000,000.00 Cash Settlement Amount will be deposited into an interest-bearing Escrow Account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the "Net Settlement Fund" (that is, 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) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

24. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

25. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.ExabeamStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

26. The Net Settlement Fund will be distributed on a *pro rata* basis to "Class Members." "Class Members" will consist of all Class Members who held shares of Exabeam common stock at the closing of the Merger on or about July 2, 2024 (the "Closing Date"), and therefore their "Eligible Shares" were cancelled for no consideration. "Eligible Shares" will be the number of shares of Exabeam common stock held by Class Members at the Closing that were cancelled for no consideration.³

³ "Class Members" do not include any of the "Excluded Persons" (as defined in the Stipulation).

27. Each Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Class Member; and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

28. The Settlement Administrator shall make payment from the Net Settlement Fund directly to each record owner of Exabeam common stock as of the Closing Date in an amount equal to the Per-Share Recovery times the number of Eligible Shares held by each record owner.

29. In addition to the Cash Settlement Amount, within thirty (30) calendar days following the entry of the Order and Final Judgment, Exabeam shall issue (or cause to be issued) the Class C Parent Settlement Units to the Aggregator to be formed by Class Members within twenty-five (25) calendar days following the entry of the Judgment. Following the issuance by Parent of the Parent Settlement Units to the Aggregator, the Aggregator shall issue the Aggregator 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.

DO CLASS MEMBERS NEED TO SUBMIT A CLAIM FORM?

30. If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?

WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

31. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiffs’ Claims (defined below), and will 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.

“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 the Stipulation or the Settlement.

“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.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Plaintiffs (defined below) from and with respect to every one of the Released Defendants' Claims (defined below), and will thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Plaintiffs.

"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 the Stipulation or the Settlement.

"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.

(iii) "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

(iv) "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. All proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendants or Released Defendant Parties asserting any Released

Plaintiffs' Claims pending final determination of whether the Settlement should be approved.

32. If the Settlement is approved and the Effective Date occurs, no member of the Class will be able to bring another action asserting the Released Plaintiffs' Claims against any of the Released Defendant Parties individually or on behalf of Exabeam.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

33. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have they been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees and litigation expenses in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount of up to 17.5% of the Settlement Fund plus expenses, including up to a \$5,000 incentive award for each of the Plaintiffs paid from the Fee and Expense Award (the "Incentive Award"). The Court will determine the amount of the Fee and Expense Award and any Incentive Award. The Fee and Expense Award will be paid solely from (and out of) the Cash Settlement Amount portion of the Settlement Fund in accordance with the terms of the Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

34. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

35. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is important that you monitor the Court's docket and the Settlement website, www.ExabeamStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website www.ExabeamStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.ExabeamStockholderSettlement.com.**

36. The Settlement Hearing will be held on December 9, 2026, at 3:15 P.M. E.T., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), to, among other things: (a) determine whether the Action may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Plaintiffs may be finally appointed as representative for the Class and Plaintiffs' Counsel may be finally appointed as Class counsel, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action; (c) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) determine whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Released Plaintiffs' Claims against the Released Defendant Parties; (e) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (f) determine whether the requested Fee and Expense Award and/or Incentive Award should be approved; (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or the requested Fee and Expense Award and/or Incentive Award for Plaintiffs' Counsel; and (h) consider any other matters that may properly be brought before the Court in connection with the Settlement.

37. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or the Fee and Expense Award ("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before November 25, 2026**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection as specified in paragraph 38 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File

& ServeXpress, by hand, by First-Class U.S. Mail, or by express service) on Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to michael.palestina@ksfcounsel.com, jason@blockleviton.com, acordo@wsgr.com, aberni@wsgr.com, rstottmann@morrisnichols.com, mark.mckane@kirkland.com, byron.pacheco@kirkland.com.

REGISTER IN CHANCERY	
Register in Chancery Court of Chancery of the State of Delaware New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware 19801	
PLAINTIFFS' COUNSEL	
KAHN SWICK & FOTI, LLC Michael J. Palestina 1100 Poydras Street, Suite 960 New Orleans, LA 70163 Tel.: (504) 455-1400 michael.palestina@ksfcounsel.com	BLOCK & LEVITON LLP Jason M. Leviton 260 Franklin Street, Suite 1860 Boston, MA 02110 Tel.: (617) 398-5600 jason@blockleviton.com
DEFENDANTS COUNSEL	
WILSON SONSINI GOODRICH & ROSATI, P.C. Andrew D. Cordo Andrew D. Berni 222 Delaware Avenue, Suite 800 Wilmington, DE 19801 acordo@wsgr.com aberni@wsgr.com <i>Of Counsel</i> Ignacio E. Salceda Rebecca L. Epstein 650 Page Mill Road Palo Alto, CA 94304 isalceda@wsgr.com bepstein@wsgr.com <i>Attorneys for the Individual and VC Defendants</i>	KIRKLAND & ELLIS LLP Mark McKane, P.C. 555 California Street San Francisco, CA 94104 mark.mckane@kirkland.com Byron Pacheco 601 Lexington Avenue New York, NY 10022 byron.pacheco@kirkland.com MORRIS, NICHOLS, ARSHT & TUNNELL LLP Ryan D. Stottmann Kirk C. Andersen 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899 rstottmann@morrisnichols.com <i>Attorneys for Defendant Exabeam, Inc.</i>

38. Any objections must: (i) identify the case name and civil action number, “*Domingo Mihovilovic, et al. v. Exabeam, Inc., et al.*, C.A. No. 2024-0976-PAF”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class (*i.e.*, held shares of Exabeam common stock at any time during the period from May 4, 2024 through the closing of the Merger on or about July 2, 2024, inclusive of both dates).

39. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

40. If you wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiffs' Counsel and on Defendants' Counsel at the mailing and email addresses set forth in paragraph 37 above so that the notice is ***received on or before November 25, 2026***. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

41. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 37 above so that the notice is ***received on or before November 25, 2026***.

42. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel.

43. **Unless the Court orders otherwise, any member of the Class who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

44. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

45. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.ExabeamStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: A.B. Data Notice and Claims Administration, by mail at Exabeam Stockholder Settlement c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217; by telephone at 877-719-6140 Email: info@ExabeamStockholderSettlement.com or Plaintiffs' Counsel: Michael J. Palestina, 1100 Poydras Street, Suite 960, New Orleans, LA 70163, (504) 455-1400, michael.palestina@ksfcounsel.com; or Jason M. Leviton, 260 Franklin Street, Suite 1860, Boston, MA 02110, (617) 398-5600, jason@blockleviton.com.

WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

46. If you are a broker or other nominee that held shares of Exabeam common stock at any time during the period from May 4, 2024 through the closing of the Merger on or about July 2, 2024 (inclusive of both dates), for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at Exabeam Stockholder Settlement c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217;. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

47. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.ExabeamStockholderSettlement.com, by calling the Settlement Administrator toll free at 877-719-6140, or by emailing the Settlement Administrator at info@ExabeamStockholderSettlement.com

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING
THIS NOTICE.**

Dated: October 7, 2026

BY ORDER OF THE COURT OF CHANCERY OF
THE STATE OF DELAWARE

EXHIBIT A

Equity Term Sheet

TERM	DESCRIPTION
Issuer:	Excalibur CombineCo, L.P., a Delaware limited partnership (“ <u>Parent</u> ”)
Eligibility:	All persons and entities who held shares of Exabeam, Inc. common stock immediately prior to the Effective Time of the merger contemplated by the Agreement and Plan of Merger, dated May 4, 2024 (the “ Merger Agreement ”), pursuant to which Exabeam, Inc. merged with Merger Sub (the “ Merger ”), and whose shares of Exabeam common stock were cancelled by operation of the Merger, including as provided in Section 1.3 of the Merger Agreement (the “ <u>Eligible Recipients</u> ”); provided, however, that the following ¹ shall be ineligible to receive the equity securities described herein: (i) individuals who have or had an interest (whether in the form of a capital interest, profits interest, or any other similar type of equity or instrument) in Excalibur Aggregation L.P.; and (ii) the following persons and entities (collectively, the “ <u>Excluded Persons</u> ”): (a) Defendants; (b) 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; (c) 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 (d) 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.
Equity Structure:	The equity to be issued to the Eligible Recipients will be in the form of newly created Class C Units (the “ <u>Class C Units</u> ”). The Class C Units will be entitled to participate in distributions by Parent as further described in the Distribution Waterfall section below.

¹ The Parties have requested that eligibility to receive equity not be limited to Accredited Investors because a substantial portion of the putative class may not qualify as Accredited Investors. As a result, the Parties cannot represent or warrant that the issuance of the equity securities to all class members would comply with all applicable securities laws predicated on Accredited Investor status.

TERM	DESCRIPTION
Distribution Waterfall:	Distributions, including the proceeds of any Sale of the Partnership (as defined in the Parent LPA), will be made as follows: 1. <u>First</u>, to the holders of Class A Units, an amount equal to the aggregate Class A Unreturned Capital (as defined in the Parent LPA) with respect to all outstanding Class A Units; 2. <u>Second</u>, until the Minimum Return Threshold has been met, to the holders of (i) Class B Units which are not incentive units and (ii) Class B Units which (x) are incentive units, (y) have vested and (z) have a \$0 participation threshold (the Class B Units described in the foregoing clause (i), the “<u>Vested Incentive Units</u>”), and, together with the Class B Units described in the foregoing clause (ii), the “<u>Participating Class B Units</u>”), <i>pro rata</i> (based on the number of Participating Class B Units); 3. <u>Third</u>, following the achievement of the Minimum Return Threshold but subject to the Maximum Return Amount, to the holders of Class C Units and Vested Incentive Units, <i>pro rata</i> (based on the number of Class C Units and Vested Incentive Units); and 4. <u>Fourth</u>, all remaining amounts to the holders of Participating Class B Units, <i>pro rata</i> (based on the number of Participating Class B Units).

TERM	DESCRIPTION
Definitions:	“<u>Investment Proceeds</u>” means the aggregate cash and fair market value of the proceeds actually received by the Institutional Holders in respect of their Equity Securities on or prior to the date of closing of a Sale of the Partnership (as defined in the Parent LPA) (after deducting all out-of-pocket fees, costs and expenses paid or payable to a third party in connection with such Sale of the Partnership), as determined in good faith by the TB Funds (as defined in the Parent LPA), taking into account the amount of all cash distributions actually made to and received by the Institutional Holders in respect of such Equity Securities and all proceeds to the Institutional Holders from the sale or other disposition of such Equity Securities. For the avoidance of doubt payments, including expense reimbursement, paid or payable to Thoma Bravo, L.P. or its affiliates under any advisory services agreement will not be considered Investment Proceeds. “<u>Maximum Return Amount</u>” means \$13,500,000. “<u>Minimum Return Threshold</u>” means that the Institutional Holders (as defined in the Parent LPA) have achieved a Return on Investment of 1.50x (for the avoidance of doubt, after taking into account any payments to be made to the Class C Units). “<u>Parent LPA</u>” means the Amended and Restated Limited Partnership Agreement of Excalibur CombineCo, L.P., dated as of July 2, 2024. “<u>Return on Investment</u>” shall mean an amount equal to the result of (i) the aggregate amount of Investment Proceeds, <u>divided by</u> (ii) the aggregate amount of the Total Equity Investment through any date of determination. “<u>Total Equity Investment</u>” means, without duplication, the total of (i) the amount contributed (or deemed contributed) to Parent by the Institutional Holders as of July 2, 2024, plus (ii) any additional capital contributions, payments or investments by the Institutional Holders with respect to or in exchange for Equity Securities (as defined in the Parent LPA) after such date. The Total Equity Investment as of the date hereof is \$746,961,523.90.²
Other Matters:	The Class C Units will be subject to all of the terms of the Amended and Restated Limited Partnership Agreement of Parent.

* * * * *

² As of September 17, 2026.

Exabeam Stockholder Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

COURT APPROVED NOTICE REGARDING
Exabeam Stockholder Settlement