



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).

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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.

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² As of September 17, 2026.