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Case No. 2025-0305-LWW

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND and GLAZER CAPITAL, LLC, Plaintiffs, v. VISTA EQUITY PARTNERS MANAGEMENT, LLC, VEP GROUP, LLC, ONEX CORPORATION, LAURENCE GOLDBERG, MONTI S. SAROYA, HARDEEP GULATI, ZACH LEVITT, JUDY COTTE, BETTY HUNG, and GWEN REINKE, Defendants.	C.A. No. 2025-0305-LWW

ORDER AND FINAL JUDGMENT

WHEREAS, a hearing having been held before this Court on November 9, 2026, pursuant to this Court's Scheduling Order entered July 31, 2026 (the "Scheduling Order"), and upon a Stipulation and Agreement of Settlement, Compromise, and Release, dated July 16, 2026 (the "Stipulation") outlining a proposed Settlement of the above-captioned stockholder class action (the "Action"), which is incorporated herein by reference; the parties having appeared by their attorneys of record; the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement,

Plaintiffs' Counsels' application for an award of attorneys' fees and Litigation Expenses; the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the procedures set forth in the Scheduling Order; and the entire matter of the proposed Settlement having been heard and considered by the Court.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 9th day of November, 2026, as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Class Members for purposes of the Action.

3. **Notice:** The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Scheduling Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (a) the pendency of the Action;

(b) the effect of the proposed Settlement (including the Releases to be provided thereunder), the proposed Plan of Allocation, and Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses; (c) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses; (d) and their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Court of Chancery Rule 23, the U.S. Constitution (including the Due Process Clause), and all other applicable law and rules.

4. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement Amount; the Released Claims; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to, and in their best interests of, Lead Plaintiffs and the other Class Members. The Parties are directed to implement, perform, and consummate the

Settlement in accordance with the terms and provisions contained in the Stipulation, which this Judgment incorporates and makes a part hereof.

5. The Action and all of the claims asserted against Defendants in the Action are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Judgment.

6. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Parties and all Class Members, as well as their respective successors and assigns.

7. **Releases:** The Releases set forth in the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(i) Upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Plaintiffs' Claims against Defendants and the other Released

Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons.

(ii) Upon the Effective Date of the Settlement, Defendants and the Special Committee Members shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Defendants' Claims against Lead Plaintiffs and the other Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Defendants' Claims against any of the Released Plaintiffs' Persons.

8. Notwithstanding paragraph 7 above, nothing in the Stipulation or in this Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

9. **No Admissions:** Neither this Judgment, the Stipulation (whether or not consummated), including the Exhibits thereto and the Plan of Allocation

contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any Claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (ii) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their Claims are

without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (iii) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that the Parties and the Released Persons and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted under this Judgment or the Stipulation or otherwise to enforce the terms of the Settlement. Notwithstanding anything to the contrary in this Judgment, the Stipulation, or otherwise, Defendants may file or use this Judgment, the Stipulation, and related materials in any action: (i) involving a determination regarding insurance coverage or a determination of the taxable

income or tax liability of any Defendants, or (ii) to support a claim for contribution and/or indemnification.

10. **Award of Attorneys' Fees and Expenses:** Plaintiffs' Counsel are hereby awarded attorneys' fees of $ 6,000,000.00 and reimbursement of expenses in the amount of $ 303,901.14, which sums the Court finds to be fair and reasonable. The Court-awarded attorney's fees and Litigation Expenses (the "Fee and Expense Award") shall be paid out of the Settlement Fund in accordance with the terms of the Stipulation.

11. No proceedings or court order with respect to the Fee and Expense Award shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

12. **Plan of Allocation of Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments from the Net Settlement Fund to eligible Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with

respect to the approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

13. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any Exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

14. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, then: (i) this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; (ii) this Judgment shall be without prejudice to the rights of the Parties or the Class; (iii) and Lead Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' agreement-in-

principle to settle the Action reached on May 22, 2026, as provided under the Stipulation.

15. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Action and the Settlement.

Vice Chancellor Lori W. Will