

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

GENESEE COUNTY EMPLOYEES  
RETIREMENT SYSTEM, on behalf of  
itself and all other similarly situated  
former stockholders of CVENT  
HOLDING CORP.,

Plaintiff,

v.

C.A. No. 2024-0299-PAF

VISTA EQUITY PARTNERS  
MANAGEMENT, LLC, VISTA  
EQUITY PARTNERS FUND VI, L.P.,  
VISTA EQUITY PARTNERS FUND  
VI-A, L.P., VEPF VI FAF, L.P., VEPF  
IV AIV VII, L.P., VEPF IV AIV VII-A,  
L.P., VEPF III AIV VI, L.P., VEPF III  
AIV VI-A, L.P., VFF I AIV IV, L.P.,  
VFF I AIV IV-A, L.P., MANEET  
SAROYA, DAVID BREACH, BETTY  
HUNG, SAM PAYTON, NICOLAS  
STAHL, and RAJEEV AGGARWAL,

Defendants.

**FINAL ORDER AND JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT**

**WHEREAS**, a consolidated stockholder class action is pending in this Court titled *Genesee County Employees Retirement System v. Vista Equity Partners Management, LLC, et al.*, C.A. No. 2024-0299-PAF (Del. Ch.) (the “Action”);

**WHEREAS**, Plaintiff Genesee County Employees Retirement System (“Plaintiff”), individually and on behalf of the Class (as defined below); Defendants

Vista Equity Partners Management, LLC, Vista Equity Partners Fund VI, L.P., Vista Equity Partners Fund VI-A, L.P., VEPF VI FAF, L.P., VEPF IV AIV VII, L.P., VEPF IV AIV VII-A, L.P., VEPF III AIV VI, L.P., VEPF III AIV VI-A, L.P., VFF I AIV IV, L.P., VFF I AIV IV-A, L.P. (collectively, “Vista”); Maneet Saroya; David Breach; Betty Hung; Sam Payton; Nicolas Stahl; and Rajeev Aggarwal (collectively, the “Individual Defendants,” and together with Vista, “Defendants”) (Plaintiff and Defendants, together, the “Parties”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement, Compromise, and Release entered into by the Parties dated April 13, 2026 (the “Stipulation” and the settlement embodied therein the “Settlement”);

**WHEREAS**, pursuant to the Court’s December 3, 2025 order granting class certification (the “Class Certification Order”), the Court has already certified a non-opt out class consisting of all record and beneficial holders of Cvent common stock as of June 15, 2023 (the date of the consummation of the Transaction) who received Transaction Consideration, together with their respective successors and assigns, except the Excluded Persons;

**WHEREAS**, pursuant to the Class Certification Order, the Court appointed Plaintiff as lead representative for the Class and the law firms of Labaton Keller Sucharow LLP, Block & Leviton LLP, Bernstein Litowitz Berger & Grossmann

LLP, Friedman Oster & Tejtell PLLC, and Saxena White P.A. (collectively, “Plaintiff’s Counsel”) as co-lead counsel for the Class.

**WHEREAS**, by order dated April 22, 2026 (the “Scheduling Order”), this Court (a) ordered that notice of the proposed Settlement be provided to potential Class Members; (b) provided Class Members with the opportunity to object to the proposed Settlement, the Proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; and (c) scheduled a hearing regarding final approval of the Settlement;

**WHEREAS**, the Court conducted a hearing on July 10, 2026 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (b) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; (c) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (d) whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses (including an incentive award to Plaintiff) should be granted;

**WHEREAS**, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and application by Plaintiff’s

Counsel for an award of attorneys' fees and expenses; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, this 10th day of July, 2026, as follows:

1.     **Definitions:** Unless otherwise defined in this Judgment, the 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.
3.     **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on April 13, 2026; and (b) the Notice and Summary Notice, which were filed with the Court as Exhibits B and C to the Stipulation on April 13, 2026.
4.     **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was

reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) the proposed Plan of Allocation; (iv) Plaintiff's Counsel's application for an award of attorneys' fees and expenses; (v) the Class Members' right to object to any aspect of the Settlement and/or Plaintiff's Counsel's application for attorneys' fees and expenses; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **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 Releases, including the release of the Released Plaintiff's Claims as against the Released Defendants' Persons, and Released Defendants' Claims as against the Released Plaintiff's Persons; 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 the

Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

6. The Action and all of the claims asserted against Defendants in the Action by Plaintiff and the other Class Members are hereby dismissed with prejudice. Plaintiff and Defendants shall bear their own fees, costs, and expenses, except as otherwise expressly provided in the Stipulation or this Judgment.

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

8. **No Admission:** This Settlement shall not be deemed to constitute an admission by any Defendant of any fault, liability, damages, or wrongdoing, nor shall it be offered by any person as evidence in any action or proceeding, except in connection with a proceeding to enforce the terms of this Settlement or to effectuate the releases and dismissal with prejudice contained therein.

9. **Releases:** The Releases set forth in Paragraphs 4 and 5 of 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:

(a) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Plaintiff and each of the

other Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiff's Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiff's Claims against the Released Defendants' Persons.

(b) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Cvent and Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiff's Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff's Persons.

10. With respect to the releases set forth in Paragraphs 9(a)-(b) above (collectively, "Released Claims"), the Parties shall be deemed to have waived, and each of the other Class Members shall be deemed to have waived, and by operation

of this Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

11. Notwithstanding Paragraphs 9-10 above, nothing in the Stipulation or in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. **Award of Attorneys' Fees and Litigation Expenses:** Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the sum of \$ 2,400,000, which sum the Court finds to be fair and reasonable (the "Fee and Expense Award"). The Fee and Expense Award shall be paid solely from the Settlement Fund in accordance with the terms of the Stipulation.

13. Plaintiff Genesee County Employees Retirement System is hereby awarded an incentive award in the amount of \$ 2,500 (the "Incentive Award"). The Incentive Award shall be paid to Plaintiff from the Fee and Expense Award.

14. No proceedings or court order with respect to the Fee and Expense Award or Incentive Award shall in any way disturb, affect, or delay this Judgment



(including precluding this Judgment from being Final or otherwise being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement. Any such proceedings or court order shall be considered separate from this Judgment.

15. **Plan of Allocation of the Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments 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 among Class Members with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to 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.

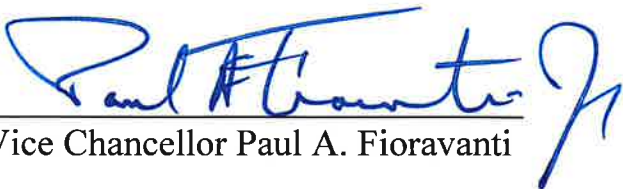
16. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement.

17. **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: (a) are not materially inconsistent with this Judgment; and (b) 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.

18. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, (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, and (ii) this Judgment shall be without prejudice to the rights of Plaintiff, the other Class Members, and Defendants, and the Parties shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on February 6, 2026, as provided in the Stipulation.

19. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Action.

  
Vice Chancellor Paul A. Fioravanti