



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE: PIVOTAL SOFTWARE, INC.
STOCKHOLDERS' LITIGATION

C.A. No. 2020-0440-KSJM

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated June 2, 2022 (together with the exhibits hereto, the “**Stipulation**”), is entered into by and among: (i) plaintiff Kenia Lopez (“**Plaintiff**”), on behalf of herself and the other members of the Court-certified stockholder class (the “**Class**,” as defined in Paragraph 1(c) below), with the exception of those stockholders who (a) are listed on the June 1, 2020 verified list of stockholders demanding payment for their shares in *HBK Master Fund L.P. v. Pivotal Software Inc.*, Civil Action No. 2020-0165-KSJM (Del. Ch.), and (b) have not withdrawn their demands for appraisal, or otherwise been deemed ineligible, *i.e.*, HBK Master Fund L.P. and HBK Merger Strategies Master Fund L.P. (collectively, the “**Appraisal Stockholders**”); (ii) defendants VMware, Inc. (“**VMware**”), Dell Technologies Inc. (“**Dell**”), Michael S. Dell (“**M. Dell**”), and Robert C. Mee (“**Mee**”) (together, “**Defendants**”); and (iii) Cynthia Gaylor (the “**Former Defendant**”) (Plaintiff, Defendants, and the

Former Defendant, together, the “**Parties**”).¹ Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against Defendants and the Former Defendant in the above-captioned stockholder class action (the “**Action**”). This Stipulation does not release, resolve, compromise, settle, or discharge any claims or dissenter rights (including appraisal under Section 262 of the DGCL) of the Appraisal Stockholders, who are not party to or included in the Settlement, and have no right to join in the Settlement.

WHEREAS:

A. On June 4, 2020, Plaintiff filed the Complaint against Dell, Michael Dell, VMware, Robert Mee, and Cynthia Gaylor, alleging, among other things, that Defendants and the Former Defendant breached fiduciary duties to the public stockholders of Pivotal Software, Inc. (“**Pivotal**” or, the “**Company**”), and, in the alternative, that VMware aided and abetted those breaches of fiduciary duties, in connection with the Acquisition and that, as a consequence thereof, the Company’s public stockholders suffered damages.

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

B. On June 16 and 17, 2020, Plaintiff served her First Requests for the Production of Discovery Materials, and on June 23, 2020, her First Sets of Interrogatories on Defendants and the Former Defendant.

C. On July 1 and 6, 2020, Defendants and the Former Defendant filed Motions to Dismiss Plaintiff's Verified Class Action Complaint (the "**Motions to Dismiss**"), and the Parties completed briefing on the Motions to Dismiss on January 29, 2021.

D. On July 20, 2020, Defendant VMware objected and responded to Plaintiff's First Request for the Production of Discovery Materials.

E. On August 13, 2020, Defendants Dell, M. Dell, and Mee, and Former Defendant Gaylor objected and responded to Plaintiff's First Requests for Production of Discovery Materials.

F. On August 14, 2020, the Court granted the Parties' Stipulation and Order for Consolidation, Appointment of Lead Plaintiff and Lead Counsel, and Coordination, consolidating this Action with *Howarth v. Dell Technologies Inc. et al*, C.A. No. 2020-0583-KSJM, appointing Plaintiff as lead plaintiff and Co-Lead Counsel as lead counsel, and coordinating this Action with *HBK Master Fund L.P. et al. v. Pivotal Software, Inc.*, C.A. No. 2020-0165-KSJM.

G. On December 29, 2020, Defendants and the Former Defendant served their First Requests for Production of Documents and First Set of Interrogatories on Plaintiff.

H. On January 28, 2021 and August 4, 2021, Plaintiff responded to Defendants' and the Former Defendant's First Request for Production of Documents and First Set of Interrogatories, respectively.

I. On March 23, 2021, the Court entered the Order Governing the Case Schedule setting a trial to commence on July 6, 2022 in Wilmington, Delaware.

J. On April 27, 2021, the Court held a hearing on the Defendants' and the Former Defendant's Motions to Dismiss.

K. On April 30, June 3, and August 4, 2021, Defendants and the Former Defendant responded to Plaintiff's First Set of Interrogatories.

L. On June 29, 2021, the Court entered its ruling denying Defendants' Motions to Dismiss with respect to Defendants VMware, Dell, M. Dell, and Mee, while granting Former Defendant Gaylor's Motion to Dismiss.

M. Over the next ten months, the Parties conducted extensive fact and expert discovery, in which the Parties produced over 55,500 documents, consisting of over 471,000 pages; conducted 21 depositions (including of the Parties' respective expert witnesses); and exchanged opening and rebuttal expert reports. Plaintiff obtained fact discovery from 15 third parties, who produced roughly 48,000

additional documents, consisting of nearly 311,000 pages. In all, more than 103,000 documents were produced in the litigation.

N. On November 4, 2021, the Court entered the Stipulation and Order Regarding Class Certification, certifying the Class, appointing Plaintiff as the representative for the Class, and appointing Bernstein Litowitz Berger & Grossmann LLP and Block & Leviton LLP as Co-Lead Counsel for the Class.

O. On January 24, 2022, the parties to the Action participated in a full-day mediation conducted by Robert A. Meyer of JAMS, Inc. However, the parties were unable to agree to settlement terms at that time.

P. Immediately following the mediation and through early May 2022, the parties to the Action conducted additional extensive arm's-length negotiations facilitated by Mr. Meyer while they continued to litigate the case and prepare for trial. Just two months before trial was set to begin, the parties reached an agreement in principle to settle the claims asserted against Defendants in the Action for \$42,500,000.00 (the "**Settlement Amount**") in cash, subject to Court approval. The settlement in principle was memorialized in a term sheet executed on May 2, 2022 (the "Term Sheet").

Q. On May 4, 2022, the parties to the Action informed the Court of the settlement in principle of the Action.

R. On May 17, 2022, the Court entered the Stipulation and Order Granting Stay, staying the Action until further order of the Court and vacating as to the Action all dates and provisions in the Amended Stipulation and Order Governing the Case Schedule dated October 26, 2021.

S. This Stipulation (together with the Exhibits hereto), which has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Parties and supersedes the Term Sheet.

T. Plaintiff, through Co-Lead Counsel, has investigated and pursued extensive discovery relating to the claims and the underlying events and transactions alleged in the Action. Co-Lead Counsel have analyzed the evidence adduced during the investigation and fact and expert discovery as described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiation between the Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's and Defendants' respective positions in this litigation.

U. Based upon their investigation and prosecution of the Action, Plaintiff and Co-Lead Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff and the other Class

Members and in their best interests. Based on her direct oversight of the prosecution of this matter, along with the input of Co-Lead Counsel, Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff and the other Class Members will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

V. Defendants have defended this action in good faith and deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff, as well as to each and every other Class Member, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants also deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted at all times properly, in good faith, and in a manner consistent with their legal duties. Defendants are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, disruption, and distraction of continued litigation and to resolve each of Plaintiff's claims against Defendants. The Settlement and this Stipulation shall not be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants

with respect to any claim or factual allegation in the Action, or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

W. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length and in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiff (individually and on behalf of the Class), Defendants, and the Former Defendant that, by and through their respective undersigned counsel, and subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of the Class against Defendants and the Former Defendant shall be finally and fully settled, compromised, released, resolved, discharged, settled, and dismissed with prejudice, and that the Released Plaintiff's Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully settled, compromised, released, resolved, discharged, settled, and

dismissed with prejudice against the Released Plaintiff's Persons, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and any Exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Acquisition**” means the acquisition of Pivotal by VMware on December 30, 2019.

(b) “**Acquisition Consideration**” means the cash consideration of \$15.00 per share in cash paid by VMware in exchange for shares of Pivotal Class A common stock in connection with the Acquisition.

(c) “**Class**” means the class certified under the Stipulation and Order Regarding Class Certification entered by the Court on November 4, 2021 (Transaction ID 67071138). Specifically, the Class consists of all former record holders and beneficial owners of Class A common stock of Pivotal Software, Inc. who received \$15 per share in cash in exchange for their shares of Pivotal Class A common stock in connection with the acquisition of Pivotal by VMware, Inc. (the “Class Shares”), in their capacities as record holders or beneficial owners of Class Shares, together with their heirs, assigns, transferees, and successors-in-interest, in each case in their capacity as holders of Class Shares. Excluded from the Class are

(i) Defendants and their immediate family members, affiliates, legal representatives, heirs, estates, successors, or assigns; and (ii) any entity in which any Defendant has had a direct or indirect controlling interest. Also excluded from the Class are (i) the Former Defendant and her immediate family members, affiliates, legal representatives, heirs, estates, successors, or assigns, and any entity in which the Former Defendant has had a direct or indirect controlling interest; and (ii) the Appraisal Stockholders.

(d) “**Class Member**” means a member of the Class.

(e) “**Closing**” means the closing of the Acquisition on December 30, 2019.

(f) “**Co-Lead Counsel**” means the law firms Bernstein Litowitz Berger & Grossmann LLP and Block & Leviton LLP.

(g) “**Complaint**” means Plaintiff’s Verified Class Action Complaint filed with the Court on June 4, 2020 (Transaction ID 65667520).

(h) “**Defendants’ Counsel**” means the law firms Gibson, Dunn & Crutcher LLP and Young Conaway Stargatt & Taylor, LLP for VMware; Alston & Bird LLP and Richards, Layton & Finger, P.A. for Dell and Michael S. Dell; and Davis Polk & Wardwell LLP and Connolly Gallagher LLP for Robert Mee and Cynthia Gaylor.

(i) “**DTCC**” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(j) “**DTCC Participants**” means the DTCC participants to which DTCC distributed the Acquisition Consideration.

(k) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 29 of this Stipulation have been met and have occurred or have been waived.

(l) “**Escrow Account**” means the account maintained by Bernstein Litowitz Berger & Grossmann LLP and into which the Settlement Amount shall be deposited.

(m) “**Excluded Party**” or “**Excluded Parties**” means the Appraisal Stockholders and any persons and entities who received the Acquisition Consideration but are excluded from the Class by definition.

(n) “**Final,**” when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, 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,

reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(o) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(p) “**Litigation Expenses**” means costs and expenses incurred by Plaintiff's Counsel in connection with commencing, prosecuting, and settling the Action, for which Co-Lead Counsel intends to apply to the Court for payment from the Settlement Fund.

(q) “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or

Litigation Expenses awarded by the Court from the Settlement Fund; and (iv) any other costs or fees approved by the Court.

(r) “**Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed (or emailed) to potential Class Members.

(s) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiff’s Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

(t) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(u) “**Plaintiff**” means Kenia Lopez.

(v) “**Plaintiff’s Counsel**” means Co-Lead Counsel and The Weiser Law Firm, P.C., counsel to Plaintiff; and Levi & Korsinsky, LLP and Cooch and Taylor, P.A., counsel to additional plaintiff Stephanie Howarth.

(w) “**Released Claims**” means, collectively, the Released Plaintiff’s Claims and the Released Defendants’ Claims.

(x) **“Released Defendants’ Claims”** means all claims or causes of action, debts, demands, rights, or liabilities whatsoever, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, whether arising under federal, state, or common law, including known claims and Unknown Claims, that arise out of, relate to, or are based upon the institution, prosecution, or settlement of the claims against Defendants or the Former Defendant in the Action. Released Defendants’ Claims do not cover, include, or release claims relating to the enforcement of the Settlement. Released Defendants’ Claims shall not include claims, if any, that any Released Defendants’ Persons may have against its or their insurer(s).

(y) **“Released Defendants’ Persons”** means Defendants and the Former Defendant and each of their current or former affiliates, agents, employees, directors, officers, attorneys, insurers, advisors, and assigns.

(z) **“Released Plaintiff’s Claims”** means all claims or causes of action, debts, demands, rights, or liabilities whatsoever, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, whether arising under federal, state, or common law, including known claims and Unknown Claims, that Plaintiff or any other member of the Class asserted or could have asserted in the Complaint filed in the Action or in any other forum that (i) arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences,

representations, or omissions involved, set forth, or referred to in the Complaint or any former complaint in the Action and (ii) arise out of, relate to, or are based upon the ownership of Pivotal common stock as of the Closing of the Acquisition. Released Plaintiff's Claims do not cover, include, or release: (i) any claims relating to the enforcement of the Settlement Agreement; (ii) any claims against Defendants and the Former Defendant arising from conduct occurring after the date of this Stipulation; or (iii) any claims of the Appraisal Stockholders or any other Excluded Parties ("**Excluded Parties' Claims**").

(aa) "**Released Plaintiff's Persons**" means Plaintiff, her attorneys (including, without limitation, Plaintiff's Counsel), and each of their current or former affiliates, agents, employees, directors, officers, attorneys, insurers, advisors, and assigns.

(bb) "**Released Persons**" means, collectively, the Released Plaintiff's Persons and the Released Defendants' Persons.

(cc) "**Releases**" means the releases set forth in Paragraphs 3–4 of this Stipulation.

(dd) "**Scheduling Order**" means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(ee) “**Settlement**” means the resolution of the Action as against Defendants on the terms and conditions set forth in this Stipulation.

(ff) “**Settlement Administrator**” means the settlement administrator selected by Plaintiff to provide Notice to the Class and administer the Settlement.

(gg) “**Settlement Amount**” means \$42,500,000.00 (United States Dollars) in cash.

(hh) “**Settlement Fund**” means the Settlement Amount plus any and all interest earned thereon.

(ii) “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

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

(kk) “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with determining the amount

of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ll) “**Unknown Claims**” means any Released Plaintiff’s Claims which Plaintiff 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 such claims, and any Released Defendants’ Claims which any Defendant or Former Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff, Defendants, and the Former Defendant shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the 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.

Plaintiff, Defendants, and the Former Defendant acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for herein.

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiff and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiff's Claims against Defendants, the Former Defendant, and the other Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting any and all Released Plaintiff's Claims against any of the Released Defendants' Persons. This Release shall not apply to any of the Excluded Parties' Claims.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants and the Former Defendant, on behalf

of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims against Plaintiff and the other Released Plaintiff's Persons, and shall forever be barred and enjoined from prosecuting any and all Released Defendants' Claims against any of the Released Plaintiff's Persons.

5. Notwithstanding Paragraphs 3–4 above, nothing in the Judgment shall bar any action by any of the Parties or the Former Defendant to enforce or effectuate the terms of this Stipulation or the Judgment.

III. SETTLEMENT CONSIDERATION

6. Defendants shall pay or cause their insurers to pay the Settlement Amount into the Escrow Account no later than twenty (20) business days after the later of: (i) the date of entry of the Scheduling Order; or (ii) the date of Defendants' Counsel's receipt from Co-Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, account name and number, and a signed W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited. If Defendants fail to cause the full payment of the Settlement Amount in a timely manner, Plaintiff may apply

for an order compelling Defendants' compliance with the provisions of this Stipulation regarding payment of the Settlement Amount or exercise her right under Paragraph 32 below to terminate the Settlement.

IV. USE OF SETTLEMENT FUND

7. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund; and (iv) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund (that is, the Net Settlement Fund) shall be distributed to Class Members pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

8. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the escrow agent ("**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. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States 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 FDIC may be deposited in any account that is fully insured by the

FDIC. In the event that the yield on United States 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. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Bernstein Litowitz Berger & Grossmann LLP, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for 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. Bernstein Litowitz Berger & Grossmann LLP shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Bernstein Litowitz Berger & Grossmann LLP the statement described in Treasury Regulation § 1.468B-3(e). Bernstein Litowitz Berger & Grossmann LLP, 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.

10. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Bernstein Litowitz Berger & Grossmann LLP 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 Paragraph 9 above 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.

11. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, their insurance carriers, the other Released Defendants’ Persons, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

12. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Co-Lead Counsel may pay from 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 paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurance carriers, or any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

13. In connection with the Settlement, Co-Lead Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses to Plaintiff's Counsel (the "Fee and Expense Award") to be paid solely from (and out of) the Settlement Fund. Co-Lead Counsel's application for a Fee and Expense Award is not the subject of any agreement among Plaintiff and Defendants other than what is set forth in this Stipulation.

14. It is not a condition of this Stipulation or the Settlement embodied herein that the Court award any attorneys' fees or expenses to Plaintiff's Counsel.

Defendants reserve the right to oppose any part or all of any application for a Fee and Expense Award materially in excess of the fee and expense amounts stated in the Notice attached hereto as Exhibit B. In the event that the Court does not award attorneys' fees or expenses, or in the event that the Court makes a Fee and Expense Award in an amount that is less than the amount requested by Plaintiff's Counsel or is otherwise unsatisfactory to Plaintiff's Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation nevertheless shall remain in full force and effect. Neither Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to any Fee and Expense Award.

15. The Fee and Expense Award shall be paid to Co-Lead Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no

later than twenty (20) business days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final.

16. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

17. As soon as practicable after execution of this Stipulation, Plaintiff shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (i) the dissemination by mail (or email) of the Notice, substantially in the form attached hereto as **Exhibit B**; (ii) the publication of the Summary Notice, substantially in the form attached hereto as **Exhibit C**; and (iii) the scheduling of the Settlement Hearing to consider: (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the

Court, (c) Co-Lead Counsel's application for an award of attorneys' fees and Litigation Expenses and approval of the proposed Plan of Allocation, and (d) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

18. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VII. SETTLEMENT ADMINISTRATION

19. Plaintiff shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class Members. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

20. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including, but not limited to, providing the Class Member Records in accordance with Paragraph 21 below and the Acquisition Records in accordance with Paragraph 22 below.

21. For purposes of providing notice of the Settlement to potential Class Members, within ten (10) business days following entry of the Scheduling Order by

the Court, VMware, at no cost to the Settlement Fund, Co-Lead Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Co-Lead Counsel in an electronically searchable form, such as Excel, the stockholder register from Pivotal's transfer agent containing the names, mailing addresses and, if available, email addresses for all record holders of Pivotal Class A common stock at the Closing of the Acquisition ("**Class Member Records**").

22. For purposes of distributing the Net Settlement Fund to eligible Class Members, within ten (10) business days following entry of the Judgment by the Court, VMware, at no cost to the Settlement Fund, Co-Lead Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Co-Lead Counsel in an electronically searchable form, such as Excel, the following information (the "**Acquisition Records**"):

(a) the names, mailing addresses and, if available, email addresses of all record holders of Pivotal Class A common stock listed on Pivotal's stockholder register ("**Record Holders**") who received the Acquisition Consideration in exchange for their shares of Pivotal Class A common stock in connection with the Acquisition ("**Acquisition Record Holders**"), and the number of shares of Pivotal Class A common stock held by each Acquisition Record Holder that were exchanged for the Acquisition Consideration;

(b) the names, mailing addresses and, if available, email addresses of all Excluded Parties, and for each Excluded Party, (i) an indication of whether the Excluded Party was, at the Closing, either (x) a Record Holder of Pivotal Class A common stock listed or (y) a beneficial holder of Pivotal Class A common stock whose shares were held via a financial institution on behalf of the Excluded Party (“**Beneficial Holder**”); (ii) the number of shares of Pivotal Class A common stock owned by the Excluded Party, as either a Record Holder or Beneficial Holder, and for which the Excluded Party received the Acquisition Consideration (“**Excluded Shares**”); and (iii) for each Excluded Party that is a Beneficial Holder, the name and “DTCC Number” of the financial institution where their Excluded Shares were held and the Excluded Party’s account number at such financial institution; and

(c) the allocation or “chill” report generated by the DTCC, in anticipation of the Acquisition to facilitate the allocation of the Acquisition Consideration to eligible Class Members (the “**Allocation Report**”), which shall include, for each DTCC participant, the participant’s “DTCC number” and the number of shares of Pivotal Class A common stock reflected on the Allocation Report used by DTCC to distribute the Acquisition Consideration.

23. Defendants will use their commercially reasonable best efforts to obtain from the DTCC and provide to the Settlement Administrator or Co-Lead Counsel any additional information as may be required to distribute the Net Settlement Fund

to eligible Class Members and not to Excluded Parties, including, without limitation, information sufficient to identify all DTCC participants who received the Acquisition Consideration in connection with the Acquisition, the number of shares as to which each DTCC participant received payment (and/or the amount of consideration each DTCC participant received), and the correct address or other contact information used to communicate with the appropriate representatives of each DTCC participant that received Acquisition Consideration. Defendants shall also use their commercially reasonable best efforts to obtain suppression letters from Excluded Parties and/or Excluded Parties' brokers if requested to do so by the DTCC.

24. Defendants and other Excluded Parties shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

25. The Net Settlement Fund shall be distributed to eligible Class Members in the accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation

proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Co-Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in the Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in the Action and shall not have any involvement with the application of the Court-approved plan of allocation.

26. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). At such time that Co-Lead Counsel, in their sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Defendants, and the other Released

Defendants' Persons 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.

28. 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.

VIII. CONDITIONS OF SETTLEMENT

29. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events, which the Parties shall use their commercially reasonable best efforts to achieve:

(a) the full Settlement Amount has been paid into the Escrow Account accordance with Paragraph 6 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) the Court has entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(d) the Judgment has become Final.

30. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or their insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

31. Plaintiff and Defendants (provided Defendants unanimously agree amongst themselves) 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 within thirty (30) calendar days of: (i) the Court’s final refusal to enter the Scheduling Order in any material respect; (ii) the Court’s final refusal to approve the Settlement or any material part thereof; (iii) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or (iv) the date upon which an order vacating, modifying, revising, or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 6 above. However, any decision or proceeding, whether in this Court or

any appellate court, with respect to an application by Co-Lead Counsel for any Fee and Expense Award, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

32. If (i) Plaintiff exercises her right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on May 2, 2022 and the Parties shall promptly negotiate a new schedule to bring the Action to trial;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 32 and Paragraphs 12, 15, 33, and 55 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within fifteen (15) business days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 15 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or Defendants' insurers, with the refund allocated according to the respective contributions to the Settlement Fund on behalf of Defendants (according to instructions to be provided by Defendants to Co-Lead Counsel). In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 15 above have not been refunded to the Settlement Fund within the fifteen (15) business days specified in this Paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or Defendants' insurers, with the refund allocated according to the respective contributions to the Settlement Fund on behalf of Defendants (according to instructions to be provided by Defendants to Co-Lead Counsel) immediately upon their deposit into the Escrow Account consistent with Paragraph 15 above.

X. NO ADMISSION OF WRONGDOING

33. Neither the Term Sheet, this Stipulation (whether or not consummated), including the Exhibits hereto 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 Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) 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 Plaintiff 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 this 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 this Stipulation;

(b) shall be offered against any of the Released Plaintiff's Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff's 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 Plaintiff's 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 this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however,* that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XI. MISCELLANEOUS PROVISIONS

34. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

35. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge

any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

36. 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 by or 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 Plaintiff, Plaintiff and Defendants 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 Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiff and Defendants shall be restored to their respective positions in the litigation as provided in Paragraph 33 above, and 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 33 above.

37. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against Defendants or the Former Defendant with respect to the Released Plaintiff's Claims. Accordingly, Plaintiff and her counsel and Defendants (and the Former Defendant) and their counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants (or the Former Defendant) in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, including through a mediation process supervised and conducted by Robert A. Meyer of JAMS, Inc., and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

38. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants (and the Former Defendant) and their 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. In all events, Plaintiff and her counsel and Defendants (and the Former Defendant) and their counsel shall not make any accusations of wrongful or actionable conduct by any 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.

39. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

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

41. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

42. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

43. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of any Fee and Expense Award to Plaintiff's Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved

by the Court) and the distribution of the Net Settlement Fund to eligible Class Members.

44. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

45. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

46. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

47. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiff's Persons are intended

beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

48. The Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to any of them, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

49. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

50. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

51. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

52. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary

approvals of the Court required of this Stipulation (including, but not limited to, using their commercially reasonable best efforts to resolve any objections raised to the Settlement), and to use commercially reasonable best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

53. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Co-Lead
Counsel:

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Block & Leviton LLP
Attn: Joel Fleming, Esq.
260 Franklin St., Suite 1860
Boston, MA 02110
(617) 398-5600
joel@blockleviton.com

If to Defendants, the Former
Defendant, or Defendants' or
the Former Defendants'
Counsel:

Alston & Bird LLP
Attn: John L. Latham, Esq.
One Atlantic Center
1201 W. Peachtree Street NE, Suite 4900
Atlanta, GA 30309-3424

(404) 881-7000
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Davis Polk & Wardwell LLP
Attn: Andrew Ditchfield, Esq.
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Gibson, Dunn & Crutcher LLP
Attn: Michael D. Celio
1881 Page Mill Road
Palo Alto, CA 94304
(650) 849-5326
MCelio@gibsondunn.com

54. Except as otherwise provided herein, each Party shall bear its own costs.

55. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their commercially reasonable best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

56. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

57. 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 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, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 2, 2022.

[Signatures on Next Page]

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