

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.

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

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a record holder or beneficial holder of shares of Cvent Holding Corp. (“Cvent” or the “Company”) common stock whose shares were exchanged for \$8.50 per share in cash when Cvent was acquired on June 15, 2023.

NOTICE OF SETTLEMENT: Please also be advised that (i) Plaintiff Genesee County Employees Retirement System (“Plaintiff”), on behalf of itself and the Class (defined in paragraph 23 below); and (ii) 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,” and collectively with Plaintiff, the “Parties” and each a “Party”) have reached a proposed settlement of the Action (the “Settlement”) for \$12,000,000 (United States Dollars) in cash (the “Settlement Amount”). The proposed Settlement, if approved by the Court, will resolve all claims in the Action against Defendants, and the Action will be dismissed with prejudice.

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

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a Class Member (as defined in paragraph 23 below), you <u>may</u> be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. <i>See</i> paragraphs 28-36 below for further discussion.
OBJECT TO THE SETTLEMENT, THE PROPOSED PLAN OF ALLOCATION, OR PLAINTIFF’S COUNSEL’S REQUEST FOR AN AWARD OF ATTORNEYS’ FEES AND EXPENSES BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 23, 2026.	If you are a Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff’s Counsel’s application for a Fee and Expense Award (including any Incentive Award to Plaintiff), you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON JULY 10, 2026, AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 23, 2026.	Filing a written objection that is received by June 23, 2026, and notice of intention to appear that is received by June 23, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the July 10, 2026 hearing may be conducted by telephone or videoconference (<i>see</i> paragraphs 42-51 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release, dated April 13, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.CventStockholdersLitigation.com.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. This Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiff's Counsel for a Fee and Expense Award, including any Incentive Award to Plaintiff, in connection with the Settlement (the "Settlement Hearing"). See paragraphs 42-51 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

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

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

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

WHAT IS THIS CASE ABOUT?

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

4. On March 14, 2023, Cvent announced that it had entered into a definitive agreement whereby affiliates of Blackstone Inc. ("Blackstone") would acquire Cvent in a take-private transaction with an enterprise valuation of approximately \$4.6 billion, Cvent's minority stockholders would receive \$8.50 in cash per share, and Vista, the controlling stockholder of Cvent, would receive \$8.50 in cash per share and preferred equity in the post-acquisition company (the

“Transaction”).

5. In connection with the Transaction, certain stockholders, including Vista, executed voting agreements to vote all shares of Cvent common stock owned by them, collectively constituting approximately 87.5% of Cvent’s outstanding common stock, in favor of the approval of the Transaction.

6. On May 3, 2023, Cvent filed with the U.S. Securities and Exchange Commission (“SEC”) its Definitive Proxy Statement (Schedule 14A) (the “Proxy”) concerning the Transaction.

7. On April 3, 2023, Plaintiff served a demand to inspect the books and records of Cvent pursuant to 8 *Del. C.* § 220 (the “Section 220 Demand”), and Cvent thereafter produced 852 pages of documents in response to the demand.

8. On June 15, 2023, the Transaction closed.

9. On March 25, 2024, Plaintiff filed a Verified Stockholder Class Action Complaint (the “Complaint”) against Defendants, commencing the Action. Plaintiff alleged breaches of fiduciary duty against Vista in its capacity as a controlling stockholder of Cvent, against the Individual Defendants in their capacities as directors of Cvent, and against Aggarwal in his capacity as a director and officer of Cvent. The Complaint alleged that the consideration that minority stockholders received in the Transaction was not fair.

10. Specifically, Plaintiff alleged that Vista, a then-controlling stockholder of Cvent owning approximately 80.9% of the Company’s outstanding common stock, caused the Company to enter into the Transaction at an unfair price and through an unfair process. Plaintiff further alleged that Vista received unique consideration not shared with minority stockholders in the form of a \$1.25 billion preferred equity rollover investment in the post-Transaction company carrying above-market terms, while minority stockholders were cashed out entirely at \$8.50 per share. Plaintiff additionally alleged that the Transaction lacked procedural protections to guarantee its fairness, including a majority-of-the-minority stockholder vote and approval by a fully independent special committee, and that the Board and its financial advisors were conflicted. Plaintiff sought, among other things, monetary damages (including pre- and post-judgment interest), attorneys’ fees, and costs.

11. Plaintiff alleged, based on, among other things, the \$10.00 per share implied equity valuation at which the Company had gone public through a de-SPAC transaction approximately fifteen months before the Transaction was announced and the Company’s growth projections, that the \$8.50 per share price that minority stockholders received in the Transaction was unfairly low.

12. On June 18, 2024, Defendants filed a Motion to Dismiss the Complaint.

13. On January 17, 2025, the Court held a hearing on the Motion to Dismiss.

14. On January 24, 2025, the Court issued a bench ruling granting in part the Motion to Dismiss as to Aggarwal in his capacity as an officer of Cvent and denying the Motion to Dismiss in all other respects.

15. On March 10, 2025, Defendants filed an Answer and Defenses to the Complaint. Their defenses included: (1) Plaintiff failed to state a claim upon which relief can be granted; (2) Defendants did not breach any fiduciary duties; (3) Plaintiff’s claims failed under the business judgment rule; (4) the conduct alleged met the standard of enhanced scrutiny; (5) the Transaction was entirely fair to Cvent’s stockholders; (6) Plaintiff lacked standing; (7) Plaintiff could not satisfy the requirements for class certification; (8) Plaintiff failed to show that it suffered damages; (9) Plaintiff’s alleged damages were speculative and impossible to ascertain; (10) Plaintiff failed to show that its alleged damages were the result of any actions taken by the Defendants or of which the Defendants’ conduct was the proximate cause; and (11) Plaintiff’s claims were barred by limitations on personal liability set forth in Section 10.01 of Cvent’s Certificate of Incorporation and Section 102(b)(7) of the Delaware General Corporation Law.

16. Between March 2025 and February 2026, the Parties engaged in extensive discovery. Plaintiff propounded 74 requests for document production to Defendants, served 43 interrogatories directed to Defendants, and served subpoenas on eleven (11) third parties. In response to Plaintiff’s discovery requests, Defendants and third parties produced over 91,000 documents. Defendants propounded 40 document requests to Plaintiff and served 36 interrogatories on Plaintiff.

17. On December 3, 2025, the Court entered a Stipulation and Order Regarding Class Certification (the “Class Certification Order”), certifying a non-opt-out class and appointing 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 & Tejtel PLLC, and Saxena White P.A. as co-lead counsel for the class.

18. On December 12, 2025, the Parties participated in a day-long mediation session before David Murphy of Questions? Call 877-580-7778, email info@CventStockholdersLitigation.com, or visit www.CventStockholdersLitigation.com.

Phillips ADR Enterprises. This mediation session was not successful, but the Parties remained in touch with Mr. Murphy and settlement talks continued intermittently over the following months, ultimately resulting in the Settlement.

19. The Parties memorialized their agreement in principle to settle the Action in a Term Sheet executed on February 6, 2026 (the “Term Sheet”). The Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for a cash payment of \$12,000,000 (United States Dollars), subject to certain terms and conditions and the execution of a customary “long-form” stipulation and agreement of settlement and related papers.

20. On February 6, 2026, the Parties informed the Court of their agreement in principle to settle the Action and agreed to suspend all upcoming deadlines.

21. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on April 13, 2026. The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement and supersedes the Term Sheet, can be viewed at www.CventStockholdersLitigation.com.

22. On April 22, 2026, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

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

23. If you are a member of the Class, you are subject to the Settlement. The Class certified by the Court under its December 3, 2025 Class Certification Order consists 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,² together with their respective successors and assigns, except the Excluded Persons.

The Excluded Persons are: (i) Defendants; (ii) the directors and named executive officers of Cvent (as identified in the Proxy); (iii) any parent, subsidiary, affiliate, partner, executive officer, director, heir, successor, assign, or controlling person of any of the foregoing; (iv) members of the Immediate Family of any of the foregoing; and (v) any entity in which any of the foregoing has or had a controlling interest on June 15, 2023.

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

24. In consideration of the Settlement of the Released Plaintiff's Claims (defined in paragraph 37 below) against Defendants and the other Released Defendants' Persons (defined in paragraph 37 below), Defendants will pay, or cause their insurers to pay, \$12,000,000 (United States Dollars) in cash (the “Settlement Amount”) into an interest-bearing escrow account maintained by Plaintiff's Counsel for the benefit of the Class. Further, Defendants will release all Released Defendants' Claims against the Class and the other Released Plaintiff's Persons (such terms defined in paragraph 37 below). See paragraphs 28-39 below for details about the distribution of the Net Settlement Fund to eligible Class Members and the release of claims.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

25. Plaintiff and Plaintiff's Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, the Court could have

² “Transaction Consideration” means \$8.50 per share in cash, exchanged for each share of Cvent common stock converted in connection with the Transaction.

disagreed with Plaintiff's view of the applicable legal standards or of the underlying evidence and could have entered judgment for Defendants, either dismissing the claims against Defendants on summary judgment (*i.e.*, prior to trial) or after trial. Plaintiff and Plaintiff's Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiff's claims against Defendants through trial, the possibility that the case could be dismissed following the discovery period, the uncertainty of appeals, and the collectability of any potential judgment.

26. In light of the monetary recovery achieved, and based upon their investigation, prosecution, and mediation of the Action, and the information available to them through the public record, confidential materials obtained through a books and records demand pursuant to 8 *Del. C.* § 220, and extensive discovery—which provided Plaintiff and Plaintiff's Counsel with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's and Defendants' respective positions in the Action—Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiff and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of the \$12,000,000 Settlement Amount without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

27. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or to any other Class Member, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further 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 properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims, as defined below, as against the Released Defendants' Persons, as defined below. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?

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

29. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account maintained by Plaintiff's Counsel for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the "Net Settlement Fund" (that is, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less: (i) any and all Taxes; (ii) any and all Notice and Administration Costs; (iii) any Fee and Expense Award; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated in paragraphs 32-36 below or such other plan of allocation as the Court may approve.

30. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

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

PROPOSED PLAN OF ALLOCATION

32. The Net Settlement Fund will be distributed on a *pro rata* basis to all eligible Class Members who held or beneficially owned shares of Cvent common stock at the closing of the Transaction on June 15, 2023, and therefore received the Transaction Consideration for their "Eligible Shares." For the avoidance of doubt, eligible Class Members exclude all Excluded Persons. "Eligible Shares" will be the number of shares of Cvent common stock held or beneficially owned by eligible Class Members at the closing of the Transaction and for which they received the Transaction Consideration.

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

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34. Payments from the Net Settlement Fund to eligible Class Members will be made in the same manner in which eligible Class Members received the Transaction Consideration. Accordingly, if your shares of Cvent common stock were held in “street name” and the Transaction Consideration was deposited into your brokerage account, your broker will be responsible for depositing your payment from the Net Settlement Fund into that same brokerage account.

35. Subject to Court approval in the Class Distribution Order, Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to eligible Class Members as follows:

- a. With respect to shares of Cvent common stock held of record at the closing of the Transaction by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to eligible Class Members who held their shares through DTC Participants to be paid to the DTC Participants. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each eligible Class Member based on the number of Eligible Shares beneficially owned by such eligible Class Members.
- b. With respect to shares of Cvent common stock held of record at the closing of the Transaction other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.
- c. A person who purchased shares of Cvent common stock on or before June 15, 2023 but had not settled those shares at the closing of the Transaction (“Non-Settled Shares”) shall be treated as an eligible Class Member (and his, her, or its shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before June 15, 2023, shall not be treated as an eligible Class Member with respect to those Non-Settled Shares.

36. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), or if there is a remaining balance in the Net Settlement Fund for any other reason, such balance shall be redistributed to identifiable Class Members in accordance with the Plan of Allocation or, if Plaintiff’s Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Delaware Combined Campaign for Justice.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

37. If the Settlement is approved, the Court will enter a Final Order and Judgment Approving Class Action Settlement (the “Judgment”). Pursuant to the Judgment, all claims asserted against Defendants in the Action will be dismissed with prejudice and the following Releases will occur:

(i) Release of Claims by Plaintiff and the Class: 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 the 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.

(ii) Release of Claims by Defendants: Upon the Effective Date of the Settlement, 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 the 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.

“Released Plaintiff’s Claims” means any and all claims and causes of action, including Unknown Claims, that Plaintiff or any other Class Member (i) asserted in the Action; or (ii) could have asserted in the Action or any forum that arise out of, are based upon, or relate to (A) the allegations, transactions, facts, events,

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matters, occurrences, disclosures, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action and (B) the Transaction, excluding claims relating to the enforcement of the Settlement and the Stipulation.

“Released Plaintiff’s Persons” means Plaintiff, its attorneys (including Plaintiff’s Counsel), the other Class Members, and any of their current and former affiliates (including parents and subsidiaries), officers, directors, partners (including general and limited partners), members, managers, employees, equity holders, attorneys, Immediate Family Members, trustees, trusts, experts, auditors, accountants, insurers, heirs, estates, executors, representatives, administrators, predecessors, successors, and assigns, in their capacities as such.

“Released Defendants’ Claims” means any and all claims and causes of action, including Unknown Claims, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action, except for claims relating to the enforcement of the Settlement and the Stipulation. For the avoidance of doubt, the Released Defendants’ Claims do not include any claims for advancement or indemnity of legal fees, costs, and expenses incurred in connection with the Action and this Settlement, or any claims that any Defendant may have against any of their respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

“Released Defendants’ Persons” means Defendants and their affiliates (including their current and former parents and subsidiaries), and the officers, directors, general or limited partners, members, managers, employees, and equity holders of Vista or any Defendant and their affiliates, and each of their respective predecessors, successors, Immediate Family Members (as applicable), heirs (as applicable), estates (as applicable), partners, insurers, representatives, attorneys, trustees, trusts, experts, auditors, and accountants, in their capacities as such.

“Unknown Claims” means any Released Plaintiff’s Claims that 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 that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. Plaintiff and Defendants acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff’s Claims and the Released Defendants’ Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Plaintiff’s Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants 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 and Defendants 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.

38. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Released Plaintiff’s Persons are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against any Released Defendants’ Persons asserting any Released Plaintiff’s Claims pending final determination of whether the Settlement should be approved.

39. If the Settlement is approved and the Effective Date occurs, no Class Member will be able to bring another Questions? Call 877-580-7778, email info@CventStockholdersLitigation.com, or visit www.CventStockholdersLitigation.com.

action asserting the Released Plaintiff's Claims against any of the Released Defendants' Persons.

HOW WILL PLAINTIFF'S COUNSEL BE PAID?

40. Plaintiff's Counsel have not received any payment for their services in pursuing the claims asserted in the Action, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees and litigation expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 21% of the Settlement Fund. Plaintiff may also petition the Court for an incentive award (the "Incentive Award") of an amount not to exceed \$2,500 for Plaintiff, to be paid to Plaintiff solely from out of any Fee and Expense Award to Plaintiff's Counsel.

41. The Court will determine the amount of the Fee and Expense Award and any Incentive Award. The Fee and Expense Award (including any Incentive Award) will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

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

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

44. The Settlement Hearing will be held on July 10, 2026, at 11:00 a.m., before The Honorable Paul A. Fioravanti, Vice Chancellor, at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (at the discretion of the Court), to, among other things: (i) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and in their best interests, and should be approved by the Court; (ii) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants and granting the Releases provided under the Stipulation; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (iv) determine whether the application by Plaintiff's Counsel for a Fee and Expense Award (including any Incentive Award to Plaintiff) should be approved; (v) hear and determine any objections to the Settlement or Plaintiff's Counsel's application for a Fee and Expense Award and any Incentive Award to Plaintiff; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement.

45. Any Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award (including any requested Incentive Award to Plaintiff) (an "Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before June 23, 2026**, such person: (1) files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph 46 below, with the Register in Chancery electronically through File & ServeXpress or by hand, by First-Class U.S. Mail, or by express service at the address set forth below; (2) serves such papers (electronically by email, electronically by File & ServeXpress, by hand, by First-Class U.S. Mail, or by express service) on each of Plaintiff's Counsel and Defendants' Counsel identified below; and (3) if the objection is served on counsel other than by email, also emails a copy Questions? Call 877-580-7778, email info@CventStockholdersLitigation.com, or visit www.CventStockholdersLitigation.com.

of the objection to nweinberger@labaton.com, mae.oberste@blbglaw.com, kim@blockleviton.com, tcurry@saxenawhite.com, bdavey@potteranderson.com, and baronstam@ramllp.com.

REGISTER IN CHANCERY

Register in Chancery
Court of Chancery of the State of Delaware, New Castle County
Leonard L. Williams Justice Center
500 North King Street
Wilmington, DE 19801

PLAINTIFF'S COUNSEL

Ned Weinberger
LABATON KELLER SUCHAROW LLP
222 Delaware Avenue, Suite 1510
Wilmington, DE 19801
nweinberger@labaton.com

Mae Oberste
BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
500 Delaware Avenue, Suite 901
Wilmington, DE 19801
mae.oberste@blbglaw.com
Kimberly A. Evans
BLOCK & LEVITON LLP
222 Delaware Avenue, Suite 1120
Wilmington, DE 19801
kim@blockleviton.com

Thomas Curry
SAXENA WHITE P.A.
824 N. Market Street, Suite 1003
Wilmington, DE 19801
tcurry@saxenawhite.com

DEFENDANTS' COUNSEL

T. Brad Davey
POTTER ANDERSON & CORROON LLP
1313 N. Market Street, 7th Floor
Wilmington, DE 19801
bdavey@potteranderson.com

Bradley R. Aronstam
ROSS ARONSTAM & MORITZ LLP
1313 North Market Street, Suite 1001
Wilmington, DE 19801
(302) 576-1600
baronstam@ramllp.com

46. Any objection: (i) must state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of his, her, or its counsel; (ii) must be signed by the Objector; (iii) must contain a written, specific statement of the Objector's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and must state whether the objection applies only to the Objector, to a specific subset of the Class, or to the entire Class; (iv) must state the objection

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is being filed with respect to “*Genesee County Employees Retirement System v. Vista Equity Partners Management, LLC, et al.*, C.A. No. 2024-0299-PAF”; and (v) must include documentation sufficient to prove that the Objector is a member of the Class. If the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the Objector shall provide the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing.

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

48. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff’s Counsel’s application for a Fee and Expense Award (including any Incentive Award to Plaintiff) (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff’s Counsel and Defendants’ Counsel through File & ServeXpress or by email so that the notice is **received on or before June 23, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

49. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff’s Counsel and Defendants’ Counsel through File & ServeXpress so that the notice is **received on or before June 23, 2026**.

50. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date, time, and location with Plaintiff’s Counsel.

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

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

52. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, www.CventStockholdersLitigation.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at Cvent Stockholders Litigation, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217; by telephone at 1-877-580-7778; or by email at info@CventStockholdersLitigation.com. You may also contact the following counsel for Plaintiff: Labaton Keller Sucharow LLP, Attn: Ned Weinberger/Mark Richardson, 222 Delaware Avenue, Suite 1510, Wilmington, DE 19801; (866) 640-7254; nweinberger@labaton.com/mrichardson@labaton.com.

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

53. If you are a broker or other nominee that held shares of Cvent common stock at the closing of the Transaction on June 15, 2023 for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to Cvent Stockholders Litigation, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Questions? Call 877-580-7778, email info@CventStockholdersLitigation.com, or visit www.CventStockholdersLitigation.com.

Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

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

Dated: May 11, 2026

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