

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF SHARE(S) OF COVISINT CORPORATION (“COVISINT”) COMMON STOCK WHO HELD SUCH SHARE(S) AT ANY TIME BETWEEN JUNE 5, 2017 (THE DATE OF THE MERGER AGREEMENT BETWEEN COVISINT AND OPEN TEXT CORPORATION) AND JULY 26, 2017 (THE DATE OPEN TEXT CORPORATION COMPLETED ITS ACQUISITION OF COVISINT), EXCLUDING THE DEFENDANTS IN THIS ACTION AND ANY PERSON OR ENTITY RELATED TO OR AFFILIATED WITH ANY DEFENDANT (THE “CLASS”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION.

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you by Order of the Circuit Court for Oakland County, Michigan (the “Court”). The purpose of this Notice is to inform you of the proposed Settlement of the above-captioned Litigation¹ (the “Settlement”) and of the hearing to be held by the Court on October 16, 2024 via Virtual Hearing per below (see Question 20) to consider whether the proposed Settlement, final certification of the Class as an opt-out class, Plan of Allocation, and Plaintiffs and their counsel’s application for attorneys’ fees, expenses and an incentive award are fair, reasonable, and adequate, and in the best interests of the Class Members. This Notice describes the rights you may have as a Class Member and what steps you may take in relation to the Settlement and this Litigation, or, alternatively, what steps you must take if you wish to be excluded from the Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM	If you are a member of the Class (defined in paragraph 5 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> paragraphs 25-26 below for further discussion.
EXCLUDE YOURSELF	Receive no payment. This is the only option that allows you to ever bring a lawsuit against Defendants concerning the legal claims at issue in this litigation. Exclusions must be received no later than September 16, 2024.
OBJECT	Write to Plaintiffs’ Counsel, Defendants’ Counsel, and the Court about why you oppose the Settlement, the Plan of Allocation, and the Fee and Expense Award. You will still be a Class Member. Objections must be received by the Court and counsel on or before September 25, 2024.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before September 25, 2024. You are not required to attend the hearing.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Compromise, Settlement, and Release (“Stipulation”), which, along with other important documents, is available on the Settlement website, www.covisintsettlement.com.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, the Settlement Amount is \$9 million (approximately \$0.23 per allegedly damaged share). A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that Class Member's claim as compared to the total Class. See Plan of Allocation as set forth at page 11 below for more information on your claim.

Statement of Potential Outcome of Litigation

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages per share of Covisint common stock that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that Class Members have suffered any damages.

Reasons for the Settlement

The principal reason for the Settlement is the benefit to be provided to the Class now. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and appeals, possibly years into the future.

Statement of Attorneys' Fees, Expenses, and Incentive Award Sought

Plaintiffs' Counsel have not received any payment for their services in conducting this Litigation on behalf of the Class, nor have they been paid for their litigation expenses. If the Settlement is approved by the Court, Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Fund, plus expenses not to exceed \$200,000 in connection with the Litigation. Since the Litigation's inception in June of 2017, Plaintiffs' Counsel have expended considerable amounts of time and effort in the prosecution of this Litigation on a contingent fee basis and advanced the expenses of the Litigation in the expectation that, if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. In this type of litigation, it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees. In addition, as part of Plaintiffs' Counsel's application for an award of fees and expenses, Plaintiffs may seek up to \$5,000 each for a reasonable incentive award for their time and expenses in connection with his representation of the Class (collectively, the "Fee and Expense Award"). The requested Fee and Expense Award is approximately \$0.08 per allegedly damaged share.

Further Information

For further information regarding the Litigation, this Notice, or to review the Stipulation, please visit the website: www.covisintsettlement.com or contact the Claims Administrator toll-free at 1-866-742-4955. You may also contact Plaintiffs' Counsel: Juan E. Monteverde, Monteverde & Associates PC, The Empire State Building, 350 Fifth Avenue, Suite 4740, New York, NY 10118, Tel.: (212) 971-1341, www.monteverdelaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have purchased, sold, or held Covisint common stock during the time period from and including June 5, 2017, through and including July 26, 2017 ("Class Period").

The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the Litigation, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the Circuit Court for Oakland County, Michigan, and the case is known as *Murphy v. Inman, et al.*, Case No. 2017-159571-CB (the "Action" or "Litigation"). The case has been assigned to the Honorable Victoria A. Valentine. Leslie J. Murphy and Vincent J. Martin, III are the plaintiffs in this Action (referred to as "Plaintiffs" in this Notice), and the parties who were sued and who have now settled are called the "Defendants."

2. What is this lawsuit about?

On June 5, 2017, Covisint announced that it had entered into a definitive Agreement and Plan of Merger (“Merger Agreement”) with Open Text Corporation (“OpenText”) pursuant to which OpenText would acquire all the outstanding shares of Covisint common stock and Covisint shareholders would receive \$2.45 in cash (the “Merger Consideration”) for each outstanding share of common stock they own (the “Transaction”).

On June 15, 2017, Covisint filed a Preliminary Proxy Statement (“Proxy”) with the U.S. Securities and Exchange Commission (“SEC”) describing the proposed Transaction with OpenText.

On June 26, 2017, Covisint filed a Definitive Proxy Statement (“Proxy”) with the SEC announcing that the special meeting of Covisint’s shareholders to vote on the Transaction was set for July 25, 2017.

On June 30, 2017, Plaintiff Leslie J. Murphy filed his Class Action Complaint (“Complaint”) in the Oakland County Circuit Court for the State of Michigan (“Circuit Court”) against Defendants seeking damages and rescission of the Merger Agreement. The case was assigned to Circuit Court judge, the Honorable Wendy Potts. The Complaint alleged that Defendants breached their fiduciary duties in connection with the Proxy and the Transaction.

Following approval of the Transaction, on September 5, 2017, Plaintiff filed an Amended Complaint for Breach of Fiduciary Duties, alleging that Defendants breached their fiduciary duties by acting in their own self-interest in pursuing and agreeing to the Transaction, by issuing a false and misleading Proxy, and by failing to pursue a standalone strategy.

On March 23, 2018, Defendants filed a Motion for Summary Disposition, seeking dismissal of the Amended Complaint pursuant to MCR 2.116(C)(5) and (8), which Plaintiff opposed. A hearing on the motion was held before the Honorable Wendy Potts on June 13, 2018. On September 17, 2018, Judge Potts entered an Opinion and Order Granting Summary Disposition pursuant to MCR 2.116(C)(5) on the grounds that Plaintiff’s claim for breach of fiduciary duty was derivative in nature and so Plaintiff lacked standing to bring it is a direct claim.

Plaintiff Murphy timely filed his Claim of Appeal on October 4, 2018. On April 1, 2019, Plaintiff Murphy filed Plaintiff-Appellant’s Brief on Appeal. On June 1, 2019, Defendants filed their Defendant-Appellees’ Brief on Appeal.

On April 30, 2020, the Michigan Court of Appeals affirmed the Circuit Court’s dismissal of Plaintiff Murphy’s case in *Murphy v. Inman, et al.*, No. 345758 (Mich. Ap. Crt. Apr. 30, 2020).

On June 10, 2020, Plaintiff Murphy filed an application for leave to appeal the Michigan Court of Appeals’ decision to the Supreme Court of Michigan on grounds that the appeal involved a legal principle of major significance to the state’s jurisprudence – namely, whether under MCR 7.203(B)(3), shareholders of Michigan corporations have standing to bring direct claims against directors and officers for breaching their fiduciary duties in connection with a cash-out merger. After extensive briefing and argument on Plaintiff Murphy’s application for leave to appeal on December 9, 2021, the Michigan Supreme Court unanimously reversed the decision of the trial court and remanded the matter to the Circuit Court for further proceedings, by opinion and order dated April 5, 2022. *See Murphy v. Inman*, 509 Mich. 132, 983 N.W.2d 354 (2022).

On June 17, 2022, Defendants filed an Amended Motion for Summary Disposition of Plaintiff Murphy’s Amended Complaint on grounds the Action was barred by Section 545a and *Corwin v. KKR Fin. Holdings LLC*, 125 A.3d 304 (Del. 2015) based on shareholder approval (which grounds were raised in Defendants’ initial Motion for Summary Disposition but were not addressed by the Court at that time because it based its decision on other grounds raised by Defendants), which Plaintiff opposed.

On September 14, 2022, the Circuit Court, through newly assigned trial court judge, the Honorable Victoria Valentine, denied Defendants’ Amended Motion for Summary Disposition without prejudice.

In the fall of 2022, the Settling Parties commenced discovery.

On January 17, 2023, the Settling Parties attended a mediation overseen by mediator Robert A. Meyer of JAMS, but were unable to reach a settlement.

On February 17, 2023, Plaintiffs filed the operative Second Amended Complaint for Breach of Fiduciary Duties (“Second Amended Complaint”) which added plaintiff Martin to the Action.

During 2023, the Settling Parties conducted further discovery. Plaintiffs issued 12 third-party subpoenas as well as various requests for production of documents and interrogatories to Defendants. Plaintiffs received and reviewed more than 70,000 pages of documents and corporate public filings. Defendants also propounded discovery requests to Plaintiffs.

Plaintiffs also obtained an affidavit from John Fichthorn, Chief Executive Officer of Dialectic Capital Management, LP (together with its affiliates, “Dialectic”), and one of the activists referenced in the Proxy. Moreover, Plaintiffs prepared and mailed surveys to more than 1,000 potential class members in the State of Michigan regarding the importance of the facts at issue in the case to the average reasonable investor.

On May 12, 2023 and May 23, 2023, Defendants conducted the depositions of Plaintiffs Martin and Murphy, respectively.

On April 27, 2023, Plaintiffs filed their Motion for Class Certification, which Defendants opposed. The Court granted Plaintiffs’ Motion for Class Certification on October 9, 2023 (the “Class Certification Order”).

In the summer and fall of 2023, Plaintiffs conducted depositions of each of the eight Defendants.

Plaintiffs and Defendants subsequently exchanged their respective expert reports and conducted expert depositions.

After the close of discovery, Defendants moved for summary disposition under MCR 2.116(C)(10), which Plaintiffs opposed. The motion was scheduled for oral argument on April 17, 2024.

On April 15, 2024, the Settling Parties attended a second mediation overseen by mediator Michelle Yoshida of Phillips ADR Enterprises (PADRE). Before the mediation, the Parties exchanged mediation statements and exhibits, which addressed issues of liability and potential damages. The Parties were unable to reach a settlement and the mediation session ended at around 8 p.m. EDT.

On April 15, 2024 at 10:40 p.m. EDT, mediator Michelle Yoshida issued a mediator’s recommendation to settle the Action and release the Released Plaintiffs’ Claims (defined below) for \$9 million, which the Settling Parties accepted on April 16, 2024, subject to further written confirmation of various material terms and conditions.

On April 17, 2024, the Settling Parties filed a Notice of Settlement informing the Court that a settlement in principle for a \$9 million common fund had been reached to resolve the Action.

On April 24, 2024, the Settling Parties memorialized the terms of the Settlement in principle in a term sheet.

On June 25, 2024, the Settling Parties reduced the settlement terms into this Stipulation, which is now subject to this Court’s approval.

3. Why is this a class action?

In a class action, one or more people called a plaintiff sues on behalf of people who have similar claims. All of the people with similar claims are referred to as a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is there a settlement?

The Court has not decided in favor of or against the Defendants or the Class. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation, including trial and appeals. Plaintiffs agreed to the Settlement because Plaintiffs (advised by Plaintiffs’ Counsel) considered the Settlement Amount to be a favorable recovery compared to the risk-adjusted possibility of recovery after trial and appeals, in light of Defendants’ legal and factual arguments that Defendants did not breach their fiduciary duties in connection with the Transaction, that Defendants believed they complied with all applicable laws, and that the Class had not sustained any damages. The Defendants have denied and continue to deny any wrongdoing by or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Plaintiffs and Plaintiffs’ Counsel believe the Settlement is in the best interest of all Class Members, in light of the real possibility that continued litigation could result in no recovery at all.

WHO IS IN THE SETTLEMENT?

If you are a member of the Class, you are subject to the settlement.

5. How do I know if I am part of the Settlement?

The Court certified a Class consisting of: all record holders and beneficial owners of share(s) of Covisint common stock who held such share(s) at any time between June 5, 2017 (the date of the merger agreement between Covisint and Open Text Corporation) and July 26, 2017 (the date Open Text Corporation completed its acquisition of Covisint), excluding the Defendants in this Action and any person or entity related to or affiliated with any Defendant.

6. Are there exceptions to being included?

Excluded from the Class are: (i) Defendants; (ii) any person or entity related to or affiliated with any Defendant (collectively, the “Excluded Stockholders”); and (iii) any Person or entity that properly excludes themselves by filing a valid and timely request for exclusion.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-866-742-4955 or visit the Settlement website at www.covisintsettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Plaintiffs’ Claims (defined below) as well as dismissal of the Litigation, Defendants have agreed that a payment of \$9 million will be made by Defendants’ insurer(s), to be distributed, after taxes, fees, and expenses, among all eligible Class Members.

9. How much will my payment be?

Pursuant to the Settlement described herein, the Settlement Amount is \$9,000,000.00 which amount will be deposited into an interest-bearing Escrow Account 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 Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. 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.

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.covisintsettlement.com.

HOW YOU GET A PAYMENT

10. How can I receive a payment?

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.**

11. When would I receive my payment?

The Court will hold a Settlement Hearing on October 16, 2024, to decide whether to approve the Settlement. Class Members should check the Settlement website or the Court's site in advance of the Settlement Hearing to determine whether that hearing will occur in person or via a remote link, and whether the date has changed. The Settlement Hearing date may change without further notice to the Class. If the Court approves the Settlement, there might be appeals. It is always uncertain how appeals would be resolved by the appellate court, and resolving them can take time, perhaps more than a year. Please be patient.

12. What am I giving up to receive a payment or to stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or Defendants' Released Persons about the Released Plaintiffs' Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this case against Defendants and the other Released Defendants' Persons. The terms of the release are included in the Stipulation and are also set forth below:

- "Released Defendants' Claims" means all claims, rights and causes of action, duties, obligations, demands, debts, suits, contracts, agreements, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, suspected or unsuspected, including all claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, against Plaintiffs or Plaintiffs' Counsel that arise out of or relate in any way to the institution, prosecution, or settlement of the claims by Plaintiffs or Plaintiffs' Counsel against the Defendants, except for claims relating to the enforcement of this Settlement.
- "Released Defendants' Persons" means Defendants and OpenText and each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, auditors, accountants, insurers, co-insurers, reinsurers, and associates.
- "Released Plaintiffs' Claims" means all known and unknown claims, contingent or non-contingent, suspected or unsuspected, causes of action, rights, liabilities, suits, debts, obligations, duties, demands, damages, losses, costs, expenses, judgments, executions, matters, and/or issues that Plaintiffs or any or all other members of the Class ever had, now have, or may have against any of Released Defendants' Persons, whether based on state, local, foreign, federal, statutory, regulatory, common or other law, regulation or rule, which, previously, now, or hereafter, were or are based upon, arose or arise out of, related or relate in any way to, or involved or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, claims or any other matters, that were, could have been, or in the future can or might be alleged, asserted, or claimed, directly or indirectly or derivatively, in the Action, or relate to the subject matter thereof, in any court, tribunal, forum, or proceeding; provided, however, that the Released Plaintiffs' Claims shall not include any claims to enforce the Settlement or any claims by any members of the Class that properly seek to opt-out from the Settlement. Plaintiffs and any and all other members of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, shall hereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of Released Defendants' Persons.
- "Unknown Claims" means (i) any of the Released Plaintiffs' Claims that Plaintiffs or any Class Member, or any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or

claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, do not know or suspect to exist in such Person's favor at the time of the release of the Released Plaintiffs' Claims; and (ii) any of the Released Defendants' Claims that Defendants or the Released Defendants' Persons do not know or suspect to exist in such Person's favor at the time of the release of the Released Defendants' Claims, which, in the case of both (i) and (ii), if known by such Person, might have affected such Person's decision with respect to this Settlement, including, without limitation, such Person's decision not to object to this Settlement or not to exclude himself, herself, or itself from the Class. Unknown Claims include those Released Plaintiffs' Claims and Released Defendants' Claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, Plaintiffs and Defendants shall expressly, and each of the Released Defendants' Persons and the Class Members and all of Plaintiffs' and Class Members' respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of 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.

Further with respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, Plaintiffs and Defendants shall expressly, and each of the Released Defendants' Persons and the Class Members and all of Plaintiffs' and Class Members' respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed to have, and by operation of the Order and Final 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, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs, Class Members, Plaintiffs' and Class Members' respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, and the Released Defendants' Persons may hereafter discover facts in addition to or different from those which such Person now knows or believes to be true with respect to the subject matter of Released Plaintiffs' Claims and Released Defendants' Claims, but Plaintiffs and Defendants shall expressly, and each of the Released Defendants' Persons and the Class Members and all of Plaintiffs' and Class Members' respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Plaintiffs' Claims or Released Defendants' Claims, as the case may be, including Unknown Claims, whether or not known or unknown, suspected or unsuspected, contingent or non-contingent and whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs and Defendants acknowledge, and each of the Released Defendants' Persons and the Class Members and all of Plaintiffs' and Class Members' respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

You may maintain your own lawsuit only if you exclude yourself from the Settlement.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want a payment from this Settlement, and you want to keep the right to sue the Defendants and Released Defendants' Persons, on your own, about the legal issues in this Litigation, then you must take steps to remove yourself from the Settlement. This is called excluding yourself.

13. How do I get out of the proposed Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Class in *Murphy et al. v. Inman, et al.*, Case No. 2017-159571-CB. You must provide the following information: (a) name; (b) address; (c) telephone number; (d) the amount of Covisint common stock held, purchased, acquired or sold during the period from and including June 5, 2017, through and including July 26, 2017; and (e) a statement that you wish to be excluded from the Class. You must mail your exclusion request such that it is received no later than September 16, 2024 to:

*Covisint Corporation Merger Litigation
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479*

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any settlement payment, and you may not object to the Settlement. If you are excluded from the Class, you will not be legally bound by the terms of this Settlement.

14. If I do not exclude myself, can I sue the Defendants and the Released Defendants' Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the Released Defendants' Persons for any and all Released Plaintiffs' Claims. If you have a pending lawsuit against the Defendants or the Released Defendants' Persons regarding any Released Plaintiffs' Claims, speak to your lawyer in that case immediately. You must exclude yourself from this Litigation to continue your own lawsuit. Remember, the exclusion deadline is September 16, 2024. The judgment entered in this action, whether favorable or not, will bind all members of the class who are not excluded from the action.

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you will not receive money from the Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. Monteverde & Associates PC is Class Counsel and Doerr MacWilliams Howard PLLC is serving as Liaison Counsel to lead the Litigation which Plaintiffs brought on behalf of themselves and all other Class Members. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

This Action has been pending since June 2017. Plaintiffs' Counsel have not been paid for their services on behalf of Plaintiffs and the Class, nor for their substantial expenses. The fee requested is to compensate Plaintiffs' Counsel for their work investigating the facts, litigating the case from inception in 2017 and negotiating the Settlement.

Plaintiffs' Counsel will request the Court to award attorneys' fees not to exceed one-third of the Settlement Amount, plus expenses not to exceed \$200,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Fund. Such sums as may be approved by the Court will be paid from the Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

18. How do I tell the Court that I object to the proposed Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object. Any Class Member who does not request exclusion from the Class may also intervene in the Action, and enter an appearance through his or her own counsel at his or her own expense.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Murphy et al. v. Inman, et al.*, Case No. 2017-159571-CB), (a) indicate your name, address, and telephone number; (b) specify the reason(s) for your objection; (c) identify the date(s), price(s), and number(s) of shares of Covisint common stock held, purchased, acquired, or sold during the Class Period by you; (d) provide documents demonstrating such holding(s), purchase(s), acquisition(s) and/or sale(s); and (e) be signed by you. Your objection must be filed with the Court and mailed or delivered and emailed to each of the following addresses such that it is received no later than September 25, 2024.

COURT	PLAINTIFF'S COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court Circuit Court for Oakland County, Michigan Sixth Judicial Circuit Business Court 1200 North Telegraph Road Pontiac, Michigan 48341	Juan E. Monteverde Monteverde & Associates PC The Empire State Building 350 Fifth Avenue, Suite 4740 New York, NY 10118 jmonteverde@monteverdelaw.com	Christopher H. McGrath Paul Hastings LLP 695 Town Center Drive, 17th Floor Costa Mesa, CA 92626 chrismcgrath@paulhastings.com

19. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or the Fee and Expense Award. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at 10:00 a.m., on October 16, 2024, at the Circuit Court for Oakland County, Michigan, Sixth Judicial Circuit Business Court via Virtual Hearing by computer with video, go to the Zoom Web Site (zoom.us) and click on "Join a Call." When prompted, you will join using Meeting ID 248 858 5282. To join the Virtual Hearing by telephone without video, call 1-646-876-9923 and connect using Meeting ID 248 858 5282. At the hearing the Court will consider: (a) whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable, and adequate and in the best interests of the Class Members; (b) whether the Class should be finally certified as an opt-out class; (c) whether the Court should approve the Plan of Allocation of the Settlement as fair, reasonable, and adequate and in the best interests of the Class Members; (d) whether the Court should enter an Order and Final Judgment dismissing the Action on the merits and with prejudice as to the Defendants and effectuating the releases described in the Stipulation; (e) whether the Court should award the Fee and Expense Award to Plaintiffs and Plaintiffs' Counsel; and (e) such other matters as may properly come before the Court.

21. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection or statement in support of the Settlement, you are not required to come to Court to discuss it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

22. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the Fee and Expense Award, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 18 above) a statement saying that it is your “Notice of Intention to Appear in the *Covisint Corporation Merger Litigation*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any Fee and Expense Award, and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will get money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Defendants or any other Released Defendants’ Persons about the issues raised in this case ever again.

GETTING MORE INFORMATION

24. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation and Agreement of Compromise, Settlement, and Release available at www.covisintsettlement.com, by contacting Plaintiffs’ Counsel, Monteverde & Associates PC at (212) 971-1341, or by visiting the office of the Clerk of Court of the Circuit Court for Oakland County, Michigan, Sixth Judicial Circuit Business Court, 1200 North Telegraph Road, Pontiac, Michigan 48341, during business hours, Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

25. How do I get more information?

For more information, you can visit www.covisintsettlement.com or call toll-free 1-866-742-4955. You can also contact the attorney for Plaintiffs, listed below:

Juan E. Monteverde
Monteverde & Associates PC
350 Fifth Ave, Suite 4740
New York, NY 10118
(212) 971-1341

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

Plaintiff’s Counsel have proposed a Plan of Allocation described below in Question 26, which will be submitted for the Court’s approval. The Net Settlement Fund (the Settlement Amount plus interest less Taxes, Tax Expenses, Notice and Administration Costs, and the Fee and Expense Award) will be distributed to Class Members who, in accordance with the terms of the Stipulation, are entitled to a distribution from the Net Settlement Fund pursuant to any plan of allocation or any order of the Court.

26. How will my claim be calculated?

As stated above, the \$9,000,000.00 Settlement Amount will be deposited into an interest-bearing Escrow Account 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 Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

Under the Plan of Allocation proposed by Plaintiffs’ Counsel, The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held shares of Covisint common stock at the closing of the Merger on July 26, 2017 (the “Closing Date”), and therefore received or were entitled to receive the Merger Consideration for their “Eligible Shares.”

“Eligible Shares” will be the number of shares of Covisint common stock held by Eligible Class Members at the Closing and for which Eligible Class Members received or were entitled to receive the Merger Consideration. “Eligible Class Members” do not include any of the “Excluded Stockholders” (as defined in the Stipulation) and “Eligible Shares” do not include any of the “Excluded Shares” (as defined in the Stipulation).

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.

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

Subject to Court approval in the Class Distribution Order, Plaintiffs’ Counsel will direct the Claims Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of Covisint common stock held of record at the Closing Date by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Claims Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants to be paid to DTCC. DTCC shall then distribute that portion of the Net Settlement Fund among the DTCC Participants by paying each the Per-Share Recovery times its respective Closing Security Position, using the same mechanism that DTCC used to distribute the Merger Consideration and subject to payment suppression instructions with respect to Excluded Shares and any other shares ineligible for recovery from the Settlement. The DTCC 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.

(ii) With respect to shares of Covisint common stock held of record at the Closing Date other than by Cede, as nominee for DTCC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Claims 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.

(iii) A person who purchased shares of Covisint common stock on or before July 26, 2017, but had not settled those shares at the Merger’s Closing Date (“Non-Settled Shares”) shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before July 26, 2017 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

(iv) 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), the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

SPECIAL NOTICE TO NOMINEES

The Court has ordered that if you held any Covisint common stock at any point in time from June 5, 2017, through July 26, 2017, as nominee for a beneficial owner, then, within fifteen (15) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*Covisint Corporation Merger Litigation
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479*

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: July 9, 2024

BY ORDER OF THE COURT
CIRCUIT COURT FOR
OAKLAND COUNTY, MICHIGAN