

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

PATRICK LENTSCH, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

**VISTA OUTDOOR INC., MARK W.
DEYOUNG, STEPHEN M. NOLAN, and
KELLY T. GRINDLE**,

Defendants.

**STIPULATION AND AGREEMENT
OF SETTLEMENT**

Civil No. 1:17-cv-00012-DAK-EJF

Judge Dale A. Kimball

Magistrate Judge Evelyn J. Furse

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation” or “Settlement”) is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into among (i) Lead Plaintiff The New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund (“Lead Plaintiff”) on behalf of itself and the Class defined herein and in the Second Amended Complaint filed in this Action and (ii) Defendants Vista Outdoor Inc. (“Vista” or the “Company”), Mark W. DeYoung, Stephen M. Nolan, and Kelly T. Grindle (the “Individual Defendants,” and together with Vista, the “Defendants”), by and through their respective counsel. Plaintiff and Defendants are referred to herein as the “Parties”.¹

WHEREAS,

A. This action was commenced on January 25, 2017, by plaintiff Patrick Lentsch through the filing of a class action complaint alleging violations by Defendants of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder in the United States District Court for the District of Utah (the “Court”), captioned *Lentsch v. Vista Outdoor Inc., et al.*, No. 1:17-cv-00012-DAK-EJF (the “Action”).

B. By Order dated July 3, 2017, the Court appointed The New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund as Lead Plaintiff in

¹ All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms as set forth herein and in Paragraph I hereof entitled “Definitions”.

this Action and Wolf Haldenstein Adler Freeman & Herz LLP as Lead Counsel and Anderson & Karrenberg, P.C. as Liaison Counsel for the proposed class;

C. On September 22, 2017, Lead Plaintiff filed an amended complaint, alleging federal securities claims on behalf of persons and entities that acquired Vista's securities between August 11, 2016 and January 13, 2017, inclusive;

D. On November 20, 2017, the Court so ordered a stipulation by the Parties permitting Lead Plaintiff to file a second amended complaint;

E. On January 12, 2018, Lead Plaintiff, by and through its attorneys, filed a second amended complaint (the "Complaint"), alleging federal securities claims on behalf of persons and entities that acquired Vista's securities between the extended period of August 11, 2016 and November 9, 2017, inclusive (the "Class Period") (collectively, the "Class");

F. The Complaint challenges, pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, statements made by Defendants during the Class Period relating to Vista's reporting of goodwill, among other things. The Complaint also alleged, *inter alia*, that as a result of Defendants' purported actions, Lead Plaintiff and members of the Class had suffered harm and requested that the Court grant compensatory damages, costs, expenses and other appropriate relief for such alleged harm;

G. On February 22, 2018, Defendants filed a motion to dismiss the Complaint for failure to state a claim upon which relief could be granted, arguing that Lead Plaintiff failed to plead any materially false or misleading statement or omission or scienter;

H. On March 26, 2018, Lead Plaintiff filed an opposition to Defendants' motion to dismiss, arguing that it adequately alleged a claim under both Section 10(b) and Section 20(a) of the Exchange Act;

I. On April 13, 2018, the Parties and their counsel engaged in a mediation with Jed Melnick, Esq. (the "Mediation") and after extensive facilitated negotiations at the Mediation, the Parties agreed to settle this Action and all issues in dispute therein on the terms set forth in this Stipulation;

J. Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability or damage to Lead Plaintiff and the Class; deny that they are or have engaged in any wrongdoing or violation of law; deny that they improperly stated the value of their goodwill or delayed recording any impairment charge; and expressly maintain that they acted properly at all times including complying with all legal duties and public disclosure obligations. Defendants believe that further conduct of this Action could be protracted and expensive, and that it is desirable that this Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation to limit further expense, inconvenience and distraction, to dispose of the burden of protracted litigation, and to permit the operation of Vista's business without further distraction and diversion of Vista's executives and other personnel with respect to the matters at issue in this Action. Defendants have also taken into account the uncertainty and risks inherent in any litigation. Defendants state that they are entering into this Settlement solely in order to eliminate the burden, expense, uncertainty and risk of further litigation, and to avoid the business disruptions associated therewith;

K. This Stipulation, whether or not consummated, together with any proceedings related to any settlement, or any terms of any settlement, whether or not consummated, shall in no event be construed as or deemed to be evidence supporting, or an admission or concession on the part of any Defendant with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any of the defenses that Defendants have or could have asserted;

L. Lead Counsel (as defined below) represents that while it believes in the merits of the claims asserted in the Complaint, it has concluded that further prosecution of this action will be protracted and the outcome unpredictable and the terms and conditions and benefits of this Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Class, and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering (i) the benefits that Lead Plaintiff and the members of the Class will receive from settlement of the Action as against Defendants, (ii) the attendant risks of litigation, and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and

M. The Parties agree that the Action is being settled voluntarily after consultation with competent legal counsel and mediation before an experienced mediation professional.

NOW, THEREFORE, without any admission or concession on the part of Lead Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit of any defenses thereto whatsoever by

Defendants, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto from the Settlement, that all Settled Claims (as defined below) as against all Released Persons (as defined below) shall be compromised, settled, released and dismissed fully, finally and with prejudice, upon and subject to the following terms and conditions:

I. DEFINITIONS.

As used in this Stipulation, the following terms shall have the following meanings:

1.1. "Action" means the action filed in the District of Utah, captioned *Lentsch v. Vista Outdoor Inc., et al.*, No. 1:17-cv-00012-DAK-EJF.

1.2. "Authorized Claimant" means a Class Member who timely submits a valid Proof of Claim form to the Claims Administrator.

1.3. "Claimant" means a person or entity that submits a Proof of Claim form to the Claims Administrator seeking to share in the proceeds of the Settlement of this Action.

1.4. "Claims" means any and all manner of claims, debts, demands, controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of money, suits, contracts, agreements, promises, damages, actions, causes of action and liabilities, of every nature and description in law or equity (including, but not limited to, any claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting

fees, costs, or expenses), accrued or unaccrued, known or unknown, arising under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

1.5. “Claims Administrator” means the firm to be retained by Lead Counsel, subject to Court approval, which shall process Proofs of Claim and administer the settlement payments to Authorized Claimants.

1.6. “Class”, “Class Member” and “Class Members” mean, for the purposes of this Settlement only, all persons or entities that purchased or otherwise acquired Vista’s securities between August 11, 2016 and November 9, 2017, inclusive, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them who suffered damages. Excluded from the Class are (i) Individual Defendants; (ii) any person who was an officer, director or managing agent of Vista or any of its subsidiaries or affiliates at any point during the Class Period; (iii) members of the immediate family of any of the foregoing individuals; (iv) any affiliate of Vista; (v) any entity in which the Defendants have or had a controlling interest; and (vi) the legal representatives, heirs, predecessors, successors or assigns of any such excluded party. Also excluded from the Class are any Opt-Outs.

1.7. “Class Distribution Order” means an order of the Court approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any Notice and Administration Expenses not previously applied for, including the fees and expenses of the Claims

Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

1.8. “Class Period” means, for the purposes of this Settlement only, the period from August 11, 2016 and November 9, 2017, inclusive.

1.9. “Company” means Vista Outdoor Inc.

1.10. “Court” means the United States District Court for the District of Utah, The Honorable Dale A. Kimball presiding.

1.11. “Defendants” means Vista Outdoor Inc., Mark W. DeYoung, Stephen M. Nolan and Kelly T. Grindle.

1.12. “Defendants’ Counsel” means the law firms of Cravath, Swaine & Moore LLP and Parsons Behle & Latimer.

1.13. “Effective Date” means the first date by which all the events and conditions specified in Paragraph XI.26 of this Stipulation have been met and have occurred.

1.14. “Entity” means any non-natural person.

1.15. “Execution Date” means the date of execution of this Stipulation.

1.16. “Escrow Account” means the interest-bearing escrow account, to be established by Lead Counsel at a federally insured banking institution approved by Defendants, into which the Settlement Amount shall be deposited. With the sole exception of making payment into the Escrow Account as provided for in Paragraph III.4 of this Stipulation, Defendants shall have no responsibility or liability relating to the Escrow Account or the monies maintained in the Escrow Account including, without

limitation, responsibility or liability related to any interest (of any kind and at any time), fees, Taxes and Tax Expenses, investment decisions, maintenance, supervision and distributions of any portions of the Settlement Amount. Plaintiffs' failure to establish the Escrow Account shall not impair the enforceability of the Settlement.

1.17. "Escrow Agent" means Signature Bank.

1.18. "Escrow Agreement" means the escrow agreement between (i) Cravath, Swaine & Moore LLP, as counsel for and on behalf of Defendants; (ii) Lead Counsel, on behalf of Lead Plaintiff and the Class, and (iii) the Escrow Agent. The Escrow Agreement shall provide that upon the Order and Final Judgment contemplated herein becoming Final (as that term is defined herein), Defendants and Defendants' Counsel shall have neither authority over nor responsibility or liability of any kind for the Escrow Account or the treatment or disposition of the Settlement Fund remaining therein.

1.19. "Final," with respect to the Order and Final Judgment, means: (i) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the Court's entry of the Order and Final Judgment substantially in the form of Exhibit B to this Stipulation, *i.e.*, thirty (30) days after entry of the Order and Final Judgment; or (ii) if there is an appeal, the date of final dismissal of any appeal from the Order and Final Judgment, or the final dismissal of any proceeding on certiorari to review the Order and Final Judgment; or (iii) the date of final affirmance on an appeal, if any, of the Order and Final Judgment, the expiration of the time to file a petition for a writ of certiorari, or the denial of a writ of certiorari to review the Order and Final Judgment, and, if certiorari is granted, the date of final affirmance of the Order and Final Judgment following review

pursuant to that grant. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any plan of allocation and/or application for attorneys' fees, costs or expenses shall not in any way delay or preclude the Order and Final Judgment from becoming Final.

1.20. "Gross Settlement Fund" means the Settlement Amount plus any income or interest earned thereon following the payment of the Settlement Fund into the Escrow Account.

1.21. "Individual Defendants" means Mark W. DeYoung, Stephen M. Nolan, and Kelly T. Grindle.

1.22. "Judgment" or "Order and Final Judgment" means the judgment to be entered by the Court, substantially in the form attached hereto as Exhibit B.

1.23. "Lead Counsel" means the law firm of Wolf Haldenstein Adler Freeman & Herz LLP.

1.24. "Lead Plaintiff" means The New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund.

1.25. "Liaison Counsel" means the law firm of Anderson & Karrenberg, P.C.

1.26. "Net Settlement Fund" means the Settlement Fund less (i) Court-awarded attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii) any required Taxes or Tax Expenses payments; and (iv) any other fees or expenses approved by the Court.

1.27. "Notice" means the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees and Settlement Fairness Hearing, which is to be

sent to members of the Class in, or substantially in, the form attached hereto as Exhibit A-1 to Exhibit A (Proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement).

1.28. “Notice and Administration Expenses” means all expenses incurred in connection with the preparation, printing and mailing of the Notice to the Class, publication of the Publication Notice, and all expenses of settlement administration.

1.29. “Opt-Outs” means putative Class Members who validly exclude themselves from the Class by timely filing a request for exclusion in accordance with the requirements set forth in the Notice, as contemplated by Paragraph VIII.21 herein.

1.30. “Order and Final Judgment” or “Judgment” or “Final Judgment” means the proposed order to be entered by the Court approving the Settlement substantially in the form attached hereto as Exhibit B, terminating, pursuant to Federal Rule of Civil Procedure 54(b), all proceedings of any kind in this Action as between Plaintiffs and Defendants and dismissing the Action and all claims therein against Defendants with prejudice as to all Releasing Persons.

1.31. “Parties” means Plaintiffs and Defendants.

1.32. “Plaintiffs” means Lead Plaintiff and the Class defined herein.

1.33. “Plaintiff’s Counsel” means Lead Counsel, Liaison Counsel and the law firm of Pitta LLP.

1.34. “Plan of Allocation” means the plan and procedures for allocating the Net Settlement Fund to be distributed to Authorized Claimants following approval of same by

the Court.

1.35. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Class substantially in the form attached as Exhibit A, preliminarily approving this Settlement upon the terms set forth in this Stipulation, authorizing dissemination of notice to the Class, and scheduling a Settlement Hearing.

1.36. “Proof of Claim” or “Proof of Claim Form” means the proof of claim and release form substantially in the form attached as Exhibit A-2 to Exhibit A.

1.37. “Publication Notice” means the summary notice of proposed Settlement and hearing for publication substantially in the form attached as Exhibit A-3 to Exhibit A.

1.38. “Released Persons” refers jointly and severally, individually and collectively to all Defendants in the Action and their current and former directors, officers, shareholders, employees, servants, partners, agents, affiliates, subsidiaries, parents, joint ventures, successors or assigns, and any representatives, trustees, executors, heirs, assigns or transferees, attorneys, accountants, investment bankers, commercial bankers, advisors or insurers of any of the foregoing, as well as all counsel representing them in the Action. As used in this paragraph, “affiliates” means entities controlling, controlled by or under common control with any of the Released Persons. The Released Persons are express third-party beneficiaries of this Stipulation and Agreement of Settlement.

1.39. “Releasing Persons” means Lead Plaintiff, Class Members and, to the extent acting as such, Lead Plaintiff’s or any Class member’s current and former

directors, officers, shareholders, employees, servants, partners, agents, affiliates, subsidiaries, parents, joint ventures, successors or assigns, and any representatives, trustees, executors, heirs, assigns or transferees, attorneys, accountants, investment bankers, commercial bankers, advisors or insurers of any of the foregoing, jointly and severally, individually and collectively, whether in an individual, class, representative, legal, equitable or any other type or in any other capacity. As used in this paragraph, “affiliates” means entities controlling, controlled by or under common control with any Releasing Person.

1.40. “Settled Claims” means any and all claims (including any claim that this Stipulation was fraudulently induced), demands, rights, actions or causes of action, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, accrued or unaccrued, that have been, could have been, or in the future can or might be asserted in the Action or in any court, tribunal or proceeding, including, but not limited to, any claims arising under federal or state statutory or common law or relating to alleged fraud, misrepresentation (negligent, reckless, intentional or otherwise, and including misrepresentations through omission(s)), breach of any duty, negligence, violations of federal or state securities laws or any other claim under any theory by or on behalf of the Lead Plaintiff and/or any and all Class Members which any of the Releasing Persons ever had, now has, or hereafter can, shall or may have against the Released Persons by reason of, arising out of, relating to or in connection with (i) the allegations, facts, matters, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions or failures to

act that were alleged or could have been alleged in the Action; (ii) any disclosures, non-disclosures or public statements made in connection with any of the foregoing; and (iii) this Settlement. For the avoidance of doubt, the Settled Claims do not include (x) any claim by any Defendant against any insurance carrier; (y) claims to enforce the MOU or the Settlement, if approved by the Court; or (z) any claims of or against any Opt-Out.

1.41. “Settlement” means the settlement contemplated by this Stipulation.

1.42. “Settlement Amount” means the sum of Six Million Two Hundred and Fifty Thousand Dollars (\$6,250,000.00) only, payable in United States currency, which amount shall include all attorneys’ fees and expenses, and all costs related to the class notice and settlement administration.

1.43. “Settlement Class” or “Settlement Class Member” means all persons and entities that purchased or otherwise acquired the securities of Vista Outdoor Inc. between August 11, 2016 and November 9, 2017, inclusive, and were damaged thereby. Excluded from the Settlement Class are: Vista, Mark W. DeYoung, Stephen M. Nolan and Kelly T. Grindle; the officers and directors of the Company during the Class Period; the immediate family members of any of the foregoing individuals; any affiliate of Vista; any entity in which Defendants have or had a controlling interest; and the legal representatives, heirs, successors or assigns of any of the foregoing excluded persons and entities. Also excluded from the Settlement Class are any Settlement Class Members who properly exclude themselves by submitting a valid and timely request for exclusion in accordance with the requirements set forth below and in the Notice.

1.44. “Settlement Hearing” means the hearing held to determine whether the

proposed Settlement embodied by this Stipulation is fair, reasonable and adequate to the Class, and whether the Court should enter an Order and Final Judgment approving the Settlement.

1.45. “Settlement Fund” means the funds maintained from time to time in the Escrow Account.

1.46. “Settling Parties” means Releasing Persons and Released Persons.

1.47. “Taxes” means any taxes (including any estimated taxes, interest or penalties) arising with respect to any income earned by the Settlement Fund, including any taxes or tax detriments to which Defendants may possibly be subject (as computed on a “first-dollar” basis) with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes; and (ii) the payment or reimbursement of the Settlement Fund of any taxes or tax detriments described in clause (i).

1.48. “Tax Expenses” means expenses and costs incurred in connection with the operation and implementation of Paragraph 9 herein (including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing, or failing to file, the returns described in Paragraph VI.9).

1.49. “Unknown Claims” means any and all Settled Claims that Defendants, Lead Plaintiff, for itself, the Class, and any or all other persons and entities whose claims are being released, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Settled

Claims, or might affect his, her or its decision to object to or not object to the Settlement. With respect to any and all Settled Claims, the Parties stipulate and agree that upon the Effective Date, the Lead Plaintiff and the Defendants shall expressly waive, and each Released Person and Releasing Person shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits of 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 Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff, other Settlement Class Members or Defendants may hereafter discover facts in addition to or different from those which he, she, or it now know or believes to be true with respect to the subject matter of the Settled Claims, but hereby stipulates and agrees that Lead Plaintiff, and each Releasing Person shall be deemed to settle and release, and upon the Effective Date and by operation of the Order and Final Judgment shall have settled and released, fully, finally, and forever, any and all Settled Claims against Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or which heretofore 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 or

intentional and 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.

1.50. "Vista" means Vista Outdoor Inc.

II. SCOPE AND EFFECT OF SETTLEMENT.

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action and any and all Settled Claims.

3. (a) By operation of the Order and Final Judgment, upon the Effective Date of this Settlement, each and all of the Lead Plaintiff and Releasing Persons, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns and all persons acting in concert with any such person shall, with respect to each and every Settled Claim, waive, release, forever discharge and dismiss, with prejudice, and agree not to institute, maintain or prosecute any or all Settled Claims against any or all of the Released Persons, and shall be permanently and finally enjoined without the necessity of posting a bond from commencing or prosecuting any actions or other proceedings asserting any of the Settled Claims either directly, indirectly, representatively, derivatively or in any other capacity against any of the Released Persons herein. This injunction expressly extends to all claims covered by this Stipulation and all Releasing Persons defined herein.

(b) By operation of the Order and Final Judgment, upon the Effective Date of this Settlement, each of the Defendants and Released Persons, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns and all persons acting in concert with any such person, shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, Plaintiffs' Counsel and the Settlement Class (except any

Settlement Class Member who opts out of the Settlement) from all Claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, Settlement, or resolution of the Action or the Settled Claims except to enforce the releases and other terms and conditions contained in this Stipulation or any Court order (including, but not limited to, the Judgment) entered pursuant thereto.

III. THE SETTLEMENT CONSIDERATION.

4. Within ten (10) business days following entry on the Court's docket of the Preliminary Approval Order, either in or substantially in the form annexed hereto as Exhibit A, granting the Court's preliminary approval of this Settlement, Defendants shall cause the Settlement Amount to be deposited into the Escrow Account, in full and complete settlement of the Settled Claims of Lead Plaintiff and all Releasing Persons. Upon deposit of the Settlement Amount into the Escrow Account, the Settlement Amount and any income or interest earned thereon thereafter shall be the "Settlement Fund". In no event shall Defendants or their insurers be liable for or required to pay any amounts of any kind in addition to the Settlement Amount to Lead Plaintiff, Class Members or Lead Counsel; for the avoidance of doubt, neither Defendants nor their insurers shall be liable for or required to pay any interest on the Settlement Amount of any kind and relating to any time period (including prior to the payment of the Settlement Amount into the Escrow Account) or any amount to Lead Plaintiff, Class Members or Lead Counsel for their attorneys' fees or reimbursement of any other fees or expenses.

5. In no event shall Defendants have any responsibility, financial obligation, or liability whatsoever with respect to the operation, management or disbursement of the Escrow

Account once established or with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, or administration. Defendants shall likewise have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible or otherwise liable, including to or with Lead Plaintiff, Lead Counsel, any Settling Parties or the Claims Administrator, for any disputes relating to the amount, allocation, or distribution of any fees, costs, or awards of any kind. After making payment of the Settlement Amount in accordance with Paragraph 4 herein, Defendants shall not be liable for any additional payments of any kind to Settling Parties or to any other person or entity with respect to this Settlement or Stipulation.

IV. ATTORNEYS' FEES AND EXPENSES.

6. Lead Counsel will apply to the Court for a collective award of attorneys' fees from the Settlement Fund. Lead Counsel will also apply to the Court for reimbursement of litigation expenses. Defendants take no position with respect to Lead Counsel's request for an award of attorneys' fees and reimbursement of expenses. Such matters are not the subject of any agreement between the Settling Parties. Such attorneys' fees and expenses as are awarded by the Court shall be payable to Lead Counsel from the Settlement Fund within five (5) business days following such award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Lead Counsel's joint and several obligation to make appropriate refunds or repayments to the Settlement Fund of the awarded attorneys' fees and litigation expenses, plus accrued interest at the same net rate as is earned by the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is

reduced or reversed by Order and Final Judgment or the Settlement is otherwise terminated. Lead Counsel shall make the appropriate refund or repayment in full to the Settlement Fund within ten (10) business days following any such reduction of the fee or cost award, or termination of the Settlement. Lead Counsel may make a supplemental application to the Court for an award from the Settlement Fund of attorneys' fees and expenses with respect to post-settlement proceedings and administration. In no event will any Defendant or Defendants' insurers be requested or required to pay, or be liable in any way for, any plaintiffs' attorneys' fees, expenses or costs of any kind.

V. ADMINISTRATION EXPENSES.

7. Lead Counsel shall be solely responsible for designating a Claims Administrator, subject to approval by the Court. The Claims Administrator shall administer the Settlement under Lead Counsel's supervision and subject to the jurisdiction of the Court. Defendants will not have any responsibility for, involvement in, or liability for, and Defendants will not be requested or required to pay any costs, fees or expenses in connection with, providing notice to the Settling Parties, the administration of the Settlement, the allocation, disbursement and payment of the Settlement proceeds, or the reviewing, challenging or determination of claims of Settling Parties. Defendants shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms, including providing information in electronic searchable format from Vista's transfer records concerning the identity of Settling Parties and their transactions in Vista capital stock during the Class Period.

8. All reasonable Notice and Administration Expenses shall be paid from the Settlement Fund when incurred, except that prior to the Effective Date, Lead Counsel may only

draw on the Settlement Fund in an amount not exceeding \$250,000 to pay Notice and Administration Expenses incurred. In addition, Taxes, Tax Expenses and fees related to the Escrow Account and investment of the Settlement Fund may be paid from the Settlement Fund as incurred, without further approval of the Defendants, their insurers or further order of the Court. After the Effective Date, without approval of the Defendants, their insurers or further order of the Court, Notice and Administration Expenses may be paid from the Settlement Fund as incurred.

VI. USE AND TAX TREATMENT OF SETTLEMENT FUND.

9. (a) The Settling Parties agree that the Settlement Fund is intended to be, and shall be treated as being, a “qualified settlement fund” within the meaning of Treasury Regulation 1.468B-1. Lead Counsel shall administer the Settlement Fund and shall be the “administrator” (within the meaning of Treasury Regulation 1.468B-2(k)(3)) (the “Administrator”).

(b) The Administrator and, as required, the Settling Parties shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph 9, including the “relation-back election” (as defined in Treasury Regulation 1.468B-1) back to the earliest permitted date. The Administrator shall timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and shall cause the appropriate filings to occur.

(c) The Administrator shall timely and properly file, or cause to be filed, all informational and other tax returns necessary or advisable with respect to the Settlement Fund

(including the returns described in Treasury Regulation 1.468B-2(k) and (l) and the “§ 1.468B-3 Statement”). Such returns shall reflect that all Taxes shall be paid out of the Settlement Fund.

(d) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid or reimbursed, or caused to be paid or reimbursed, by the Administrator from the Settlement Fund without prior order from the Court. The Administrator shall reimburse the Defendants out of the Settlement Fund for Taxes and Tax Expenses to which the Defendants are subject on any earnings on the funds on deposit in the Settlement Fund. The Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution out of the Settlement Fund any funds necessary to pay or reimburse any Taxes or Tax Expenses, as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(l)(2).

(e) It is the sole responsibility of the Releasing Persons to pay Taxes or any other taxes, plus any penalties and interest, on any amounts received pursuant to the Settlement that are construed to be income, and the Settlement Fund, Lead Plaintiff, Lead Counsel, Defendants, their insurers, and Defendants’ Counsel shall have no liability for such taxes, penalties or interest.

10. This is not a claims-made settlement. As of the Effective Date, Defendants and/or such other persons or entities funding the Settlement on the Defendant’s behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

VII. DISTRIBUTION TO AUTHORIZED CLAIMANTS.

11. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon a Plan of Allocation to be proposed by Lead Counsel and approved by the Court. The Defendants will take no position with respect to such proposed Plan of Allocation.

12. The Plan of Allocation to be proposed by Lead Counsel is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. Any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of this Stipulation or Settlement.

13. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after: (i) all claims have been processed, and all Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefore has expired; (iii) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court, all appeals therefrom have been resolved or the time therefore has expired; and (iv) all Notice and Administration Expenses, Taxes and Tax Expenses have been paid. If the funds remaining in the Settlement Fund following *pro rata* distribution(s) to all Authorized Claimants are an amount that is not cost effective or efficient to redistribute to Authorized Claimants, then such remaining funds, after payment of any further Notice and Administration Expenses, Taxes and Tax Expenses, shall be contributed to a non-sectarian, not-

for profit organization recognized as tax-exempt under Internal Revenue Code section 501(c)(3) to be designated by the Court.

14. The Defendants shall have no involvement in, and shall not be responsible or liable in any way for, reviewing or challenging submitted Proofs of Claim.

VIII. ADMINISTRATION OF THE SETTLEMENT.

15. Any Class Member who does not timely submit a valid Proof of Claim will not be entitled to receive any proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred and enjoined from bringing any action against the Released Persons concerning the Settled Claims.

16. All Authorized Claimants shall, as part of the Proof of Claim, execute an individual release of the Released Persons upon the same terms as set forth herein, as a condition precedent to receipt of any part of the Settlement Fund, but the failure of any Authorized Claimant to execute such a release shall not in any way affect the validity of the releases provided by Releasing Persons in favor of Released Persons herein, and the Releasing Persons shall nonetheless be bound by the terms of those releases. Further, the failure of any Releasing Person to make a claim on the Settlement Fund shall not affect the validity and effectiveness of the release provided herein in favor of Released Persons, as to that Releasing Person. Lead Counsel and/or the Claims Administrator shall retain copies of the individual releases executed by Authorized Claimants referred to in this Paragraph for at least three (3) years after the disbursement of the Net Settlement Fund by the Claims Administrator and shall provide copies

of individual releases to Defendants' Counsel at no expense on a case by case basis if requested to do so.

17. Lead Counsel shall be solely responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Except for the obligation to pay the Settlement Amount and, as set forth in Paragraph 7 above, to provide reasonable cooperation with respect to the identification of Class Members from Vista's shareholder transfer records, Defendants shall have no liability, obligation or responsibility for the administration of the Escrow Account or the Settlement, for the allocation, disbursement and payment of the Settlement Fund or Net Settlement Fund, or for the reviewing, challenging or determination of claims of Class Members. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice.

18. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an "Authorized Claimant", the following conditions shall apply:

(a) Each Class Member shall be required to timely submit a Proof of Claim (either in or substantially in the form of Exhibit A-2 to Exhibit A), signed under penalty of perjury and supported by such documents as are designated therein, including proof of Class Member's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable.

(b) All Proofs of Claims must be submitted by the date specified in the Notice unless such period is extended by Order of the Court. Any Class Member who fails to submit a

Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred and enjoined from bringing any action against the Released Persons concerning the Settled Claims. Provided that it is received before preparation of the distribution, a Proof of Claim shall be deemed to have been submitted when mailed, if received with a postmark indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the Claimant in order to afford the Claimant the opportunity to remedy curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim it proposes to reject in whole or in part, setting forth the reasons therefore, and shall indicate in

such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

19. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or the Settlement, including from any Defendant, for any reason.

20. Payment from the Settlement Fund pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein,

and will be barred and enjoined from bringing any action against the Released Persons concerning the Settled Claims.

21. Any Class Member wishing to be excluded from the Settlement Class and this Stipulation and Settlement must timely mail a signed, written request for exclusion from the Settling Parties to the Claims Administrator, within the time and in accordance with the criteria and containing the information set forth in the Preliminary Approval Order and in the Notice. Unless amended by the Court, the Preliminary Approval Order, attached as Exhibit A hereto, shall provide that requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such Class Members who timely and validly exclude themselves from the Settling Parties shall not be bound by this Settlement and the releases described herein, shall have no entitlement to or claim upon all or any part of the Settlement Fund, and shall not receive any payment pursuant to the Settlement.

22. Lead Counsel, subject to review by the Court, shall be responsible for determining whether a request for exclusion is timely and valid, in accordance with the criteria specified in the Court's Preliminary Approval Order and in the Notice. To be valid, a request for exclusion must comply fully with the criteria specified in the Preliminary Approval Order and in the Notice, and contain all of the information specified in the Preliminary Approval Order and in the Notice. If a request for exclusion is untimely, or is invalid because it does not otherwise comply with the criteria or contain all of the information specified in the Court's Preliminary Approval Order and in the Notice, then it shall be void and of no effect, and that Class Member shall remain part of the Settling Parties in this Action and shall be bound by all of the terms of this Stipulation and Settlement, including the terms of the Final Judgment to be entered in the

Action and the releases provided for herein, and will be barred and enjoined from bringing any action against the Released Parties concerning the Settled Claims. Any disputes regarding whether or not a request for exclusion is timely and valid, and thus effective, shall be resolved by the Court.

IX. TERMS OF PRELIMINARY APPROVAL ORDER.

23. Promptly after this Stipulation has been fully executed, Lead Counsel and Defendants' Counsel jointly shall apply to the Court for entry of a Preliminary Approval Order, substantially in the form annexed hereto as Exhibit A (with annexes). During the period from execution of this Stipulation to the Effective Date, which shall include the period following entry of the Preliminary Approval Order, each of the Settling Parties, and their respective heirs, executors, administrators, successors and assigns and all persons acting in concert with any such person or entity, agree not to institute, maintain or prosecute any or all Settled Claims against any or all of the Released Persons or Lead Plaintiff.

24. For the purposes of this Settlement only, Lead Plaintiffs and Defendants agree to (i) certification of the Action as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3) on behalf of the Settling Parties as defined herein; (ii) appointment of Lead Plaintiff as class representative; and (iii) appointment of Lead Counsel as class counsel pursuant to Fed. R. Civ. P. 23(g).

X. TERMS OF JUDGMENT.

25. If the Settlement is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Final Judgment substantially in the form annexed hereto as Exhibit B (with annex, if any).

XI. EFFECTIVE DATE OF SETTLEMENT.

26. The Effective Date of this Settlement shall be the date when all of the following shall have occurred:

(a) entry of the Preliminary Approval Order substantially in the form annexed hereto as Exhibit A;

(b) payment of the Settlement Amount into the Escrow Account;

(c) approval by the Court of the Settlement, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(d) a Judgment substantially in the form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final.

XII. TERMINATION.

27. Defendants and Lead Plaintiff shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to counsel for all other signatories hereto, within thirty (30) days of: (i) the Court's refusal to certify the Settlement Class as agreed to by the Settling Parties in Paragraph 24 herein, or should any court amend the scope of the Settlement Class; (ii) the Court's refusal to enter the Preliminary Approval Order in any material respect; (iii) the Defendants' failure to cause the Settlement Amount to be deposited into the Escrow Account according to Paragraph 4 herein; (iv) the Court's refusal to approve this Stipulation or any

material part of it; (v) the Court's refusal to enter the Final Judgment in any material respect; (vi) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

28. In addition to the foregoing, Defendants shall also have the option to terminate the Settlement and this Stipulation, and render them null and void and of no further effect, in the event that members of the Settlement Class who in total purchased or acquired in excess of a certain agreed-upon amount of Vista securities during the Class Period and who have suffered a loss on such purchases in excess of an amount agreed to by the parties (the "Termination Threshold") timely and validly request exclusion from the Settlement Class in accordance with the provisions of Paragraphs 21 and 22 herein, within the time and in accordance with the criteria set forth in the Preliminary Approval Order and in the Notice.

(a) The Settling Parties agree to maintain the confidentiality of the Termination Threshold, which is set forth in the Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement") that is simultaneously herewith being executed by Defendants' Counsel and Lead Counsel. The Supplemental Agreement, unless otherwise ordered by the Court, shall be kept confidential and shall not be filed with the Court, but it may be examined in camera by the Court, if so requested.

(b) With respect to this Paragraph, no later than eighteen (18) calendar days prior to the Settlement Hearing, the Claims Administrator shall provide Defendants' Counsel with (i) copies of any and all requests for exclusion from the Settlement Class herein received by the Claims Administrator, (ii) a list of all persons or entities requesting exclusion, (iii) a list of shares of Vista stock purchased or acquired during the Class Period by each of those persons or entities

(to the extent provided to the Claims Administrator), (iv) a report by Lead Counsel identifying which requests for exclusion they have determined to be timely and valid under the criteria specified in the Preliminary Approval Order and the Notice, and (v) a representation, no later than eleven (11) calendar days prior to the Settlement Hearing, that all requests for exclusion received have been copied and provided to Defendants' Counsel.

(c) Defendants shall be entitled to exercise the option referenced in this Paragraph to terminate the Settlement and this Stipulation only if they provide Lead Counsel with written notice of Defendants' termination of the Settlement and file that notice with the Court no later than 5:00 p.m. Eastern time on the fourth (4th) business day prior to the Settlement Hearing.

(d) Lead Counsel may attempt to cause the retraction of any request for exclusion by Class Members prior to the Settlement Hearing. If Lead Counsel succeed in causing the retraction of sufficient requests for exclusion such that the remaining requests for exclusion do not satisfy the requirements of the Termination Threshold, then Defendants' written notice of termination automatically shall be deemed a nullity. To retract a request for exclusion, a Class Member must, prior to the Settlement Hearing, file a written notice with the Court stating his, her, or its desire to retract the request for exclusion from the Settlement Class and that person or entity's desire to be bound by the Settlement, this Stipulation, and any Final Judgment entered herein, provided, however, that the filing of such written notice may be effected by Lead Counsel.

(e) Any dispute among the Settling Parties concerning the interpretation or application of this Paragraph and the Supplemental Agreement shall be presented to the Court for

resolution upon the application of any party hereto.

29. If an option to terminate this Stipulation and Settlement arises under any of Paragraphs 27 or 28 above: (i) neither the Defendants nor Lead Plaintiff (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of the Defendants or Lead Plaintiff, as applicable.

30. In the event the Settlement is terminated or any of the requirements of the “Effective Date” specified in Paragraph 26 are, for any reason, not satisfied, then this Stipulation and Settlement shall be null and void, without prejudice, and none of its terms, including, but not limited to, the certification of the Settlement Class, the appointment of Class Representatives, and the appointment of Class Counsel, shall be effective or enforceable, except that Paragraphs 30, 31, 32, 33 and 34 shall survive such termination; the Settling Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to the date of this Stipulation; and the Settling Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered; neither Lead Plaintiff nor any other putative Claimant may use the fact of execution of this Stipulation consenting to certification of a class solely for settlement purposes as a basis to argue that Defendants have in any way circumscribed, limited or waived their ability to oppose, for any reason, certification of a class other than for settlement purposes; and the fact and terms of the Settlement, this Stipulation and all settlement discussions shall not be admissible in any trial of this Action or any other proceeding, including, but not limited to, for the purposes of obtaining certification of a class other than for settlement purposes, and shall not be used by Lead Plaintiff against or to the

prejudice of the Defendants or by the Defendants against or to the prejudice of Lead Plaintiff in any court filings, depositions, at trial, or otherwise.

31. In the event the Settlement is terminated or any of the requirements of the “Effective Date” specified in Paragraph 26 are, for any reason, not satisfied, then the Settlement Amount previously paid on behalf of or by the Defendants, together with any interest and earnings thereon and including repayment of any attorneys’ fees or expenses disbursed pursuant to Paragraph 6 herein (together with interest thereon), less any Taxes and/or Tax Expenses paid or due, and less any Notice and Administration Expenses actually incurred and paid or payable from the Settlement Fund pursuant to Paragraph 8 herein, shall be returned to the entity or entities that deposited the Settlement Amount into the Escrow Account on Defendants’ behalf, within ten (10) business days after written notification of such event. At the request of Defendants, the Escrow Agent or its designee shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), for refund to the applicable funder or as otherwise directed.

XIII. NO ADMISSION OF WRONGDOING

32. This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

(a) shall not be offered or received against any Defendant or Released Person as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Defendant or Released Person with respect to the truth of any fact alleged by any of the plaintiffs or the validity of any claim that has been or could have been asserted in the

Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of any Defendant or Released Person;

(b) shall not be offered or received against any Defendant or Released Person as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant or Released Person;

(c) shall not be offered or received against any Defendant or Released Person as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any Defendant or Released Person, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Settling Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against any Defendant or Released Person as an admission or concession that the consideration to be given hereunder represents the amount which could or would have been recovered after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or any of the Releasing Persons that any of their claims are without merit, or that any defenses asserted by any Defendants have any merit, or that damages

recoverable under the Complaint would not have exceeded the Settlement Amount or the Settlement Fund.

XIV. PUBLICITY.

33. Unless otherwise agreed upon or required by this Stipulation or law, the Settling Parties agree to treat the existence and terms of this Stipulation as confidential until Vista publicly announces the Settlement. However, Defendants retain the right to disclose the existence and terms of this Stipulation to their external auditors and insurers at any time. Nothing herein shall preclude Lead Counsel from identifying on their respective websites and in any other materials describing their law firm, the fact that it was Lead Counsel in the Action and referring to the relief obtained pursuant to this Settlement upon its final approval.

34. In no event shall Lead Plaintiff, Lead Counsel, Defendants, or Defendants' Counsel make any public statement that disparages the business or reputation of any of the other Settling Parties, their counsel, or Released Persons (including without limitation Vista and its officers, directors, management and employees). Nothing in this provision prevents Lead Counsel from (a) describing their role in this litigation in conversations with Class Members in the course of giving legal advice regarding the terms of the Settlement, or (b) making statements about Defendants in proceedings before the Court or any appellate court considering this Action.

XV. MISCELLANEOUS PROVISIONS.

35. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

36. The Settling Parties recognize that this Action was filed by Lead Plaintiff and defended by Defendants in good faith, and neither Lead Plaintiff, Defendants nor their

respective counsel shall make any applications for sanctions pursuant to Rule 11 of the Federal Rules of Civil Procedure or other court rule or statute with respect to any claims or defenses asserted in this Action.

37. This Stipulation may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all Settling Parties or their successors-in-interest.

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

39. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Lead Counsel and enforcing the terms of this Stipulation.

40. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation. Any such waiver shall be made on behalf of the party waiving the breach, and will not constitute a waiver by any other party.

41. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement of the Action, and no representation, warranties, or inducements have been made by any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

42. This Stipulation may be executed in one or more counterparts, including by signature transmitted by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

43. The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

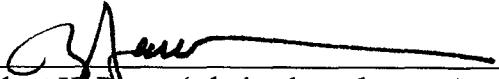
44. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

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

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

Dated: July 2, 2018

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