

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into by and between PowerPlan, Inc. (“PowerPlan”) and Lucasys Inc. (“Lucasys”) (collectively “Parties” or individually a “Party”).

WHEREAS, on or about July 17, 2020, Lucasys filed an action in the United States District Court of the Northern District of Georgia, Case Number 1:20CV02987 (the “Action”); and

WHEREAS the Parties have made various allegations against each other in the Action, all of which have been disputed; and

WHEREAS, the Parties now desire to settle fully and finally all the claims that were pled or could have been pled in the Action, including all claims previously asserted, any and all claims that could be asserted in future litigation based on any events that have occurred up to the date of this Agreement, and any and all claims that the Parties may have, whether known or unknown.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

1. **Incorporation of Recitals.** The preamble and recitals set forth above are incorporated into and made part of this Agreement.

2. **Settlement Payment.** On or shortly after January 2, 2025, PowerPlan shall make payment to Lucasys via wire transfer the amount of Twenty-Four Million Dollars and Zero Cents (\$24,000,000.00) (the “Settlement Payment”) in full settlement of any claims. The funds are to be wired by PowerPlan and made payable to “Lucasys Inc.” at:

Bank: [REDACTED]
Account Number: [REDACTED]
Wire Routing No.: [REDACTED]

3. **Dismissal of Action.** Within three business days of the receipt by Lucasys of the Settlement Payment, the Parties shall file a Stipulation of Dismissal of the Action with prejudice.

4. **Release by Lucasys.** Upon timely receipt by Lucasys of the Settlement Payment and in consideration of the mutual covenants and promises contained in this Agreement, Lucasys, on behalf of itself and its principals, as well as its affiliates, successors, assigns, agents, officers, stockholders, employees, directors, officers, subcontractors, sureties, insurers, parents, subsidiaries, and other representatives (“Representatives”), and any entity acting for or on behalf of or claiming through it, hereby forever fully releases PowerPlan and its Representatives, from any and all actions, causes of action, liens, claims, liability, suits, damages, demands, and actions of any nature whatsoever, conditional or contingent, whether known or unknown, whether foreseen or unforeseen that Lucasys has had, now has, or may have in the future against PowerPlan arising out of or relating in any way to the allegations in the Action based on events that have occurred up to the date of this Agreement. Notwithstanding the forgoing, Lucasys does not release, and hereby reserves any claims related to the enforcement of this Agreement.

5. **Release by PowerPlan.** In consideration of the mutual covenants and promises contained in this Agreement, PowerPlan, on behalf of itself and its Representatives, and any entity acting for or on behalf of or claiming through it, hereby forever fully releases Lucasys and its Representatives, from any and all actions, causes of action, liens, claims, liability, suits, damages, demands, and actions of any nature whatsoever, conditional or contingent, whether known or unknown, whether foreseen or unforeseen that PowerPlan has had, now has, or may have in the future against Lucasys arising out of or relating in any way to the allegations in the Action based on events that have occurred up to the date of this Agreement. Notwithstanding the forgoing, PowerPlan does not release, and hereby reserves any claims related to the enforcement of this Agreement.

6. **No Retaliation, Retribution, or Discrimination Against Customers.** PowerPlan shall not engage in any retaliation, retribution, or discrimination against any PowerPlan customer

for doing business with Lucasys or any vendor of such customer. Lucasys shall not engage in any retaliation, retribution, or discrimination against any customer for doing business with PowerPlan or any vendor of such customer.

7. **Compliance with the Law.** The Parties agree to abide by all applicable laws in their business dealings with one another and dealings with each other's customers.

8. **Enforcement of Agreement.** Unless otherwise provided for herein, upon a breach by any Party of this Agreement, the aggrieved Party may institute proceedings to enforce the obligations created by the Agreement against the breaching Party. In that event, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such litigation.

9. **Binding Effect.** It is the understanding of the Parties that all the terms of this Agreement are contractual in nature and shall survive the execution of the releases incorporated herein and shall thereafter continue in full force and effect. This Agreement shall bind, and inure to the benefit of, the Parties, as well as their Representatives.

10. **Representation of Comprehension of Document.** The Parties acknowledge that they have been, and are, represented by legal counsel, and that they have carefully read and fully understand the provisions of this Agreement, including the foregoing releases.

11. **Authority to Execute.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement on behalf of the Party for whom he/she purports to sign.

12. **No Admissions.** Nothing contained in this Agreement shall constitute an admission of liability or of fact by any Party.

13. **Severability.** If any provisions or any part of any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, that provision shall be construed, limited, modified, or severed to the extent necessary to eliminate its

invalidity or unenforceability, and the other provisions of the Agreement shall remain in full force and effect.

14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding that body of law related to choice of law. In the event of a dispute arising out of or related to this Agreement, any such dispute shall be resolved by litigation in a court of competent jurisdiction in Atlanta, Georgia.

15. **Further Assurances.** Before and at all times following the execution of this Agreement, the Parties agree to execute and deliver, or to cause to be executed and delivered, those documents and to do, or cause to be done, such other acts and things as might reasonably be requested to assure that the benefits of this Agreement are realized by the Parties.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which together will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each signatory and a copy thereof delivered to each party to this Agreement.

17. **Integrated Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the matters herein set forth. There are no representations, warranties, agreements, arrangements, understandings, oral or written, between or among the Parties hereto relating to the subject matter of the Agreement that are not fully expressed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signature on the following page.

January 1, 2025

LUCAYSYS INC.

Dated: 1/1/2025

By: 
Name: Vadim Lantukh

Title: CEO

POWERPLAN, INC.

Dated: January 2, 2025

By: 

Name: Marissa Black

Title: Senior Corporate Counsel,
Roper Technologies, Inc.