QUMULO

NEURALPROTECT ADDENDUM

This NeuralProtect Addendum ("Addendum") supplements the Qumulo Software License Agreement (previously known as the "Qumulo Software Subscription Terms" and in either case is hereinafter referred to as "Agreement") between Customer and Qumulo, Inc. ("Company"). This Addendum governs Customer's access to and use of NeuralProtect.

1. Scope & Applicability
    a. Incorporation: This Addendum applies when Customer completes an Order Form for NeuralProtect, enables or activates NeuralProtect from within the Software, and/or otherwise access and uses NeuralProtect.
    b. Order of Precedence: To the extent of any direct conflict between the Agreement and this Addendum regarding the operation of NeuralProtect, this Addendum governs. All non-conflicting terms of the Agreement remain unchanged and in full force.

2. Data Processing, Security & Maintenance
    a. Processing Authorization: Customer grants Company the right to transmit, ingest, process, and store Metadata, generated by Customer's local or cloud Software deployment, within Company's (or its Sub-processors') cloud environment solely for purposes of providing NeuralProtect to Customer for its benefit.
    b. Data Protection & Security: To the extent Metadata includes Personal Data, Company will process and safeguard such data in accordance with the Data Processing Addendum (DPA) available on Company's Terms Hub.
    c. Maintenance Windows: Company reserves the right to conduct routine or emergency maintenance on cloud endpoints and cloud infrastructure, which may temporarily suspend or delay data syncing via NeuralProtect.

3. Connectivity & Operational Requirements
    a. Network Connectivity: Customer acknowledges that NeuralProtect requires active network connectivity between Customer's deployments and Company's cloud infrastructure (including system endpoints such as Qumulo Nexus).
    b. Impact of Disconnection: Company is not liable for feature unavailability, reporting gaps, or data sync delays caused by network disruptions, firewall blocks, or Customer's failure to maintain continuous cloud connectivity.
    c. Usage Limits & Throttling: Customer's use of NeuralProtect is subject to any capacity or Licensed Volume specified in the applicable Order Form or Documentation.

4. Feature Deactivation & Post-Termination Cloud Data
    a. Deactivation: Customer may disable NeuralProtect at any time via Nexus. Disabling NeuralProtect does not alter or terminate Customer's underlying Software subscription or payment obligations under the Agreement.
    b. Deletion of Customer Data: Upon expiration, termination, or deactivation of Customer's subscription to use NeuralProtect, Company will permanently delete any Metadata that may be persisting in Company's cloud environment in accordance with Company's standard data retention procedures but in any event no later than thirty (30) days from the expiration,

termination, or deactivation of Customer's subscription ("Retention Period"). Following the Retention Period, Company will have no obligation to maintain or provide such cloud-stored Customer Data.

5. Service Availability & Remedies
    a. Service Levels: Company will use commercially reasonable efforts to maintain availability of cloud endpoints. Service level commitments applicable to the underlying Software do not apply to NeuralProtect unless explicitly stated in an applicable Order Form.
    b. Exclusive Remedy: Company does not warrant that cloud data synchronization will be uninterrupted or error-free. Customer's sole and exclusive remedy, and Company's total liability, for any unavailability, latency, or failure of NeuralProtect is for Company to use commercially reasonable efforts to restore endpoint availability. An interruption, degradation, or modification of NeuralProtect shall not constitute a material breach or non-conformity of the underlying Product under the Agreement, nor shall it entitle Customer to terminate the Agreement or receive a refund or be relieved of ongoing payment obligations.

6. Limitations of Liability
    a. Data Protection Cap. WITH RESPECT TO DATA PROTECTION CLAIMS, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS, LOSSES AND DAMAGES IN THE AGGREGATE IS LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF FEES PAYABLE BY CUSTOMER FOR NEURALPROTECT UNDER THE APPLICABLE ORDER FROM DURING THE 12 MONTHS BEFORE THE INITIAL CLAIM OR, IN THE CASE OF PAY-GO CUSTOMERS, THE AMOUNTS PAID BY CUSTOMER DURING THE 12 MONTHS PRIOR.

7. Definitions
    a. Except as provided in this Section, all capitalized terms shall have the same meaning as set forth in the Agreement.
    b. Additional Definitions:
        - "**Data Protection Claims**" means Qumulo's breach of Section 7 or the Qumulo Global Data Processing Addendum as found at Terms Hub in each case, where such breach results in the unauthorized disclosure of Metadata.
        - "**Licensed Volume**" means the limits, volume or other measurement or conditions of permitted Use of NeuralProtect as set forth in the applicable Order Form or Documentation.
        - **"Metadata**" means information about customer files stored within Customer's local or cloud deployment of Qumulo Software and includes (i) client IP addresses; (ii) user identifiers associated with an operation (such as directory usernames or account names); (iii) protocol and operation type; (iv) operation status; (v) file IDs; (vi) file and folder path names, including target paths for renames and moves; and (vii) timestamps of the operation and such other operational attributes as are described in the Documentation. Metadata does not include the contents of any file. Metadata is a subset of, and will be treated as, Customer Data.
        - "**Personal Data**" shall have the meaning set forth in the Qumulo Data Processing Addendum.