



Qumulo's Door Opener Program

PROGRAM TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ("TERMS") APPLY TO THE FEDERAL PARTNER YETI COOLER PROGRAM OFFERED BY QUMULO, INC., WITH A PRINCIPAL PLACE OF BUSINESS AT 1501 4TH AVE., SUITE 1600, SEATTLE, WA 98101 USA ("QUMULO") TO ELIGIBLE PARTICIPANTS (THE "PROGRAM"). THESE TERMS MUST BE READ IN CONJUNCTION WITH THE PROGRAM DETAILS DOCUMENT TO WHICH THESE TERMS ARE ATTACHED OR OTHERWISE INCORPORATED BY REFERENCE. IF THERE IS A CONFLICT BETWEEN THE PROGRAM DETAILS DOCUMENT AND THESE TERMS, THESE TERMS WILL PREVAIL TO THE EXTENT OF THE INCONSISTENCY.

1. Promotion Period.

This Program will commence on October 1, 2022 and continue until April 30, 2023, subject to Qumulo's rights herein ("Program Period").

2. Eligible Participants.

Qumulo must receive written approval from Participant employers for Participant to participate in this Program for Participants to be eligible. By participating in this Program, the Participants are deemed to have accepted these Terms and to have entered into a binding agreement with Qumulo. If any Participant does not wish to accept these Terms, they should refrain from participation. If, during the Program Period, the Participant's status changes so that they are no longer eligible to participate in the Program, they will be automatically excluded from the Program. Equipment manufacturers and certified hardware partners are not eligible to participate.

3. Program Location.

The Program is open to Participants who reside in the following location(s): United States and Canada.

4. Program Requirements. In order to be eligible for the Program Reward described in these Terms, Participants must fully meet all of the terms of the Program requirements applicable to the Program, including, 1) submit a qualified meeting through the program landing page for Qumulo review and approve; 2) hold a meeting with the customer and a Qumulo representative; and, 3) the deal registration is for a "New Opportunity ("Program Requirements"). Additional Program Requirements may



be set out in the Program Details document to which these Terms are attached or otherwise incorporated by reference.

5. Program Reward.

Participants who fully and completely meet the Program Requirements will be eligible to receive YETI Daytrip Lunch Box Cooler..

Additional terms relating to a particular Reward (e.g. gift vouchers or prepaid cash cards), may apply. A Reward may also be subject to further terms and conditions relating to its use, or manufacturer's warranty or guarantee.

6. Award of Reward Incentive.

Qumulo will provide the Program Reward to a Participant subject to Qumulo's validation and acceptance of the Participant's claim for the Program Reward. In order to have a valid claim, the Participant must have fully and completely met the Program Requirements and these Terms ("Claim"). A Participant cannot be awarded more than one Reward per Claim and per Program. Any and all tax withholdings required by local laws and regulations will be the responsibility of the Participant and Participant's employer.

7. General Terms

- The terms and conditions of the Program are governed by the laws of the State of Washington.
- No exceptions to this Program will be allowed. Qumulo has the right to deny all claims that do not meet the criteria and requirements outlined in this Program.
- Qumulo reserves the right to modify, extend or discontinue this Program, in whole or in part, at any time and without further notice.
- Qumulo has the right in its absolute discretion to deny any claim to entitlement under this Program and/or may prohibit a Participant from participating in this Program where Qumulo (in its absolute discretion) determines that such Participant is attempting to undermine the legitimate operation of the Program by cheating, hacking, deception or other unfair playing.
- All decisions by Qumulo are final.
- This Program is void to the extent prohibited or otherwise restricted by applicable law. If a portion of this Program is found to be prohibited or otherwise restricted by applicable local law, only that portion of the Program will be void.
- Qumulo, and all of its respective officers, directors, employees, representatives and agents will have no liability to, and will be held harmless by a Participant making a



Claim under this Program, for any loss, damage or liability directly or indirectly related to the acceptance, possession, delivery, use or misuse of any matter or thing awarded under this Program.

- All taxes, including but not limited to VAT, excise or income tax incurred by a Participant's participation in this Program will be the sole responsibility of the Participant, in compliance with local laws.
- Participants in this Program will not, for any purpose, be considered an employee or agent of Qumulo. Participation in the Program will not be construed as granting any rights under any Qumulo employee benefit plan, or otherwise any employment-related rights against Qumulo.
- Qumulo will have no liability to any Participant or other person under these Terms or otherwise for any incidental, indirect, special or consequential losses or damages arising in connection with or under the Program and/or these Terms, even if Qumulo has been notified of such losses or damages. Unless prohibited by applicable law, Qumulo's liability to any Participant hereunder will be limited to the monetary value (in \$US) of the Reward that the Participant would be eligible to receive under the Program under a single Claim, assuming the Participant met all of the applicable Program Requirements, up to a total and aggregate cap of US \$1,000; except that such liability cap will not apply to liability arising from Qumulo's willful misconduct or fraud.
- Any questions regarding this Program should be addressed to fieldmarketing@qumulo.com