UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **November 9, 2026**

COMMVAULT SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**1-33026**	**22-3447504**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1 Commvault Way
Tinton Falls, New Jersey 07724
(Address of principal executive offices) (Zip Code)

(**732) 870-4000**
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	CVLT	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Gary Merrill as Chief Financial Officer

On November 9, 2026, Gary Merrill notified Commvault Systems, Inc. ("Commvault" or the "Company") that he will be resigning from his position as Chief Financial Officer of the Company, effective November 30, 2026, to pursue an opportunity at another publicly traded company outside the industry. Following his departure, Mr. Merrill will serve as an advisor to the Company through the end of the Company's fiscal year ending March 31, 2027. The Company has initiated a comprehensive search for its next chief financial officer. Mr. Merrill's departure was not associated with or attributable to any disagreement with the Company, including without limitation, any matter relating to the Company's accounting principles or practices, financial statement disclosures, internal controls, management or operations.

Appointment of Danielle Abrahamsen as Interim Chief Financial Officer

On November 13, 2026, the Company announced the appointment of Danielle Abrahamsen as Interim Chief Financial Officer and principal financial officer, effective December 1, 2026, until a new Chief Financial Officer is in place. Ms. Abrahamsen will continue to serve as the Company's Chief Accounting Officer and principal accounting officer.

Ms. Abrahamsen has served as the Company's Chief Accounting Officer since August 2023. Biographical and other information for Ms. Abrahamsen is set forth under the heading "Information about our Executive Officers" in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2026, filed with the Securities and Exchange Commission on May 11, 2026, and is incorporated herein by reference.

There are no family relationships between Ms. Abrahamsen and any director or executive officer of the Company, and Ms. Abrahamsen does not have a direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K. There are no arrangements or understandings between Ms. Abrahamsen and any other person pursuant to which she was appointed as an officer of the Company.

In connection with Ms. Abrahamsen's appointment as Interim Chief Financial Officer, Ms. Abrahamsen will receive, in addition to her current base salary, monthly cash compensation of $20,000 through March 31, 2027, and a total cash bonus of $400,000 for the fiscal year ending March 31, 2027. Ms. Abrahamsen will also receive an equity award with an aggregate target value of approximately $1,500,000, comprised of restricted stock units, in accordance with the Company's executive plan.

In connection with Ms. Abrahamsen's appointment, the Company and Ms. Abrahamsen entered into an Executive Retention Agreement (the "ERA"), dated November 12, 2026, which provides for severance benefits, including 12 months of base salary and accelerated vesting of equity awards, upon certain qualifying terminations of employment, including in connection with a change in control, subject to Ms. Abrahamsen's execution of a release of claims. The foregoing description of the ERA is not complete and is qualified in its entirety by reference to the full text of the ERA, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release announcing Mr. Merrill's departure, the appointment of Ms. Abrahamsen and the appointment of Stan Zlotsky as Senior Vice President, Finance on November 13, 2026. A copy of the press release is furnished as Exhibit 99.1 hereto.

This information is being furnished pursuant to Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities under

that section and shall not be deemed to be incorporated by reference into filings under the Securities Act of 1933.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Executive Retention Agreement with Danielle Abrahamsen, dated November 12, 2026.
99.1	Press Release dated November 13, 2026.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COMMVAULT SYSTEMS, INC.

Date: November 13, 2026

/s/ Danielle Sheer

Name: Danielle Sheer
Title: Chief Trust Officer

EXECUTIVE RETENTION AGREEMENT

THIS EXECUTIVE RETENTION AGREEMENT (the "**Agreement**") by and between Commvault Systems, Inc., a Delaware corporation (the "**Company**"), and Danielle Abrahamsen (the "**Executive**") is made as of November 12, 2026 (the "**Effective Date**").

WHEREAS, the Company recognizes that the continued services of the Executive are an essential component to the success of the Company, and

WHEREAS, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a change in control of the Company exists, and the Company has determined it appropriate and wishes to provide certain protections to the Executive,

NOW, THEREFORE, as an inducement for and in consideration of the Executive remaining in its employ, the Company agrees that the Executive shall receive the severance benefits set forth in this Agreement in the event the Executive's employment with the Company is terminated under the circumstances described below.

1. Key Definitions. As used herein, the following terms shall mean:

1. "Accrued Compensation" means: (i) Base Salary accrued by the Executive through, but not paid to the Executive as of, the Date of Termination; (ii) any annual incentive bonus earned by the Executive for a prior year but not paid to the Executive as of the Date of Termination; and (iii) any vested employee benefits to which the Executive is entitled as of the Date of Termination under any employee benefit plan of the Company.

2. "Base Salary" means the Executive's annual base salary as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the occurrence of an event or circumstance constituting Good Reason.

3. "Cause" shall have the definition given to it in the Equity Plan.

4. "CIC Qualifying Termination" shall mean, in each case, on or within twenty-four (24) months following a Change in Control, (i) a termination of the Executive's employment by the Company without Cause, (ii) a termination of the Executive's employment by reason of death or Disability, or (iii) a termination of the Executive's employment by the Executive for Good Reason.

5. "Change in Control" shall have the definition given to it in the Equity Plan.

6. "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

7. "Code" shall mean the Internal Revenue Code of 1986, as amended.

8. "Date of Termination" shall mean the effective date of an employment termination.

9. "Disability" shall have the definition given to it in the Equity Plan.

10. "Equity Plan" shall mean the Company's Omnibus Incentive Plan, as amended and as in effect as of the date hereof.

11. "Good Reason" shall mean, in each case without the consent of the Executive, (i) a material reduction in the Executive's title, duties, authority, role, responsibilities or scope, (ii) a relocation required by the Company from the location of the Executive's home office, or (iii) any reduction in total target direct compensation (i.e., Base Salary, Target Bonus or Target Incentive Opportunity); provided, however, that for any of the foregoing to constitute Good Reason, the Executive must provide written notification of such event or condition constituting Good Reason within ninety (90) days after the Executive knows of the occurrence of any such event or condition, and the Company shall have sixty (60) days from the date of receipt of such written notice to effect a cure of the event or condition constituting Good Reason, and, upon cure thereof by the Company, such event or condition shall no longer constitute Good Reason.

12. "Non-CIC Qualifying Termination" shall mean (i) a material reduction in Base Salary or Target Bonus that is not applied uniformly to other similarly situated executives, (ii) without the consent of the Executive, a relocation required by the Company from the location of the Executive's home office, or (iii) a termination of the Executive's employment by the Company without Cause. For clarity, a Non-CIC Qualifying Termination shall not include termination of the Executive's employment with the Company by reason of Executive's death or Disability, subject to applicable law, or a CIC Qualifying Termination; provided, however, that for clauses (i)-(ii), the Executive must provide written notification of such event or condition in clauses (i)-(ii) within ninety (90) days after the Executive knows of the occurrence of any such event or condition, and the Company shall have sixty (60) days from the date of receipt of such written notice to effect a cure of the event or condition in clauses (i)-(ii), and, upon cure thereof by the Company, such event or condition shall no longer constitute a Non-CIC Qualifying Termination by reason of clauses (i)-(ii).

13. "Target Bonus" shall mean the Executive's target cash annual incentive bonus pursuant to any annual bonus or incentive plan maintained by the Company in respect of the fiscal year in which the Date of Termination occurs or, if higher, immediately prior to the fiscal year in which occurs the first event or circumstance resulting in a CIC Qualifying Termination or Non-CIC Qualifying Termination; provided, that if the Executive is not eligible to receive a specified target cash annual incentive bonus following a Change in Control, the Target Bonus shall mean such target cash annual incentive bonus in effect as of immediately prior to the date of the Change in Control.

14. "Target Incentive Opportunity" shall mean the Executive's target annual long-term equity incentive opportunity in respect of the fiscal year in which the Date of Termination occurs or, if higher, immediately prior to the fiscal year in which occurs the first event or circumstance resulting in a CIC Qualifying Termination; provided, that if the Executive is not eligible to receive a specified target annual long-term equity incentive opportunity following a Change in Control, the Target Incentive Opportunity shall mean the most recent target annual

long-term equity incentive opportunity actually granted to the Executive by the Company in the last annual grant cycle occurring immediately prior to the Change in Control.

2. Term of Agreement. This Agreement, and all rights and obligations of the parties hereunder, shall take effect upon the Effective Date and shall expire upon the fulfillment by the Company of all of its obligations herein.

3. Accrued Compensation. The Company shall pay the Accrued Compensation to the Executive (or the Executive's estate, as applicable) upon a CIC Qualifying Termination or a Non-CIC Qualifying Termination in a lump-sum payment as soon as practicable following the Date of Termination, but in any event before the earlier to occur of (y) the payment date required by applicable law and (z) thirty (30) days immediately following the Date of Termination.

4. CIC Qualifying Termination. In the event that the Executive incurs a CIC Qualifying Termination, then the Executive shall be entitled to the following benefits, provided the Executive (or the Executive's estate, as applicable) timely executes, delivers, and does not revoke a release of claims in form and substance as provided by the Company (the "Release"):

(a) each outstanding and unvested equity award shall vest and become exercisable, as applicable (i) with those unvested equity awards that vest in part based on the achievement of performance metrics, vesting deemed earned at 100% of target or if a performance measurement period is applicable, the actual level of performance achieved consistent with other executives as determined by the Board of Directors of the Company or a committee thereof, and (ii) with those vested stock options that are not intended to constitute "incentive stock options" as described in Section 422 of the Code remaining exercisable by the Executive until the earlier of the second anniversary of the Date of Termination or the expiration of the original term of such option; provided that, except as provided in Section 8 or Section 11.8, the equity awards that vest in accordance with this Section 4(a) shall be settled or become exercisable on the sixty-first (61st) day following the Date of Termination;

(b) an amount equal to (i) twelve (12) months of Base Salary, and (ii) a Target Bonus, prorated to reflect the portion of the applicable performance period elapsed prior to the Date of Termination, which amounts shall be paid in a lump-sum on the sixty-first (61st) day following the Date of Termination (the "CIC Payment Date"); and

(c) an amount equal to the product of (i) the cost to the Executive of one month of continued participation for Executive and Executive's eligible dependents in the Company's group health, medical, dental, and vision programs or policies in which the Executive and his or her eligible dependents was eligible to participate as of the Date of Termination on the same basis as active employees and assuming that Executive timely and properly made an election under COBRA, multiplied by (ii) twelve (12), which resulting amount shall be paid in a lump-sum on the CIC Payment Date and irrespective of whether or not Executive uses such payment toward the cost of COBRA plan premiums.

5. Non-CIC Qualifying Termination. In the event that the Executive incurs a Non-CIC Qualifying Termination, then the Executive shall be entitled to the following benefits, provided

the Executive (or the Executive's estate, as applicable) timely executes, delivers, and does not revoke the Release:

(a) each outstanding and unvested equity award shall vest as if the Executive continued in employment with the Company for a period of twelve (12) months from the Date of Termination, and (i) for those unvested equity awards that vest in part based on the achievement of performance metrics, vesting shall occur at the actual level of performance achieved consistent with other executives as determined by the Board of Directors of the Company or a committee thereof and (ii) for those vested stock options that are not intended to constitute "incentive stock options" as described in Section 422 of the Code remaining exercisable by the Executive until the earlier of the second anniversary of the Date of Termination or the expiration of the original term of such option; provided that, except as provided in Section 8 or Section 11.8, the equity awards that vest in accordance with this Section 5(a) shall be settled or become exercisable on the sixty-first (61st) day following the Date of Termination except that those awards that remain outstanding and eligible to vest during such twelve (12) month period in accordance with Section 5(a)(i) shall be settled in accordance with their terms and, in any event, prior to March 15 of the year following the year in which the applicable performance period ends;

(b) an amount equal to twelve (12) months of Base Salary, which shall be paid in substantially equal installments over the twelve (12) month period following the Date of Termination, payable in accordance with the Company's normal payroll practices, and shall commence on the first regularly scheduled payroll date that occurs immediately following the sixty-first (61st) day following the Date of Termination (such date, the "Payment Commencement Date"); provided, that the portion of the severance amount provided under this Section 5(b) that is payable on the Payment Commencement Date shall include a lump-sum amount equal to the portion of the severance amount that would have been payable commencing on the Date of Termination and ending on the Payment Commencement Date; and

(c) an amount equal to the product of (i) the cost to the Executive of one month of continued participation for Executive and Executive's eligible dependents in the Company's group health, medical, dental, and vision programs or policies in which the Executive and his or her eligible dependents was eligible to participate as of the Date of Termination on the same basis as active employees and assuming that Executive timely and properly made an election under COBRA, multiplied by (ii) twelve (12), which resulting amount shall be paid in a lump-sum on the Payment Commencement Date and irrespective of whether or not Executive uses such payment toward the cost of COBRA plan premiums.

6. Notice of Termination of Employment.

1. Any termination of the Executive's employment by the Company shall be communicated by a written notice to the other party hereto (the "Notice of Termination"), given in accordance with Section 10. Any Notice of Termination shall: (i) indicate the specific termination provision (if any) of this Agreement relied upon by the party giving such notice, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to

provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specify the Date of Termination.

2. The failure by the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of a CIC Qualifying Termination, a Non-CIC Qualifying Termination, or Cause shall not waive any right of the Company hereunder or preclude the Company from asserting any such fact or circumstance in enforcing the Company's rights hereunder.

7. Mitigation. The Executive shall not be required to mitigate the amount of any payment or benefits provided for in this Agreement by seeking other employment or otherwise. Further, the amount of any payment or benefits provided for in this Agreement shall not be reduced by any compensation earned by the Executive as a result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company or otherwise.

8. Coordination of Benefits; Settlement of Awards.

1. Notwithstanding anything set forth herein to the contrary, to the extent that any severance payable under a plan or agreement covering the Executive as of the Effective Date constitutes deferred compensation under Section 409A of the Code ("Section 409A"), then to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A the portion of the benefits payable hereunder equal to such other amount shall instead be provided in the form set forth in such other plan or agreement. Further, to the extent, if any, provisions of this Agreement affect the time or form of payment of any amount which constitutes deferred compensation under Section 409A, then to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, if a Change in Control does not constitute a change in control event within the meaning of Section 409A, the time and form (but not the amount) of payment shall be the time and form that would have been applicable in absence of a Change in Control.

2. Notwithstanding anything in Section 4(a) or Section 5(a) to the contrary, if all or a portion of a Company equity award subject to accelerated vesting under the terms of such Sections constitutes deferred compensation under Section 409A, then to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, such awards shall vest at the time(s) provided in such Sections, but settlement, distribution or payment, as the case may be, shall be made on the earliest possible date that would not subject such awards to taxation and/or tax penalties under Section 409A.

9. Successors.

1. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness

of any succession shall be a breach of this Agreement and shall constitute Good Reason if the Executive elects to terminate employment in a manner consistent with the procedures for Good Reason. As used in this Agreement, "Company" shall mean the Company as defined above and any successor to its business or assets by operation of law or otherwise.

2. Successor to Executive. This Agreement shall, at Executive's direction, inure to the benefit of and be enforceable by the Executive's heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to the Executive or his family hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notice. All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (i) by registered or certified mail, return receipt requested, postage prepaid, or (ii) prepaid via a reputable nationwide overnight courier service, in each case addressed to the Company, at its principal corporate offices, Attention: Chief Legal Officer, with a copy to legal@commvault.com, and to the Executive at the Executive's address indicated on the Company's personnel records (or to such other address as either the Company or the Executive may have furnished to the other in writing in accordance herewith). Any such notice, instruction or communication shall be deemed to have been delivered three business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service. Either party may give any notice, instruction or other communication hereunder using any other means, but no such notice, instruction or other communication shall be deemed to have been duly delivered unless and until it actually is received by the party for whom it is intended.

11. Miscellaneous.

1. Not an Employment Contract. The Executive acknowledges that this Agreement does not constitute a contract of employment or impose on the Company any obligation to retain the Executive as an employee and does not prevent the Executive from terminating employment at any time.

2. Disputes. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles. Any claims, disputes or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the Executive's resident state, in accordance with the rules of JAMS then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Furthermore, the Company and the Executive agree that any breach of this Agreement by the Company is likely to cause the Executive substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the Executive shall have the right to specific performance and injunctive relief.

3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

4. Waivers. No waiver by either party at any time of any breach of, or compliance with, any provision of this Agreement to be performed by either party shall be deemed a waiver of that or any other provision at any subsequent time.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

6. Tax Withholding. Any payments provided for hereunder shall be paid net of any applicable tax withholding required under federal, state or local law.

7. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the severance matters contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of the subject matter contained herein; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled, including, for the avoidance of doubt, the Change in Control Agreement dated October 27, 2023. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Executive. Notwithstanding the foregoing, this Agreement shall not limit, and shall be in addition to, any rights the Executive may have, or be entitled to, with respect to the acceleration of equity pursuant to any equity plan of the Company (such as, but not limited to, any acceleration of equity awards under the Company's equity incentive plans) or its subsidiaries (as administrated by the relevant plan administrator), any option or restricted stock agreement, or any other written documentation related to the acceleration of equity executed or assumed by or on behalf of the Company or its subsidiaries. In the event of a conflict between any provision of this Agreement and any provision of any other agreement in effect between the Company and the Executive, the provision affording the greater benefit to the Executive will govern.

8. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A:

(a) Executive shall not be considered to have terminated employment with the Company for purposes of any payments under this Agreement which are subject to Section 409A until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

(b) Amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and the Company during the six (6) month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six (6) months following Executive's separation from service (or, if earlier, Executive's date of death).

(c) Amounts reimbursable to Executive shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during one year may not affect amounts reimbursable or provided in any subsequent year.

(d) "Disability" shall accelerate settlement (but not vesting) only to the extent that Executive has a "disability" within the meaning of Section 409A of the Code.

The Company makes no representation that any or all of the payments described in this Agreement shall be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. The Executive shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

9. Section 280G.

(a) Notwithstanding any other provision of the Agreement to the contrary, in the event that any payment or benefit received or to be received by the Executive (including any payment or benefit received in connection with a Change in Control or the termination of the Executive's employment, whether pursuant to the terms of the Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the severance benefits payable hereunder, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the excise tax imposed under Section 4999 (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G in such other plan, arrangement or agreement, the severance benefits payable hereunder shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) In the case of a reduction in the Total Payments pursuant to Section 11.9(a), the Total Payments shall be reduced in the following order: (A) payments that are payable in cash the full amount of which are treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a) shall be reduced (if necessary, to zero), with amounts that are payable last reduced first; (B) payments and benefits due in respect of any equity the full amount of which are

treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) shall next be reduced; (C) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, shall next be reduced; (D) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) shall next be reduced; and (E) all other non-cash benefits not otherwise described in clauses (B) or (D) shall be next reduced pro-rata.

10. Executive's Acknowledgements. The Executive acknowledges that s/he: (a) has read this Agreement; (b) understands the terms and consequences of this Agreement; and (c) has been advised by counsel prior to entering into this Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COMMVAULT SYSTEMS, INC.

/s/ Lisa McGahran
Lisa McGahran, VP - Global People Partners & Governance

EXECUTIVE:

/s/ Danielle Abrahamsen
Danielle Abrahamsen, Interim Chief Financial Officer and Chief Accounting Officer

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Commvault Announces CFO Transition

Danielle Abrahamsen Appointed Interim Chief Financial Officer

Stan Zlotsky appointed SVP, Finance

Current CFO Gary Merrill to Join Another Publicly Traded Company Outside of Industry

Company Reaffirms Third Quarter and Fiscal Year 2027 Guidance

TINTON FALLS, N.J. – November 13, 2026 – Commvault (NASDAQ: CVLT), delivering continuous recovery for the AI era, today announced that Danielle Abrahamsen, Chief Accounting Officer, has been appointed Interim Chief Financial Officer, effective December 1, 2026. Abrahamsen succeeds Gary Merrill, who is leaving the Company to pursue an opportunity at another company outside the industry. Merrill will serve as an advisor to Commvault through the end of its fiscal year. Commvault has engaged Spencer Stuart to assist with the search to identify its next CFO.

Abrahamsen has been with Commvault for more than eight years, serving as Chief Accounting Officer since 2023. She brings extensive experience in financial reporting, accounting operations and public-company finance. Commvault has also appointed Stan Zlotsky as Senior Vice President, Finance. Zlotsky brings experience from Pendo.io, Morgan Stanley and Deutsche Bank, and will work closely with Abrahamsen and the broader finance team to oversee financial strategy and operations, supporting the company's growth and long-term performance.

"Danielle brings a deep understanding of Commvault's business and financial operations to the interim CFO role, having served as Chief Accounting Officer for the past three years," said Sanjay Mirchandani, President and CEO, Commvault. "I'm confident in her leadership as we continue to execute our strategy and capture share in an AI-first world."

Mirchandani continued, "I want to thank Gary for his contributions to Commvault spanning more than two decades. He departs with Commvault on a healthy growth trajectory, including durable subscription growth, expanding margins and strong free cash flow generation. We wish him the best in his next chapter."

Third Quarter and Fiscal Year 2027 Guidance
Commvault reaffirms its previous third quarter and fiscal year 2027 guidance issued on October 27, 2026.

About Commvault
Commvault (NASDAQ: CVLT) delivers continuous recovery for the AI era. We help organizations stay ready for constant disruption by returning critical data, applications, identities, and AI systems to a clean, trusted state. Our purpose-built recovery solutions span cloud-native and hybrid environments, leveraging AI to enable resilience at enterprise scale.

Safe Harbor Statement
This press release may contain forward-looking statements, including statements regarding financial projections, which are subject to risks and uncertainties, such as those related to our restructuring plans, competitive factors, difficulties and delays inherent in the development, manufacturing, marketing and sale of software products and related services, general economic conditions, outcome of litigation and others. For a discussion of these and other risks and uncertainties affecting Commvault's business, see "Item 1A. Risk Factors" in our annual report on Form 10-K and "Item 1A. Risk Factors" in our most recent quarterly report on Form 10-Q. Statements regarding Commvault's beliefs, plans, expectations or intentions regarding the future are forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from anticipated results. Commvault does not undertake to update its forward-looking statements.