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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.__)*

CommVault Systems, Inc.
(Name of Issuer)

Common Stock, $.01 par value
(Title of Class of Securities)

204166102
(CUSIP Number)

Ivy Dodes
Credit Suisse
Eleven Madison Avenue, New York, NY 10010
(212) 325-2000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 1, 2006
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 204166102	13D	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Credit Suisse, on behalf of the Investment Banking division		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) o (b) x		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) x		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Switzerland		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER See Item 5.	
	8	SHARED VOTING POWER See Item 5.	
	9	SOLE DISPOSITIVE POWER See Item 5.	
	10	SHARED DISPOSITIVE POWER See Item 5.	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON See Item 5.		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) See Item 5.		
14	TYPE OF REPORTING PERSON BK		

Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement") relates to the Common Stock, $.01 par value (the "Shares"), of CommVault Systems, Inc., a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 2 Crescent Place, Oceanport, NJ 07757.

Item 2. Identity and Background.

In accordance with Securities and Exchange Commission Release No. 34-39538 (January 12, 1998), this Statement is being filed by Credit Suisse (the "Bank"), a Swiss bank, on behalf of its subsidiaries to the extent that they constitute the Investment Banking division (the "Investment Banking division") (the "Reporting Person"). The Reporting Person provides financial advisory and capital raising services, sales and trading for users and suppliers of capital around the world and invests in and manages private equity and venture capital funds. The address of the Bank's principal business and office is Uetlibergstrasse 231, P.O. Box 900, CH 8070 Zurich, Switzerland. The address of the Reporting Person's principal business and office in the United States is Eleven Madison Avenue, New York, New York 10010.

The Bank owns directly a majority of the voting stock, and all of the non-voting stock, of Credit Suisse Holdings (USA), Inc. ("CS Hldgs USA Inc"), a Delaware corporation. The address of CS Hldgs USA Inc's principal business and office is Eleven Madison Avenue, New York, New York 10010. The ultimate parent company of the Bank and CS Hldgs USA Inc, and the direct owner of the remainder of the voting stock of CS Hldgs USA Inc, is Credit Suisse Group ("CSG"), a corporation formed under the laws of Switzerland.

CS Hldgs USA Inc owns all of the voting stock of Credit Suisse (USA), Inc. ("CS USA Inc"), a Delaware corporation and holding company. CS USA Inc is the successor company of Credit Suisse First Boston (USA), Inc. ("CSFB-USA"), and all references hereinafter to CSFB-USA shall be deemed to refer to CS USA Inc. CS USA Inc is the sole member of Credit Suisse Securities (USA) LLC ("CS Sec USA LLC"), a Delaware limited liability company and a registered broker-dealer that effects trades in many companies. CS Sec USA LLC is the successor company of Credit Suisse First Boston LLC ("CSFB LLC"), which is the successor company of Credit Suisse First Boston Corporation ("CSFBC"), and all references hereinafter to CSFB LLC and CSFBC shall be deemed to refer to CS Sec USA LLC. The address of the principal business and office of each of CS USA Inc and CS Sec USA LLC is Eleven Madison Avenue, New York, New York 10010.

Sprout Capital IX, L.P. ("Sprout IX"), Sprout Capital VII, L.P. ("Sprout VII"), Sprout CEO Fund, L.P. ("Sprout CEO"), Sprout Entrepreneurs Fund, L.P. ("Sprout Entrepreneurs"), Sprout Growth II, L.P. ("Sprout Growth") and Sprout IX Plan Investors, L.P. ("SIPI") are Delaware limited partnerships which make investments for long-term appreciation. DLJ Capital Corporation ("DLJCC"), a Delaware corporation and a wholly-owned subsidiary of CS USA Inc, acts as a venture capital partnership management company. DLJCC is also the general partner of Sprout CEO and Sprout Entrepreneurs. DLJCC is also the managing general partner of Sprout IX, Sprout VII and Sprout Growth and, as such, is responsible for their day-to-day management. DLJCC makes all of the investment decisions on behalf of Sprout IX, Sprout VII, Sprout CEO, Sprout Entrepreneurs and Sprout Growth. DLJ Associates IX, L.P. ("Associates IX"), a Delaware limited partnership, is a general partner of Sprout IX and in accordance with the terms of the relevant partnership agreement, does not participate in investment decisions made on behalf of Sprout IX. DLJ Capital Associates IX, Inc. ("DLJCA IX"), a Delaware corporation and wholly-owned subsidiary of DLJCC, is the managing general partner of Associates IX. DLJ Associates VII, L.P. ("Associates VII"), a Delaware limited partnership, is a general partner of Sprout VII and in accordance with the terms of the relevant partnership agreement, does not participate in investment decisions made on behalf of Sprout VII. DLJ Capital Associates VII, Inc. ("DLJCA VII"), a Delaware corporation and

wholly-owned subsidiary of DLJCC, is the managing general partner of Associates VII. DLJ Growth Associates II, L.P. ("Associates II"), a Delaware limited partnership, is a general partner of Sprout Growth and in accordance with the terms of the relevant partnership agreement, does not participate in investment decisions made on behalf of Sprout Growth. DLJ Growth Associates II, Inc. ("DLJGA II"), a Delaware corporation and wholly-owned subsidiary of DLJCC, is the managing general partner of Associates II. DLJ LBO Plans Management Corporation II ("DLJLBO II"), a Delaware corporation, is the general partner of SIPI and, as such, is responsible for its day-to-day management. DLJLBO II makes all of the investment decisions on behalf of SIPI. DLJLBO II is an indirect wholly-owned subsidiary of CS USA Inc.

Each of DLJ Merchant Banking Partners, L.P. ("DLJMB Partners"), a Delaware limited partnership, DLJ Offshore Partners, C.V. ("DLJ Offshore"), a Netherlands Antilles limited partnership, DLJ International Partners, C.V. ("DLJ International"), a Netherlands Antilles limited partnership, DLJ First ESC, L.P. ("First ESC"), a Delaware limited partnership, DLJ ESC II, L.P. ("ESC II"), a Delaware limited partnership, and DLJ Merchant Banking Funding, Inc. ("DLJMB Funding"), a Delaware corporation, makes investments for long-term appreciation. DLJ Merchant Banking, Inc. ("MB Inc"), a Delaware corporation, is (i) managing general partner of DLJMB Partners and (ii) advisory general partner of DLJ Offshore and DLJ International. MB Inc is an indirect wholly-owned subsidiary of CS USA Inc. DLJ LBO Plans Management Corporation ("DLJLBO"), a Delaware corporation, is the general partner of First ESC and ESC II and, as such, is responsible for their day-to-day management. DLJLBO makes all of the investment decisions on behalf of ESC II and First ESC. DLJLBO is an indirect wholly-owned subsidiary of CS USA Inc. DLJ Offshore Management N.V. ("DLJ Offshore Management"), a Netherlands Antilles Corporation, is resident general partner of DLJ Offshore and DLJ International. DLJ Offshore Management is an indirect wholly-owned subsidiary of CS USA Inc.

The address of the principal business and office of each of DLJCC, DLJCA IX, Associates IX, DLJCA VII, Associates VII, DLJGA II, Associates II, Sprout IX, Sprout VII, Sprout CEO, Sprout Entrepreneurs, Sprout Growth, SIPI, DLJMB Partners, DLJ Offshore, DLJ International, First ESC, ESC II, DLJLBO II, MB Inc, DLJLBO, DLJ Offshore Management and DLJMB Funding is Eleven Madison Avenue, New York, New York 10010. Each of ESC II, First ESC, DLJ International, DLJMB Funding, DLJMB Partners, DLJ Offshore, Sprout CEO, DLJCC, Sprout Growth, Sprout VII, Sprout IX, Sprout Entrepreneurs and SIPI is individually referred to as a "Purchasing Entity," and such entities are collectively referred to as the "Purchasing Entities." The Purchasing Entities, Associates IX, DLJCA IX, Associates VII, DLJCA VII, Associates II, DLJGA II, DLJLBO II, MB Inc, DLJLBO and DLJ Offshore Management are collectively referred to as the "CS Entities."

CSG is a global financial services company, active in all major financial centers and providing a comprehensive range of banking and insurance products. CSG and its consolidated subsidiaries are comprised of the Bank and the Winterthur division (the "Winterthur division"). In addition to the Investment Banking division, the Bank is comprised of the Asset Management division (the "Asset Management division") and the Private Banking division (the "Private Banking division"). The Asset Management division provides asset management and investment advisory services to institutional, mutual fund and private investors worldwide. The Private Banking division offers global private banking and corporate and retail banking services in Switzerland. The Winterthur division provides life and non-life insurance and pension products to private and corporate clients worldwide. CSG's business address is Paradeplatz 8, P.O. Box 1, CH 8070 Zurich, Switzerland.

CSG, for purposes of the federal securities laws, may be deemed ultimately to control the Bank and the Reporting Person. CSG, its executive officers and directors, and its direct and indirect subsidiaries (including those subsidiaries that constitute the Asset Management division, the Private Banking division and the Winterthur division) may beneficially own Shares to which this Statement

relates and such Shares are not reported in this Statement. CSG disclaims beneficial ownership of Shares beneficially owned by its direct and indirect subsidiaries, including the Reporting Person. Each of the Asset Management division, the Private Banking division and the Winterthur division disclaims beneficial ownership of Shares beneficially owned by the Reporting Person. The Reporting Person disclaims beneficial ownership of Shares beneficially owned by CSG, the Asset Management division, the Private Banking division and the Winterthur division.

The name, business address, citizenship, present principal occupation or employment, and the name and business address of any corporation or organization in which each such employment is conducted, of each executive officer or director of the Reporting Person, CS Hldgs USA Inc, CS USA Inc, CS Sec USA LLC, DLJCC, DLJCA IX, DLJCA VII, DLJGA II, DLJLBO II, DLJMB Funding, MB Inc, DLJLBO and DLJ Offshore Management are set forth on Schedules A-1 through A-13 attached hereto, each of which is incorporated by reference herein.

Except as otherwise provided herein, during the past five years none of the Reporting Person, CS Hldgs USA Inc, CS USA Inc, CS Sec USA LLC, the CS Entities nor, to the best knowledge of the Reporting Person, any of the other persons listed on Schedules A-1 through A-13 attached hereto, has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to United States federal or state securities laws or finding any violation with respect to such laws.

On January 22, 2002, CSFBC, without admitting or denying any alleged violation, entered into coordinated settlements with NASD Regulation, Inc. (“NASDR”) and the Securities and Exchange Commission (“SEC”) resolving all outstanding investigations of CSFBC into the allocation of shares in initial public offerings (“IPOs”). CSFB USA was then the sole stockholder of CSFBC.

CSFBC consented to these settlements without admitting or denying any of the allegations made in the SEC’s Complaint or the Letter of Acceptance, Waiver and Consent (“AWC”) filed with the NASDR. The SEC and NASDR alleged that, between April 1999 and June 2000, certain CSFBC employees allocated many shares in IPOs to over 100 customers with whom they had improper profit-sharing arrangements. The NASDR and SEC alleged that certain employees allocated “hot” IPO shares to certain customers who paid the Firm a portion of the profits (between 33 and 65 percent) that they made when they sold their IPO stock, by paying inflated brokerage commissions on transactions unrelated to the IPO shares.

Under the terms of the coordinated settlement:

- CSFBC paid a total of $100 million. This amount included $30 million in fines and civil penalties divided evenly between the SEC and NASDR, and a total of $70 million in disgorgement, $35 million of which was paid to the U.S. Treasury and $35 million of which was paid to the NASDR, representing the monies obtained as a result of the conduct described by the SEC and NASDR. The SEC determined in this case that it was appropriate and in the public interest to pay funds to the U.S. Treasury rather than to any third parties.

- CSFBC has adopted and implemented revised policies and procedures for allocating IPOs in its broker-dealer operations. The SEC and NASD have reviewed these policies and procedures. These included the establishment of an IPO Allocation Review Committee, a process for the pre-qualification of accounts before they are eligible to receive IPO allocations and enhanced supervisory procedures, which includes the review of commissions paid by certain accounts receiving allocations around the time of the IPO. CSFBC also agreed to retain an independent consultant to review the implementation of these policies and procedures one year from the date of the settlement.

In the NASDR settlement, CSFBC, without admitting or denying any findings, consented to a censure and findings that it violated NASD Rules 2110, 2330, 2710, 3010 and 3110. These Rules (a) require broker-dealers to adhere to just and equitable principles of trade, (b) prohibit broker-dealers from sharing in the profits of client accounts except as specifically provided, (c) require a managing underwriter to file certain information that may have a bearing on the NASDR's review of underwriting arrangements, (d) require members to establish, maintain and enforce a reasonable supervisory system and (e) require broker-dealers to maintain certain books and records.

The NASDR AWC also found violations of Section 17(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and SEC Rule 17a-3, thereunder, which are incorporated by NASD Rule 3110 and similarly impose certain record keeping requirements on CSFBC as a broker-dealer. In the SEC settlement, CSFBC, without admitting or denying the allegations of the Complaint, consented to entry by the District Court for the District of Columbia of a final judgment that: (1) permanently enjoined CSFBC, directly or indirectly, from violations of NASD Conduct Rules 2110 and 2330 and Section 17(a)(1) of the Exchange Act and SEC Rule 17a-3; and (2) ordered CSFBC to comply with certain undertakings.

Neither the SEC nor NASDR made any allegations or findings of fraudulent conduct by CSFBC. Further, neither the SEC nor NASDR alleged that any IPO prospectus was rendered false or misleading by CSFBC's conduct or that this conduct affected either the offering price of an IPO or the price at which any IPO stock traded in the aftermarket.

On August 13, 2002, Mr. John A. Ehinger, an executive officer of CSFB-USA and board member of CSFB LLC, without admitting or denying any alleged violation, entered into a settlement with the NASD resolving outstanding investigations of Mr. Ehinger into his alleged failure to supervise with a view toward preventing CSFBC's violations of NASD Rules 2110, 2330, 2710 and 3110, and Section 17(a) of the Exchange Act and SEC Rule 17a-3 thereunder. Under the terms of the settlement, Mr. Ehinger agreed to (1) the payment of a fine of $200,000, (2) a suspension from associating with a member firm in any and all capacities for 30 calendar days and (3) a suspension from acting in any supervisory capacity for 30 additional calendar days, such supervisory suspension beginning after the suspension in all capacities had been served.

On October 31, 2003, the U.S. District Court for the Southern District of New York (the "SDNY") approved the global settlement among a number of Wall Street firms, including CSFB LLC, and a coalition of state and federal regulators and self-regulatory organizations (the "Global Settlement"). CSFB LLC, without admitting or denying any alleged violation, consented to the Global Settlement and thereby resolved an SEC complaint filed on April 28, 2003, in the SDNY. In this complaint, the SEC alleged that, from July 1998 to December 2001, CSFB LLC engaged in acts and practices that created or maintained inappropriate influence over research analysts, thereby imposing conflicts of interest on research analysts that CSFB LLC failed to manage in an adequate or appropriate manner. The SEC's complaint also alleged that CSFB LLC engaged in inappropriate "spinning" of "hot" IPO allocations in violation of New York Stock Exchange ("NYSE") and NASD Inc. ("NASD") rules requiring adherence to high business standards and just and equitable principles of trade, and that CSFB LLC's books and records relating to certain transactions violated the broker-dealer record-keeping provisions of Section 17(a) of the Exchange Act, NYSE Rules 401, 440 and 476(a)(6) and NASD Rules 2110 and 3110.

Under the terms of the Global Settlement:

- CSFB LLC agreed to pay the following amounts: $75 million as a penalty, $75 million as disgorgement of commissions and other monies for restitution for investors, and $50 million to be used to fund independent research. This $50 million to fund independent research is payable over a five year period.
- CSFB LLC is required, among other things, to: (i) separate its research and investment banking departments and make independent research available to investors, (ii) prohibit its analysts from receiving compensation for investment banking activities and prohibit analysts' involvement in investment banking "pitches" and "roadshows," (iii) contract, for a five-year period, with no fewer than three independent research firms that will make available independent research to CSFB LLC's customers and (iv) make its analysts' historical price targets (among other things) publicly available.
- CSFB LLC is permanently restrained and enjoined from violating Sections 15(e) and 17(a) of the Exchange Act, Exchange Act Rules 15c1-2 and 17a-3, NASD Rules 2110, 2210, 3010, and 3110, and NYSE Rules 342, 401, 440, 472, and 476.

Other Wall Street firms were subject to similar requirements.

Item 3. Source and Amounts of Funds.

Between May 22, 1996 and August 29, 2003, pursuant to various purchase agreements prior to the Company's initial public offering, the Company issued and the Purchasing Entities acquired 12,184,685 Shares, 2,000,000 shares of Series A Preferred Stock (the "Series A Stock"), 310,667 shares of Series B Preferred Stock (the "Series B Stock"), 333,333 shares of Series C Preferred Stock (the "Series C Stock"), 200,000 shares of Series D Preferred Stock (the "Series D Stock"), 200,000 shares of Series E Preferred Stock (the "Series E Stock"), 582,703 shares of Series AA Preferred Stock (the "Series AA Stock"), 826,447 shares of Series BB Preferred Stock (the "Series BB Stock") and 1,871,937 shares of Series CC Preferred Stock (the "Series CC Stock" and, together with the Series A Stock, Series B Stock, Series C Stock, Series D Stock, Series E Stock, Series AA Stock and Series BB Stock, the "Preferred Stock") for an aggregate purchase price of $55,931,688 (the "Pre-IPO Transactions"). The following chart breaks out the Pre-IPO Transactions by Purchasing Entity, showing the amount of Shares and Preferred Stock acquired by each Purchasing Entity.

Purchasing Entity	**Shares**	**Series A Stock**	**Series B Stock**	**Series C Stock**	**Series D Stock**	**Series E Stock**	**Series AA Stock**	**Series BB Stock**	**Series CC Stock**
ESC II	10,520	0	0	0	0	2,631	0	0	0
First ESC	985,403	159,479	24,772	26,580	17,664	17,664	0	0	0
DLJ International	1,828,230	299,485	46,520	49,914	30,404	30,404	0	0	0
DLJMB Funding	1,467,582	239,219	37,159	39,870	26,495	23,864	0	0	0
DLJMB Partners	3,733,757	619,231	96,187	103,205	57,098	57,098	0	0	0

DLJ Offshore	97,630	15,919	2,473	2,653	1,672	1,672	0	0	0
Sprout CEO	23,606	3,881	601	644	386	386	0	0	0
DLJCC	338,791	55,615	8,636	9,267	5,560	5,560	1,214	1,721	3,899
Sprout Growth	1,663,928	273,108	42,427	45,522	27,314	27,314	0	0	0
Sprout VII	2,035,238	334,063	51,892	55,678	33,407	33,407	0	0	0
Sprout IX	0	0	0	0	0	0	553,735	785,363	1,778,878
Sprout Entrepreneurs	0	0	0	0	0	0	2,182	3,095	7,011
SIPI	0	0	0	0	0	0	25,572	36,268	82,149

In the Pre-IPO Transactions, the Purchasing Entities purchased the Shares for $0.01 to $0.04 per share, the Series A Stock for $14.90 per share, the Series B Stock for $14.90 per share, the Series C Stock for $14.90 per share, the Series D Stock for $14.90 per share, the Series E Stock for $14.90 per share, the Series AA Stock for $3.13 per share, the Series BB Stock for $3.13 per share and the Series CC Stock for $3.13 per share.

On September 14, 2006, the Company effectuated a reverse stock split of its outstanding Shares of Common Stock at a ratio of one Share for each two Shares of Common Stock outstanding at the time of the reverse stock split. The Share totals provided for the Pre-IPO Transactions (above) reflect the reverse stock split.

On September 21, 2006, in connection with the Company's initial public offering (the "Company IPO"), certain of the Purchasing Entities sold 3,295,516 Shares for an aggregate sale price (exclusive of commission) of $44,440,033 (the "IPO Sales"). The following chart breaks out the IPO Sales by Purchasing Entity, showing the amount of Shares sold by each Purchasing Entity.

Purchasing Entity	**Shares Sold**
ESC II	2,297
First ESC	215,050
DLJ International	398,991
DLJMB Funding	320,278
DLJMB Partners	814,868
DLJ Offshore	21,307
Sprout CEO	8,851
DLJCC	127,017
Sprout Growth	623,824
Sprout VII	763,033

Also in connection with the Company's initial public offering, all of the Preferred Stock held by the Purchasing Entities was converted into 7,736,703 Shares at a conversion ratio of 2.0 Shares for each share of Series A Stock, Series B Stock, Series C Stock, Series D Stock and Series E Stock, 0.514 Shares for each share of Series AA Stock and 0.5 Shares for each share of Series BB Stock and Series CC Stock.

On October 3, 2006, in connection with the Company IPO, certain of the Purchasing Entities sold an additional 1,666,667 Shares for an aggregate sale price (exclusive of commission) of $22,475,004 (the "Additional IPO Sales") . The following chart breaks out the Additional IPO Sales by Purchasing Entity, showing the amount of Shares sold by each Purchasing Entity.

Purchasing Entity	**Shares Sold**
ESC II	2,159
First ESC	202,177
DLJ International	375,107
DLJMB Funding	301,105
DLJMB Partners	766,088
DLJ Offshore	20,031

The funds used by the Purchasing Entities to make the acquisitions described above were obtained from capital commitments by the partners of the Purchasing Entities.

Item 4. Purpose of Transaction.

The Reporting Person made its purchases for investment purposes. The Reporting Person intends to optimize the value of its investments and, therefore, will review from time to time the Company's business affairs and financial position. Based on such evaluation and review, as well as general economic and industry conditions existing at the time, the Reporting Person may consider from time to time various alternative courses of action. Such actions may include the acquisition or disposition of Shares or other securities through open market transactions, privately negotiated transactions, a tender offer, an exchange offer or otherwise.

Except as set forth herein, the Reporting Person has no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) As of November 1, 2006, the Reporting Person may be deemed to beneficially own an aggregate of 14,959,205 Shares, consisting of 381,345 Shares held directly by various subsidiaries of the Reporting Person (as described below) (the "Direct Shares") and 14,577,860 Shares deposited into a voting trust (as described in Item 6 below) (the "Trust Shares"). The Direct Shares include 494 Shares held directly by ESC II, 46,259 Shares held directly by First ESC, 85,828 Shares held directly by DLJ International, 68,894 Shares held directly by DLJMB Funding, 175,288 Shares held directly by DLJMB Partners and 4,582 Shares held directly by DLJ Offshore. The Trust Shares include 10,832 Shares deposited by ESC II, 1,014,235 Shares deposited by First ESC, 1,881,758 Shares deposited by DLJ International, 1,510,519 Shares deposited by DLJMB Funding, 3,843,151 Shares deposited by DLJMB Partners, 100,488 Shares deposited by DLJ Offshore, 26,551 Shares deposited by Sprout CEO, 384,484 Shares deposited by DLJCC, 1,871,474 Shares deposited by Sprout Growth, 2,289,099 Shares deposited by Sprout VII, 1,566,741 Shares deposited by Sprout IX, 6,175 Shares deposited by Sprout Entrepreneurs and 72,353 Shares deposited by SIPI.

Accordingly, the Reporting Person may be deemed to beneficially own 35.9% of the outstanding Shares.

To the best knowledge of the Reporting Person, and except as described herein, neither the Reporting Person, CS Hldgs USA Inc, CS USA Inc, CS Sec USA LLC, the CS Entities nor, to the best knowledge of the Reporting Person, any other persons listed on Schedules A-1 through A-13 attached hereto, beneficially owns any additional Shares.

(b) With respect to any rights or powers to vote, or to direct the vote of, or to dispose of, or direct the disposition of, the Shares referenced in paragraph 5(a), there is shared power to vote, or to direct the vote of, and to dispose of, or to direct the disposition of, such Shares among the Reporting Person, CS Hldgs USA Inc, CS USA Inc, CS Sec USA LLC and the CS Entities (subject to the applicable terms of the Voting Trust Agreement and the Lock-up Agreement, each of which is described in Item 6 below).

(c) Except as described in Item 3, no transactions in the Shares were effected by the Reporting Person and its subsidiaries during the 60 day period prior to November 13, 2006.

(d) No other person is known by the Reporting Person to have the right to receive or power to direct the receipt of dividends from, or the proceeds from the sale of the Shares beneficially owned by, the Reporting Person, CS Hldgs USA Inc, CS USA Inc, CS Sec USA LLC and the CS Entities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Voting Trust Agreement

ESC II, First ESC, DLJ International, DLJMB Funding, DLJMB Partners, DLJ Offshore, Sprout CEO, DLJCC, Sprout Growth, Sprout VII, Sprout IX, Sprout Entrepreneurs and SIPI (collectively, the "CS Trust Entities"), and the other parties thereto, entered into a voting trust agreement (the "Voting Trust Agreement") with Wells Fargo Bank, N.A., as trustee (the "Trustee"), dated as of September 21,

2006, pursuant to which the CS Trust Entities deposited the Trust Shares into a voting trust. The Trustee is the record holder of the Trust Shares, and the CS Trust Entities hold trust certificates representing the Trust Shares. Pursuant to the Voting Trust Agreement, the Trustee has the exclusive right to vote the Trust Shares. Generally, the Trustee will vote the Trust Shares on a pro rata basis proportionate to all other votes cast on a particular matter. While the Trustee has the exclusive right to vote the Trust Shares, the CS Trust Entities, subject to certain limitations, will have the power to dispose of, or direct the disposition of, the Trust Shares beginning 100 days after September 21, 2006 (when the lock-up provision of the Voting Trust Agreement terminates). The CS Trust Entities also retain the right to receive all dividends paid on the Trust Shares.

The description of the Voting Trust Agreement in this Item 6 is qualified in its entirety by reference to the text of the Voting Trust Agreement, attached hereto as Exhibit 1, which is incorporated by reference in its entirety into this Item 6.

Lock-up Agreement

Pursuant to a letter dated March 9, 2006, from Credit Suisse, DLJCC, ESC II, First ESC, DLJ International, DLJMB Funding, DLJMB Partners and DLJ Offshore (collectively, the "Lock-up Participants") to the Company, CS Sec USA LLC and Goldman, Sachs & Co., the Lock-up Participants entered into an agreement (the "Lock-up Agreement") whereby the Lock-up Participants agreed not to offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock or securities convertible into or exchangeable or exercisable for any shares of Common Stock, or enter into a transaction that would have the same effect, or enter into certain other arrangements, from the date of the Lock-up Agreement until and including 180 days after the public offering date (the "Offering Date") set forth in the Company's final prospectus (the "Lock-up Period"). However, if the reported last sale price per share of the shares of Common Stock of the Company on the Nasdaq Stock Market's National Market is at least 50% greater than the initial public offering price per share for 20 of the 30 trading days ending on the last trading day before the 100th day after the Offering Date, then 20% of the shares of the Common Stock subject to the Lock-up Agreement will be released from the restrictions of the Lock-up Agreement on the 101st day after the Offering Date. In addition, during the Lock-up Period the Lock-up Participants will not, without the prior written consent of CS Sec USA LLC and Goldman, Sachs & Co., make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for any shares of Common Stock.

The description of the Lock-up Agreement in this Item 6 is qualified in its entirety by reference to the text of the Lock-up Agreement, attached hereto as Exhibit 2, which is incorporated by reference in its entirety into this Item 6.

Registration Rights Agreement

DLJMB Partners, L.P., DLJ International, DLJ Offshore, DLJMB Funding, DLJCC, First ESC, ESC II, Sprout Growth, Sprout Capital VII, Sprout IX, Sprout Entrepreneurs, SIPI and Sprout CEO (collectively, the "DLJ Entities") entered into a registration rights agreement (the "Registration Rights Agreement") with the Company, dated as of September 27, 2006, which amends and restates the Stockholders' Agreement (as amended), dated as of May 22, 1996. Pursuant to the Registration Rights Agreement, the DLJ Entities have the right, under certain circumstances, to request that the Company effect a registration of certain shares of Common Stock (such shares of Common Stock, the "Registrable Shares"). The Company shall use commercially reasonable efforts to effect such registration as soon as practicable and to keep such registration continuously effective for a specified period of time. The DLJ Entities also have "piggyback rights," whereby the DLJ Entities may request that the Company include their Registrable Shares in certain registrations of shares of Common Stock effected by the Company.

Furthermore, the Company shall use commercially reasonable efforts to qualify for registration on Form S-3, and the DLJ Entities shall have the right, subject to certain limitations, to request registration on Form S-3. The Company shall use commercially reasonable efforts to effect any such registration as soon as practicable and shall keep such registration continuously effective for a specified period of time.

The description of the Registration Rights Agreement in this Item 6 is qualified in its entirety by reference to the text of the Registration Rights Agreement, attached hereto as Exhibit 3, which is incorporated by reference in its entirety into this Item 6.

Item 7. Material to be filed as Exhibits.

Exhibit 1: Voting Trust Agreement, dated as of September 21, 2006, by and among ESC II, First ESC, DLJ International, DLJMB Funding, DLJMB Partners, DLJ Offshore, Sprout CEO, DLJCC, Sprout Growth, Sprout VII, Sprout IX, Sprout Entrepreneurs, SIPI, Credit Suisse First Boston Private Equity, Inc., CS Sec USA LLC and Wells Fargo Bank, N.A.

Exhibit 2: Lock-up Agreement, dated as of March 9, 2006, pursuant to a letter from Credit Suisse, DLJCC, ESC II, First ESC, DLJ International, DLJMB Funding, DLJMB Partners and DLJ Offshore to the Company, CS Sec USA LLC and Goldman, Sachs & Co.

Exhibit 3: Registration Rights Agreement, dated as of September 27, 2006, by and among DLJMB Partners, L.P., DLJ International, DLJ Offshore, DLJMB Funding, DLJCC, First ESC, ESC II, Sprout Growth, Sprout Capital VII, Sprout IX, Sprout Entrepreneurs, SIPI, Sprout CEO and the Company.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 13, 2006

CREDIT SUISSE, on behalf of the
INVESTMENT BANKING division

By: /s/ Ivy Dodes
Name: Ivy Dodes

SCHEDULE A-1

EXECUTIVE OFFICERS AND DIRECTORS OF THE REPORTING PERSON

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of the Reporting Person. The business address of the Reporting Person is Eleven Madison Avenue, New York, New York 10010.

Name	Business Address	Title	Citizenship
Brady W. Dougan	Eleven Madison Avenue New York, NY 10010 USA	Chief Executive Officer of the Investment Banking Division and Chairman of the Investment Banking Management Committee	United States
Robert Basso	Eleven Madison Avenue New York, NY 10010 USA	Head of the Investment Banking Division Human Resources	United States
Phillip Cushmaro	Eleven Madison Avenue New York, NY 10010 USA	Head of the Investment Banking Division Information Technology	United States
Tony Ehringer	Eleven Madison Avenue New York, NY 10010 USA	Co-Head of Equities	United States
Brian D. Finn	Eleven Madison Avenue New York, NY 10010 USA	Head of Alternative Investments	United States
Marc D. Granetz	Eleven Madison Avenue New York, NY 10010 USA	Co-Head of Investment Banking Department	United States
John S. Harrison	Eleven Madison Avenue New York, NY 10010 USA	Head of Executive Office Administration	United States
James P. Healy	Eleven Madison Avenue New York, NY 10010 USA	Head of Fixed Income	United States
James E. Kreitman	One Cabot Square London E14 4QJ, Great Britain	Co-Head of Equities	United States
Don H. Callahan	Eleven Madison Avenue New York, NY 10010 USA	Head of Client Coverage Strategy	United States
Neil Moskowitz	Eleven Madison Avenue New York, NY 10010 USA	Investment Banking Division Chief Financial Officer and Head of Investment Banking Support	United States
Adebayo O. Ogunlesi	Eleven Madison Avenue New York, NY 10010 USA	Chief Client Officer	Nigeria

Carlos Onis	Eleven Madison Avenue New York, NY 10010 USA	Senior Finance Officer of the Investment Banking Division	United States
Eric M. Varvel	Eleven Madison Avenue New York, NY 10010 USA	Co-Head of the Investment Banking Division	United States
Ken Weiner	Eleven Madison Avenue New York, NY 10010 USA	Head of the Investment Banking Operational Risk Management	United States
Lewis Wirshba	Eleven Madison Avenue New York, NY 10010 USA	Chief Operating Officer, Americas Region	United States
Mark Rufeh	Eleven Madison Avenue New York, NY 10010 USA	Head of Strategy Implementation and Expense Management	United States

SCHEDULE A-2

EXECUTIVE OFFICERS AND DIRECTORS OF CREDIT SUISSE HOLDINGS (USA), INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of Credit Suisse Holdings (USA), Inc. The business address of Credit Suisse Holdings (USA), Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
Brady W. Dougan	Eleven Madison Avenue New York, NY 10010 USA	President, Chief Executive Officer and Board Member	United States
Neil Moskowitz	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
D. Neil Radey	One Madison Avenue New York, NY 10010 USA	Managing Director and General Counsel	United States
Paul J. O'Keefe	Eleven Madison Avenue New York, NY 10010 USA	Chief Financial Officer and Controller	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Mark Rufeh	Eleven Madison Avenue New York, NY 10010 USA	Head of Strategy Implementation and Expense Management	United States
Robert C. O'Brien	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Chief Credit Officer	United States
Carlos Onis	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
D. Wilson Ervin	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Lewis Wirshba	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Eric M. Varvel	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Gary Neuser	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States

James P. Healy	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Marc D. Granetz	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Tony Ehringer	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States

SCHEDULE A-3

EXECUTIVE OFFICERS AND DIRECTORS OF CREDIT SUISSE (USA), INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of Credit Suisse (USA), Inc. The business address of Credit Suisse (USA), Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
Brady W. Dougan	Eleven Madison Avenue New York, NY 10010 USA	President, Chief Executive Officer and Board Member	United States
Neil Moskowitz	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
D. Neil Radey	One Madison Avenue New York, NY 10010 USA	Managing Director and General Counsel	United States
David C. Fisher	Eleven Madison Avenue New York, NY 10010 USA	Chief Financial and Accounting Officer	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Treasurer	United States
Lewis H. Wirshba	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
Carlos Onis	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
Kenneth Weiner	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
Frank J. DeCongelio	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Bank Account Officer	United States
Tony Ehringer	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
D. Wilson Ervin	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
James P. Healy	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States

Adebayo O. Ogunlesi	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	Nigeria
Jeffrey J. Salzman	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Paul J. O'Keefe	Eleven Madison Avenue New York, NY 10010 USA	Chief Financial Officer and Accounting Officer	United States
Robert C. O'Brien	Eleven Madison Avenue New York, NY 10010 USA	Chief Credit Officer	United States
Gary Gluck	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Brian D. Finn	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Marc D. Granetz	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Andrew M. Hutcher	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Grace J. Koo	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Eric M. Varvel	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Kenneth P. Weiner	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Simon D. Yates	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Andrew B. Federbusch	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Luther L. Terry, Jr.	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States

SCHEDULE A-4

EXECUTIVE OFFICERS AND DIRECTORS OF CREDIT SUISSE SECURITIES (USA) LLC

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of Credit Suisse Securities (USA) LLC. The business address of Credit Suisse Securities (USA) LLC is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
Brady W. Dougan	Eleven Madison Avenue New York, NY 10010 USA	President, Chief Executive Officer and Board Member	United States
John A. Ehinger	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
James P. Healy	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
D. Neil Radey	Eleven Madison Avenue New York, NY 10010 USA	General Counsel and Managing Director	United States
Paul J. O'Keefe	Eleven Madison Avenue New York, NY 10010 USA	Chief Financial Officer	United States
Gary Gluck	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Bryan C. Fletcher	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Bank Account Officer	United States

SCHEDULE A-5

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ CAPITAL CORPORATION

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Capital Corporation. The business address of DLJ Capital Corporation is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
Robert Finzi	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Co-Chairman	United States
Janet A. Hickey	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Co-Chairman	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Treasurer	United States
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	President	United States
Ronald Hunt	Eleven Madison Avenue New York, NY 10010 USA	Director	United States
Wayne Nemeth	Eleven Madison Avenue New York, NY 10010 USA	Director	United States
Nicole S. Arnaboldi	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States

SCHEDULE A-6

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ CAPITAL ASSOCIATES IX, INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Capital Associates IX, Inc. The business address of DLJ Capital Associates IX, Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Robert Finzi	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Janet A. Hickey	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States

SCHEDULE A-7

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ CAPITAL ASSOCIATES VII, INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Capital Associates VII, Inc. The business address of DLJ Capital Associates VII, Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Robert Finzi	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States

SCHEDULE A-8

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ GROWTH ASSOCIATES II, INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Growth Associates II, Inc. The business address of DLJ Growth Associates II, Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Robert Finzi	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Janet A. Hickey	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States

SCHEDULE A-9

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ LBO PLANS MANAGEMENT CORPORATION II

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ LBO Plans Management Corporation II. The business address of DLJ LBO Plans Management Corporation II is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Edward A. Poletti	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Senior Vice President	United States
Nicole S. Arnaboldi	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Ivy B. Dodes	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States

SCHEDULE A-10

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ MERCHANT BANKING FUNDING, INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Merchant Banking Funding, Inc. The business address of DLJ Merchant Banking Funding, Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Edward A. Poletti	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Senior Vice President	United States
Nicole S. Arnaboldi	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Steven C. Rattner	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States

SCHEDULE A-11

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ MERCHANT BANKING, INC.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Merchant Banking, Inc. The business address of DLJ Merchant Banking, Inc. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
Steven Rattner	Eleven Madison Avenue New York, NY 10010 USA	Chairman, Managing Director and Board Member	United States
Nicole S. Arnaboldi	Eleven Madison Avenue New York, NY 10010 USA	Managing Director and Board Member	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member	United States
John M. Moriarty, Jr.	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Carlos J. Garcia	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Colin A. Taylor	One Cabot Square London E14 4QJ, Great Britain	Managing Director	United Kingdom
Susan C. Schnabel	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Charles P. Pieper	Eleven Madison Avenue New York, NY 10010 USA	Managing Director	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States
Emidio Morizio	Eleven Madison Avenue New York, NY 10010 USA	Chief Compliance Officer	United States

Ivy B. Dodes	Eleven Madison Avenue New York, NY 10010 USA	Senior Vice President	United States
Edward A. Poletti	Eleven Madison Avenue New York, NY 10010 USA	Senior Vice President	United States
Matthew C. Kelly	Eleven Madison Avenue New York, NY 10010 USA	Senior Vice President	United States
John S. Ficarra	Eleven Madison Avenue New York, NY 10010 USA	Senior Vice President	United States

SCHEDULE A-12

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ LBO PLANS MANAGEMENT CORPORATION

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ LBO Plans Management Corporation. The business address of DLJ LBO Plans Management Corporation is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
George R. Hornig	Eleven Madison Avenue New York, NY 10010 USA	Board Member and President	United States
Ivy B. Dodes	Eleven Madison Avenue New York, NY 10010 USA	Board Member and Vice President	United States
Peter J. Feeney	Eleven Madison Avenue New York, NY 10010 USA	Treasurer	United States
Thomas Prevost	Eleven Madison Avenue New York, NY 10010 USA	Director of Taxes	United States
Emidio Morizio	Eleven Madison Avenue New York, NY 10010 USA	Chief Compliance Officer	United States

SCHEDULE A-13

EXECUTIVE OFFICERS AND DIRECTORS OF DLJ OFFSHORE MANAGEMENT N.V.

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer and director of DLJ Offshore Management N.V. The business address of DLJ Offshore Management N.V. is Eleven Madison Avenue, New York, New York 10010, USA.

Name	Business Address	Title	Citizenship
MeesPierson Trust (Curacao) N.V.	Berg Arrarat 1 Curaçao Netherland Antilles	Managing Director	Netherlands Antilles

Exhibit 1

VOTING TRUST AGREEMENT

Relating to Shares of

COMMVAULT SYSTEMS, INC.

THIS VOTING TRUST AGREEMENT (the "**Agreement**") is made and entered into as of September 21, 2006, by and among Sprout CEO Fund, L.P. ("**Sprout CEO Fund**"), DLJ Capital Corporation ("**DLJ Capital**"), Sprout Growth II, L.P. ("**Sprout Growth II**"), Sprout Capital VII, L.P. ("**Sprout Capital VII**"), Sprout Capital IX, L.P. ("**Sprout Capital IX**"), Sprout Entrepreneurs' Fund, L.P. ("**Sprout Entrepreneurs' Fund**"), Sprout IX Plan Investors, L.P. ("**Sprout IX Plan Investors**"), DLJ Merchant Banking Partners, L.P. ("**DLJ Merchant Banking Partners**"), DLJ International Partners, C.V. ("**DLJ International Partners**"), DLJ Offshore Partners, C.V. ("**DLJ Offshore Partners**"), DLJMB Funding, Inc. ("**DLJMB Funding**"), DLJ First ESC, L.P. ("**DLJ First ESC**") and DLJ ESC II, L.P. ("**DLJ ESC II**" and, together with Sprout CEO Fund, DLJ Capital, Sprout Growth II, Sprout Capital VII, Sprout Capital IX, Sprout Entrepreneurs' Fund, Sprout IX Plan Investors, DLJ Merchant Banking Partners, DLJ International Partners, DLJ Offshore Partners, DLJMB Funding and DLJ First ESC, the "**Stockholders**"), Wells Fargo Bank, N.A., as trustee (together with its successors in such capacity, the "**Trustee**"), Credit Suisse First Boston Private Equity, Inc., a Delaware corporation, and its successors ("**CS Private Equity**") and Credit Suisse Securities (USA) LLC, a Delaware limited liability company, and its successors ("**CS Securities**").

WHEREAS, the parties hereto desire to record their arrangements with respect to shares of common stock, par value $.01 per share ("**Common Stock**"), of CommVault Systems, Inc., a Delaware corporation (the "**Corporation**"), Series A Preferred Stock, par value $.01 per share ("**Series A Preferred Stock**"), of the Corporation, Series B Preferred Stock, par value $.01 per share ("**Series B Preferred Stock**"), of the Corporation, Series C Preferred Stock, par value $.01 per share ("**Series C Preferred Stock**"), of the Corporation, Series D Preferred Stock, par value $.01 per share ("**Series D Preferred Stock**"), of the Corporation, Series E Preferred Stock, par value $.01 per share ("**Series E Preferred Stock**" and, together with the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, the "**Series A - E Preferred Stock**"), of the Corporation, Series AA Preferred Stock, par value $.01 per share ("**Series AA Preferred Stock**"), of the Corporation, Series BB Preferred Stock, par value $.01 per share ("**Series BB Preferred Stock**"), of the Corporation, and Series CC Preferred Stock, par value $.01 per share ("**Series CC Preferred Stock**" and, together with the Series A - E Preferred Stock, Series AA Preferred Stock and Series BB Preferred Stock, the "**Preferred Stock**"), of the Corporation.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Certain Definitions*. In this Agreement:

(a) "**Capital Stock**" of any person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such person, but excluding debt securities convertible into such equity.

(b) "**Common Share**" means a share of Common Stock.

(c) "**Control Affiliate**" means CS Private Equity (as defined above) and any person controlling, controlled by or under common control with, directly or indirectly, CS Private Equity.

(d) "**CS Affiliate**" means any person who is a Control Affiliate, Employee Affiliate or Other Affiliate.

(e) "**CS Parent**" means Credit Suisse (USA) Inc., a Delaware corporation, and its successors.

(f) "**Employee Affiliate**" means any person employed by (or who is the spouse, relative or relative of a spouse, in each case residing in the home of a person employed by) a Control Affiliate.

(g) "**Exchange Act**" means the Securities Exchange Act of 1934.

(h) "**Excluded Capital Stock**" means shares of Capital Stock of the Corporation that any CS Affiliate owns (or has the right to acquire within 60 days) that are not subject to this Agreement.

(i) "**Holder**" means from time to time, any person for whom Shares are held hereunder by the Trustee.

(j) "**Lockup Agreements**" means collectively the agreements between each of the parties to this Agreement (other than the Trustee, CS Private Equity and CS Securities) and CS Securities and Goldman, Sachs & Co., in each case dated on or about January 17, 2006.

(k) "**New Registration Rights Agreement**" means the Registration Rights Agreement, dated on or about September 27, 2006, among the Corporation, each of the Stockholders, Thomas J. Barry, Larry Cormier, Randy Fodero, Robert Freiburghouse, Bob Gailus, N. Robert Hammer, David H. Ireland, Lou Miceli, Tom Miller and Scotty R. Neal.

(l) "**Other Affiliate**" means any person that has a substantial business relationship with a Control Affiliate and which is not itself a Control Affiliate.

(m) "**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

(n) "**Preferred Share**" means a share of Preferred Stock.

(o) "**Securities Act**" means the Securities Act of 1933.

(p) "**Series AA Registration Rights Agreement**" means the Amended and Restated Registration Rights Agreement, dated as of September 2, 2003, entered into by and

among the Corporation and certain of its stockholders, related to shares of Series AA Preferred Stock.

(q) "**Series BB Registration Rights Agreement**" means the Amended and Restated Registration Rights Agreement, dated as of September 2, 2003, entered into by and among the Corporation and certain of its stockholders, related to shares of Series BB Preferred Stock.

(r) "**Series CC Registration Rights Agreement**" means the Amended and Restated Registration Rights Agreement, dated as of September 2, 2003, entered into by and among the Corporation and certain of its stockholders, related to shares of Series CC Preferred Stock.

(s) "**Share**" means a Common Share, Preferred Share or any other Share Equivalent.

(t) "**Share Equivalent**" means at any time any security convertible into, exchangeable for, or carrying the right to acquire Common Stock or subscriptions, warrants, options, rights or other arrangements obligating the Corporation to issue or dispose of any of shares of Common Stock, regardless whether such security is convertible, exchangeable or exercisable at such time.

(u) "**Stockholders Agreement**" means the Amended and Restated Stockholders Agreement dated as of May 22, 2006, among the Corporation, each of the Stockholders, Thomas J. Barry, Larry Cormier, Randy Fodero, Robert Freiburghouse, Bob Gailus, N. Robert Hammer, David H. Ireland, Lou Miceli, Tom Miller and Scotty R. Neal.

(v) "**Voting Stock**" of a person means all classes of Capital Stock of such person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

SECTION 2. *Deposit*

(a) Each of the Stockholders hereby duly assigns and delivers or has caused to be duly assigned and delivered to the Trustee to be held pursuant to this Agreement the number of Shares set forth opposite its name on Schedule A attached hereto (the "**Initial Deposit**"). Upon the request of CS Securities, each of the Stockholders shall assign and deliver such number of Shares from time to time owned by such Stockholder such that, when together with all other Excluded Capital Stock owned by CS Affiliates, the Excluded Capital Stock owned by such Stockholder does not represent five percent (5%) or more in the aggregate of the total voting power of the Voting Stock of the Corporation outstanding at such time. Subject to the provisions of Section 2(b) below, each of the parties to this Agreement (other than the Trustee) shall from time to time deliver or cause to be delivered by entities under its control to the Trustee all Shares owned by any CS Affiliate or acquired by any CS Affiliate such that Excluded Capital Stock owned by CS Affiliates does not represent five percent (5%) or more in the aggregate of the total voting power of the Voting Stock of the Corporation outstanding at such time.

(b) For purposes of determining whether five percent (5%) or more in the aggregate of the total number of shares of the Voting Stock of the Corporation at any time outstanding are owned by CS Affiliates, there shall be excluded, and no deposit of Shares shall be required hereunder as a consequence of, any Shares:

(i) held by CS Securities or any other Control Affiliate that is registered as a broker-dealer under the Exchange Act, if such shares are held in connection with its normal trading activities as a broker-dealer; provided, however, that CS Parent shall cause CS Securities or such other Control Affiliate to agree that it will not vote such shares,

(ii) held by CS Securities or any other Control Affiliate that is a registered broker-dealer under the Exchange Act, if such shares are held in a syndicate or trading account and were acquired by it in its capacity as an underwriter or placement agent, whether in an offering registered under the Securities Act or otherwise; provided, however, that CS Parent shall cause CS Securities or such other Control Affiliate to agree that it will not vote such shares,

(iii) held by CS Securities for the account of any person other than a Control Affiliate or Employee Affiliate or in the name of a customer account, which customer is a person other than a Control Affiliate or Employee Affiliate; provided, however, that CS Securities may vote the shares only when instructed by the beneficial owner thereof or as otherwise permitted under the rules of the primary national securities exchange on which the Shares are listed, if any,

(iv) held in an investment advisory account as to which a Control Affiliate is an investment advisor, the assets of which account are not owned by a Control Affiliate, or

(v) held by an Employee Affiliate other than a person holding the position of Managing Director or above (or performing the comparable function) of CS Securities or any of its subsidiaries or held by an Other Affiliate, unless in either case a contract or other arrangement (other than this Agreement) regarding the voting of such Shares exists between such Employee Affiliate or Other Affiliate and any Control Affiliate.

(c) From time to time after the date hereof, any Holder or any CS Affiliate may deposit additional Shares to be held pursuant to this Agreement by assigning and delivering such Shares to the Trustee.

(d) The Trustee hereby acknowledges that the Shares deposited with the Trustee pursuant to the Initial Deposit are subject to the Lockup Agreements. The Trustee hereby acknowledges and agrees that it shall not transfer the Shares (or any Trust Certificates representing such Shares) deposited with the Trustee pursuant to the Initial Deposit for 100 days after September 21, 2006, including by seeking any waiver of the Lockup Agreements.

SECTION 3. *Transfer on Books of Corporation*. The Trustee shall, to the extent applicable, cause all Shares transferred to or deposited with it in its capacity as Trustee hereunder (such Shares, the "**Trust Shares**") to be registered as transferred to it as Trustee on the books of the Corporation and will issue and deliver by first class mail or overnight courier to each Holder a Voting Trust Certificate (a "**Trust Certificate**") for the number of Shares so transferred to the Trustee.

SECTION 4. *Form*. Trust Certificates shall be in substantially the following form (with such modifications as may be appropriate if the applicable Trust Certificate represents Share Equivalents):

> "THIS VOTING TRUST CERTIFICATE MAY BE TRANSFERRED TO A CS AFFILIATE (AS DEFINED IN THE VOTING TRUST AGREEMENT (AS DEFINED BELOW) AND IS SUBJECT TO TERMS AND CONDITIONS SET FORTH IN THE VOTING TRUST AGREEMENT DATED AS OF SEPTEMBER 21, 2006 (THE **"VOTING TRUST AGREEMENT"**), A COPY OF WHICH HAS BEEN FILED IN THE REGISTERED OFFICE IN THE STATE OF DELAWARE OF COMMVAULT SYSTEMS, INC., A DELAWARE CORPORATION (THE **"CORPORATION"**). SUCH COPY IS OPEN TO INSPECTION DAILY DURING BUSINESS HOURS BY ANY STOCKHOLDER OF THE CORPORATION OR ANY BENEFICIARY OF THE VOTING TRUST CREATED PURSUANT TO SUCH VOTING TRUST AGREEMENT.

CommVault Systems, Inc.

VOTING TRUST CERTIFICATE

Certificate No._____ No. of Shares _____

This certifies that _____ (the "**Holder**") has transferred to the undersigned Trustee the above-stated number of shares of Common Stock, par value $.01 per share, of CommVault Systems, Inc., a Delaware corporation (the "**Corporation**"), to be held by the Trustee pursuant to the terms of the Voting Trust Agreement dated as of September 21, 2006 (the "**Voting Trust Agreement**"), a copy of which agreement has been delivered to the above-named Holder and filed in the registered office of the Corporation in the State of Delaware. The Holder, or his or its registered assigns, will be entitled (i) to receive payments equal to any and all cash dividends collected by the Trustee on the above-stated number of shares, (ii) to receive all other dividends or distributions except to the extent that property received is required to be deposited in the trust created by the Voting Trust Agreement and (iii) to the delivery of a certificate or certificates for that number of shares on the termination of the Voting Trust Agreement, in accordance with its provisions. At all times prior to the termination of the Voting Trust Agreement, the Trustee has the exclusive right to vote the above-stated number of shares, or give written consent, in person or by proxy, at all meetings of stockholders of the Corporation, and in all proceedings in which the vote or consent, written or otherwise, of the holders of securities of the Corporation may be required or authorized by law.

This Voting Trust Certificate is transferable to any CS Affiliate (as defined in the Voting Trust Agreement) on the books maintained by the Trustee at the principal corporate trust office of the Trustee by the Holder hereof, in person or by duly authorized attorney, and upon surrender hereof; and until so transferred the Trustee may treat the registered Holder hereof as the absolute owner hereof for all purposes.

The Holder, by the acceptance of this Voting Trust Certificate, agrees to be bound by all of the provisions of the Voting Trust Agreement as fully as if its terms were set forth in this Voting Trust Certificate.

EXECUTED this ___ day of _____, _____

_____

By: _____

Name: _____

Title: _____

[Form of Assignment for Reverse of Voting Trust Certificate]

For value received, _____ hereby sells, assigns, and transfers unto _____ the within Voting Trust Certificate and all rights and interests represented thereby, and does hereby irrevocably constitute and appoint _____ attorney to transfer such Voting Trust Certificate on the books of the within-named Trustee with full power of substitution in the premises.

Date: _____

Signed: _____*"

[*Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.]

SECTION 5. *Additional Trust Certificates*. Any Holder may at any time deposit with the Trustee additional certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Shares. Any CS Affiliate acquiring Shares may at any time become a Holder by (a) depositing, or causing to be deposited, certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Shares, duly endorsed for transfer, with the Trustee and (b) accepting a Voting Trust Certificate in respect of such Shares.

SECTION 6. *Voting; Powers*.

(a) At all times prior to the termination of the voting trust created herein, the Trustee shall have the exclusive right to vote the Trust Shares, or give written consent, in person or by proxy, at all meetings of stockholders of the Corporation, and in all proceedings in which the vote or consent, written or otherwise, of the holders of Shares may be required or authorized by law.

The Trustee shall vote all Trust Shares in accordance with this Agreement. The Trustee shall have full power and authority, and it is hereby empowered and authorized, to vote the Trust Shares, and to do any and all other things and take any and all other actions as fully as any stockholder of the Corporation might do if personally present at a meeting of the stockholders of the Corporation. To effect the foregoing (and to avoid any potential timing problems that might otherwise be caused if the Trustee were required to wait until all votes are tallied before voting the Trust Shares), the Trustee may give instructions to the Corporation to the effect that the Trust Shares are being voted on such matter "on a pro rata basis proportionate to all other votes actually cast." The Trustee shall vote the Trust Shares on a pro rata basis proportionate to all other votes, other than the Trust Shares, actually cast on the particular matter, except with respect to matters that under current or future Delaware law require approval by a class of outstanding shares of the Corporation, which class includes the Trust Shares, the Trust Shares shall be voted on a pro rata basis proportionate to all other votes of Shares of such class actually cast, other than Trust Shares, actually voting on the particular matter.

(b) The Trustee shall take all necessary action to ensure that the Trust Shares are represented at all stockholder meetings of the Corporation such that the Trust Shares are counted as present for purposes of determining the existence of a quorum at such meeting under the Delaware General Corporation Law and the Corporation's Certificate of Incorporation and By-laws; provided, however, that this clause (b) shall not obligate the Trustee to vote on any matter.

(c) Each Holder agrees that it will not communicate with the Trustee in connection with any proceeding in which the vote or consent of the holders of Shares may be required or authorized by law or otherwise seek to influence the Trustee in the exercise of its right to vote or consent in any such proceedings. Notwithstanding anything herein to the contrary, the Trustee shall vote the Trust Shares (and use its power or right, if any, to designate or remove directors of the Corporation) to prevent the election of more than one CS Affiliate as a director of the Corporation. The duties of the Trustee under this Agreement shall include exercising reasonable effort under this Agreement in a manner that ensures that no CS Affiliate exercises control over the Corporation. CS Private Equity shall promptly provide to the Trustee from time to time, upon request, such information as is reasonably necessary (including certificates or other documents) in order to enable the Trustee to carry out the foregoing obligations; provided that the Trustee shall not be held responsible for identifying a person as a CS Affiliate unless it has actual knowledge that such person is a CS Affiliate.

SECTION 7. *Dividends*. If the Corporation pays or issues dividends or makes other distributions on the Trust Shares, the Trustee shall accept and receive such dividends and distributions. Upon receipt of dividends and distributions the same shall be prorated among the Holders that have a beneficial interest hereunder in the Trust Shares with respect to which such dividend or other distribution was made in accordance with their interests and, subject to the next sentence, the amount shall be distributed promptly pursuant to transfer instructions set forth on Schedule B attached hereto. If the dividend or distribution is in Shares, such Shares shall be held by the Trustee under the voting trust created herein and new Trust Certificates representing the Shares received shall be issued to the applicable Holders. Holders entitled to receive such dividends or distributions, or Trust Certificates in respect thereof, described in this Section 7 shall be those Holders registered as such on the transfer books of the Trustee at the close of business on the day fixed by the Corporation for the taking of a record to determine those holders of its stock entitled to receive such dividends or distributions. In the performance of its duties to deliver cash dividends under this Agreement, the Trustee shall not be obligated to risk its own funds and will not be liable for taxes or other charges related to the delivery of such dividends or distributions.

SECTION 8. *Retention of Registration Rights*. Each Holder, if such Holder is a party to the Series AA Registration Rights Agreement, Series BB Registration Rights Agreement, the Series CC Registration Rights Agreement, the Stockholders Agreement or the New Registration Rights Agreement, retains, after depositing any Shares with the Trustee pursuant to this Agreement, the rights granted to such Holder in any of the above-mentioned agreements to which such Holder is a party, and shall retain the right to agree, in respect of Shares subject to such agreements, to any amendments to such agreements.

SECTION 9. *Termination*. The voting trust created herein shall terminate on the earliest to occur of:

(a) ten years from the date hereof;

(b) the written election of CS Private Equity, CS Securities or the Holders of Trust Certificates representing fifty percent (50%) or more of the Trust Shares represented thereby; provided that (i) if CS Private Equity or CS Securities delivers the written election, CS Private Equity or CS Securities, as applicable, delivers (or such Holders deliver) to the Trustee an opinion of independent nationally recognized counsel who are experts in matters involving the federal securities law, that, immediately after giving effect to such termination, no CS Affiliate should be an affiliate of the Corporation within the meaning of Rule 144 under the Securities Act and (ii) the Trustee shall have received a certificate of an officer of CS Private Equity or CS Securities, as applicable, (on which it may rely conclusively) to the effect that clause (b)(i) has been satisfied, together with a copy of the opinion called for thereby; or

(c) transfer of, or request for, all of the Trust Shares in accordance with Section 10 or 11, as applicable.

Subject to CS Private Equity's delivery of the officer's certificate and the opinion of counsel described in Section 9(b) above, an election pursuant to Section 9(b) shall be effective upon delivery of notice thereof to the Trustee.

Upon the termination of the voting trust herein created, the Holders shall surrender their Trust Certificates to the Trustee, and the Trustee shall deliver by first class mail or overnight courier to the Holders certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Shares, properly endorsed for transfer (to the extent possible), equivalent to the number and type of Shares represented by the respective Trust Certificates surrendered.

SECTION 10. Transfers of Trust Shares.

(a) Except as provided in Sections 9, 11 and 12 and in subsections (a), (b) and (c) of this Section 10, certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Trust Shares may not be delivered to a Holder, a Holder's designee or any other person. A Holder may notify the Trustee in writing that the Holder desires to cause a certificate or certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Trust Shares in which the Holder has a beneficial interest hereunder to be distributed or transferred to any person, including such Holder, only if such transfer is an Eligible Transfer, which is defined as any transfer meeting the requirements set forth in clause (a)(i), (a)(ii) or (a)(iii) below or as otherwise permitted pursuant to clause (c) below or Section 9, 11 or 12. Any person that acquires Trust Shares pursuant to an Eligible Transfer is hereinafter referred to as an "**Eligible Transferee**".

(i) Transfer of Trust Shares to any Control Affiliate or any Employee Affiliate holding the Position of Managing Director or Above. An "**Eligible Transfer**" for purposes of this clause (a)(i) means any distribution or transfer of Trust Shares to any Control Affiliate or any Employee Affiliate holding the

position of Managing Director or above (or performing the comparable function) of any Control Affiliate (including by way of a distribution by a Holder to its limited partners); provided that either (A) (x) a contract or other arrangement (other than this Agreement) regarding the voting of such Trust Shares does not exist between any CS Affiliate and such transferee and (y) immediately after giving effect to such distribution or transfer, CS Affiliates will not own in the aggregate Excluded Capital Stock amounting to 5% or more of the total voting power of the Voting Stock of the Corporation then outstanding or (B) the Trust Shares distributed or transferred to such Control Affiliate or Employee Affiliate shall be subject to this Agreement and shall be automatically deposited with the Trustee in accordance with Section 2. In connection with any distribution or transfer pursuant to this clause (a)(i), CS Private Equity shall deliver a certificate of an officer of CS Private Equity certifying that, immediately after giving effect to such transfer, the conditions of either clause (i)(A) or (i)(B) are satisfied.

(ii) Transfer of Trust Shares to any Employee Affiliate not holding the Position of Managing Director or Above. An "**Eligible Transfer**" for purposes of this clause (a)(ii) means any distribution or transfer of Trust Shares to any Employee Affiliate not holding the position of Managing Director or above of any Control Affiliate (including by way of a distribution by a Holder to its limited partners); provided that (A) a contract or other arrangement (other than this Agreement) regarding the voting of such Trust Shares does not exist between any CS Affiliate and such transferee and (B) any proposed distribution or transfer will not be an Eligible Transfer if, immediately after giving effect to such distribution or transfer, the proposed distributee or transferee, together with its affiliates, would be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act. In connection with any distribution or transfer pursuant to this clause (a)(ii), CS Private Equity shall deliver a certificate of an officer of CS Private Equity certifying that, immediately after giving effect to such transfer, the conditions of clause (a)(ii)(A) and (B) are satisfied.

(iii) Transfer of Trust Shares to Other Affiliates and Third Parties Not Affiliated with CS Private Equity. An "**Eligible Transfer**" for purposes of this clause (a)(iii) means any distribution or transfer of Trust Shares to any Other Affiliate or any third party not affiliated with CS Private Equity (including by way of a distribution by a Holder to its limited partners); provided that (A) a contract or other arrangement (other than this Agreement) regarding the voting of such Trust Shares does not exist between any CS Affiliate and such transferee and (B) any proposed distribution or transfer will not be an Eligible Transfer if, immediately after giving effect to such distribution or transfer, the proposed distributee or transferee, together with its affiliates, would be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act. In connection with any distribution or transfer pursuant to this clause (a)(iii), (x) in the case of a distribution or transfer to an Other Affiliate, CS Private Equity shall deliver a certificate of an officer of CS Private Equity certifying that, immediately after giving effect to such distribution or transfer, the conditions of clause (a)(iii)(A) and (B) are satisfied and (y) in the case of a distribution or transfer to a third party

not affiliated with CS Private Equity, CS Private Equity or such distributee or transferee shall deliver an opinion of independent nationally recognized counsel who are experts in matters involving the federal securities law, that, immediately after giving effect to such transfer, such distributee or transferee, together with its affiliates, should not be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act; provided, however, that in the case of any distribution of Trust Shares under this clause (a)(iii) by any Holder that is a limited partnership (a "**Limited Partnership**") to its limited partners so long as (I) the Limited Partnership has more than 150 limited partners (or, if such Limited Partnership has less than 150 limited partners, such distribution of Trust Shares is made simultaneously with the distribution of Trust Shares by a Holder that is a Limited Partnership that has more than 150 limited partners), (II) the distribution to each limited partner is in proportion to such limited partners' interests in the Limited Partnership, (III) each limited partner, together with its affiliates, will receive Trust Shares representing less than 0.5% of the total voting power of the Voting Stock of the Corporation then outstanding, (IV) the Limited Partnership is distributing all Trust Shares owned by such Limited Partnership and (V) the Limited Partnership will be fully divested of dispositive and voting power over such Trust Shares being distributed after such distribution, CS Private Equity shall deliver a certificate of an officer of CS Private Equity certifying that each of the conditions of this proviso to clause (a)(iii) are satisfied and that, immediately after giving effect to such distribution, CS Private Equity has no reason to believe that any such limited partner, together with its affiliates, should be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act.

(iv) Notwithstanding the foregoing, if a tender offer to purchase all the outstanding shares of Common Stock has been made in accordance Section 14(d) and Regulation 14D of the Exchange Act, then a Holder may notify the Trustee in writing that the Holder desires to cause a certificate or certificates for Trust Shares in which the Holder has a beneficial interest hereunder to be tendered in such tender offer pursuant to the procedures set forth in the applicable Schedule TO (or any successor form). The Trustee shall tender Trust Shares in accordance with such Holder's written instructions; provided that after such Trust Shares have been tendered and prior to consummation of the tender offer, such Trust Shares shall remain subject to this Agreement. If the tender offer is not consummated, such tendered Trust Shares shall be delivered to the Trustee and shall be subject to this Agreement.

(b) The notice delivered pursuant to Section 10(a) shall name such Eligible Transferee and shall state

(i) its mailing address;

(ii) the proposed transfer date (which date shall be not less than five days after the Trustee's receipt of such notice);

(iii) the number and type of Shares to be transferred; and

(iv) the consideration, if any, to be paid by such Eligible Transferee therefor.

The notice to the Trustee shall also contain a representation that such distributee or transferee is an Eligible Transferee and shall be accompanied by a Trust Certificate or Certificates of the Holder, duly endorsed for transfer, representing not less than the number of Shares of the type to be transferred to the Eligible Transferee. On the date specified in such notice, and upon receipt by the Trustee from such Eligible Transferee of the specified consideration, if any, the Trustee shall deliver: (i) to the Eligible Transferee, a certificate (or the equivalent evidence of ownership in the case of Share Equivalents) for the number of Shares of the type specified in such notice, registered in the name of the Trustee and duly endorsed for transfer, and (ii) to the Holder, (A) a Trust Certificate representing a number of Shares, if any, equal to the number of Shares of the type represented by the surrendered Trust Certificate less the number of Shares of the type transferred to such Eligible Transferee, and (B) the consideration, if any, received from such Eligible Transferee. Such consideration shall be distributed promptly to such Holder pursuant to the transfer instructions set forth on Schedule B attached hereto.

(c) A Holder may at any time direct the Trustee by notice in writing to transfer a certificate or certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Shares in which the Holder has a beneficial interest hereunder (i) to an underwriter (including CS Private Equity) in connection with a public offering of the Shares registered under the Securities Act or (ii) in connection with sales made pursuant to Rule 144 (other than subsection (k) thereof) under the Securities Act through a broker-dealer (including CS Private Equity). Such notice shall state (A) the underwriter's or broker dealer's mailing address, (B) the proposed transfer date (which date shall not be less than three days after the Trustee's receipt of such notice), (C) the number and type of Shares to be transferred, and (D) the consideration, if any, to be paid. The notice shall also be accompanied by a certificate of an officer of the Holder certifying that such request is being made solely for sales made in connection with a public offering of the Shares registered under the Securities Act or sales made pursuant to Rule 144 (other than subsection (k) thereof) under the Securities Act and a Trust Certificate or Certificates of the Holder, duly endorsed for transfer, representing not less than the number of Shares of the type to be transferred. The Trustee shall be entitled to conclusively rely upon such certificate. On the date specified in such notice, and upon receipt by the Trustee from such underwriter or such other transferee of the specified consideration, if any, the Trustee shall deliver: (x) to the underwriter or such other transferee, a certificate (or the equivalent evidence of ownership in the case of Share Equivalents) for the number of Shares of the type specified in such notice, registered in the name of the Trustee and duly endorsed for transfer, and (y) to the Holder, a Trust Certificate representing a number of Shares, if any, equal to the number of Shares represented by the surrendered Trust Certificate less the number of Shares transferred to such underwriter or such other transferee, and (z) to the Holder, the consideration, if any, received from such underwriter or such other transferee. Such consideration shall be distributed promptly to the Holder pursuant to the transfer instructions set forth on Schedule B attached hereto.

Notwithstanding the foregoing, if the Holder intends to transfer Shares pursuant to the exercise of the over-allotment option granted to the underwriters in connection with a public

offering of Shares, the transfer date in the notice may be less than five but shall not be less than two days after the Trustee's receipt of such notice; provided that if the transfer date in the notice is less than five days after the Trustee's receipt of the notice, the Trustee shall only be obligated to use its reasonable best efforts to effect the transfer of such Shares by such transfer date.

Nothing in this Section 10 or elsewhere in this Agreement shall prohibit a Holder from transferring Trust Certificates in accordance with the terms of the Trust Certificates.

SECTION 11. *Requests for Shares*. A Holder (hereinafter referred to as a "**Requesting Party**" for the purpose of this Section 11) may request of the Trustee in writing that the Trustee transfer to such Requesting Party a certificate or certificates (or the equivalent evidence of ownership in the case of Share Equivalents) for Shares in which the Requesting Party has a beneficial interest hereunder, which Shares shall not be subject to this Agreement; provided, however, that (a) the Trustee shall not honor such request if immediately after giving effect thereto CS Affiliates will own in the aggregate Excluded Capital Stock amounting to 5% or more of the total voting power of the Voting Stock of the Corporation then outstanding; (b) the Trustee shall not honor such request if immediately after giving effect thereto, the Requesting Party, together with its affiliates, will be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act; and (c) if the Requesting Party is not CS Private Equity, the Trustee shall not honor such request unless CS Private Equity consents in writing to such request. Such written request shall name such Requesting Party and shall state (i) the proposed transfer date (which date shall be not less than five days after the Trustee's receipt of such request) and (ii) the number and type of Shares to be transferred. The notice to the Trustee shall also be accompanied by (A) a Trust Certificate or Certificates of the Requesting Party, duly endorsed for transfer, representing not less than the number of Shares of the type to be transferred to the Requesting Party, (B) a certificate of an officer of CS Private Equity certifying that immediately after giving effect to such request all CS Affiliates will own in the aggregate Excluded Capital Stock amounting to less than 5% of the total voting power of the Voting Stock of the Corporation then outstanding and (C) if the Requesting Party is not a CS Affiliate, an opinion of independent nationally recognized counsel who are experts in matters involving the federal securities law, that, immediately after giving effect to such request, such Requesting Party, together with its affiliates, should not be an affiliate of the Corporation within the meaning of Rule 144 of the Securities Act. The Trustee shall be entitled to conclusively rely upon such certificate or legal opinion. On the date specified in such request, and upon receipt by the Trustee from the Requesting Party of such certificates and legal opinions, as applicable, the Trustee shall deliver to the Requesting Party a certificate (or the equivalent evidence of ownership in the case of Share Equivalents) for the number of Shares of the type specified in such notice, registered in the name of the Trustee and duly endorsed for transfer.

SECTION 12. *Exercise, Conversion, Exchange or Cancellation of Shares*. The Trustee shall, upon written instruction of a Holder, submit to the Corporation for exercise, conversion, exchange or cancellation any Share in which such Holder has a beneficial interest hereunder. Such notice shall state (a) whether such Shares are to be exercised, converted, exchanged or cancelled, (b) the date on which such Shares are to be submitted to the Corporation (which date shall not be less than five days after the Trustee's receipt of such notice), (c) the number and type of Shares to be submitted to the Corporation and (d) the consideration, if any, to be received upon such exercise, conversion, exchange or cancellation from the Corporation.

The notice shall be accompanied by (i) a Trust Certificate or Certificates of the Holder, duly endorsed for transfer, representing not less than the number of Shares of the type to be submitted to the Corporation and (ii) any exercise price or other payment and any agreement, certificate or other documentation required in connection with such exercise, conversion, exchange or cancellation. On the date specified in such notice, and against receipt from the Corporation of the specified consideration, if any, the Trustee shall deliver by first class mail: (A) to the Corporation, (x) a certificate or certificates for the number of Shares of the type specified in such notice, registered in the name of the Trustee and duly endorsed for transfer and (y) any exercise price or other payment and any agreement, certificate or other documentation delivered to the Trustee by such Holder with such notice and (B) to the Holder, (x) a Trust Certificate representing a number of Shares equal to the number of Shares represented by the surrendered Trust Certificate or Certificates less the number of Shares submitted to the Corporation and (y) the consideration, if any, received by the Trustee pursuant to such exercise, conversion, exchange or cancellation; provided that if such consideration includes Shares, such Shares shall be retained and held by the Trustee pursuant to this Agreement and new Trust Certificates representing such Shares shall be issued to such Holder.

SECTION 13. *Increase or Decrease in Number of Shares*. In the event of an increase in the number of Shares by virtue of a stock split or the decrease in the number of Shares because of a contraction of Shares or a change in the number of outstanding Shares as a result of some other recapitalization in which the Corporation receives no consideration for the issuance of the additional or reduced number of Shares, the new additional or changed number of Shares shall be held by the Trustee and new Trust Certificates representing the appropriate changed number of Shares shall be issued to Holders upon surrender of the then existing Trust Certificates.

SECTION 14. *Successor Trustee*. There shall initially be one Trustee of the voting trust created herein. Upon the liquidation, dissolution, winding-up, suspension, incapacity, resignation or removal (in accordance with Section 15 below) of the initial Trustee, CS Private Equity or the Holders of Trust Certificates representing fifty percent (50%) or more of the Trust Shares shall appoint a successor Trustee; provided, however, that such successor Trustee may not be a CS Affiliate. In the event a successor Trustee shall not have been appointed within 30 days of such removal, the Trustee may petition a court of competent jurisdiction to appoint such a successor. In the event that the Trustee consolidates with, merges with or converts into, or transfers all or substantially all of its corporate trust assets to, another corporation that is a bank or trust company, the surviving or transferee corporation (unless it is a CS Affiliate) may become the successor Trustee upon notice to the signatories hereto but without further action by the signatories or any Holder.

SECTION 15. *Removal / Resignation of Trustee*.

(a) A Trustee may be removed by CS Private Equity, CS Securities or the Holders of Trust Certificates representing fifty percent (50%) or more of the Trust Shares:

(i) if it is determined by a court of competent jurisdiction that either (A) the Trustee has willfully and materially violated the terms of the trust created

herein, or (B) the Trustee has been guilty of malfeasance, misfeasance or dereliction of duty hereunder;

(ii) if the Trustee shall have commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall have consented to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall have made a general assignment for the benefit of creditors, or shall have failed generally to pay its debts as they become due, or shall have taken any corporate action to authorize any of the foregoing; or

(iii) if an involuntary case or other proceeding shall have been commenced against the Trustee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall have remained undismissed and unstayed for a period of 60 days; or an order for relief shall have been entered against the Trustee under the federal bankruptcy laws as now or hereafter in effect.

(b) If CS Private Equity, CS Securities or the Holders of Trust Certificates representing fifty percent (50%) or more of the Trust Shares then deposited hereunder determine that a basis exists for removal of the Trustee under Section 15(a) above, they shall deliver written notice of such determination to the Trustee stating the basis for such removal.

(c) The Trustee may resign its position as such (i) upon ten days' written notice to CS Private Equity and CS Securities, but only if a successor Trustee, appointed as provided for in Section 14 above, has agreed to serve as such effective upon the effectiveness of the resignation of the Trustee then acting, or (ii) in any event upon thirty days' written notice to CS Private Equity and CS Securities.

SECTION 16. *Trustee May Own Shares*. Nothing in this Agreement shall prevent the Trustee from owning Shares or options to purchase Shares in its individual capacity or in any capacity other than as Trustee hereunder or for any CS Affiliate.

SECTION 17. *Trustee Not an Affiliate*. The Trustee represents that it is a bank or trust company that is not a CS Affiliate.

SECTION 18. *Compensation; Expenses*. Reasonable expenses lawfully incurred in the administration of the Trustee's duties hereunder shall be reimbursed to it by CS Securities on behalf of the Holders. During the period of its services hereunder, the Trustee shall receive a fee from CS Securities as follows: (i) an initial fee of $4,500, and (ii) thereafter, during the

period of its services hereunder, a fee of $3,000 per annum payable quarterly in arrears. The provisions of this Section 18 shall survive the termination of this Agreement.

SECTION 19. *Merger, Etc*. Upon any merger, consolidation, reorganization or dissolution of the Corporation or the sale of all or substantially all of the assets of the Corporation pursuant to which shares of capital stock or other voting securities of another corporation are to be issued in payment or exchange for or upon conversion of Shares and other voting securities, the shares of said other corporation shall automatically be and become subject to the terms of this Agreement and be held by the Trustee hereunder in the same manner and upon the same terms as the Trust Shares, and in such event the Trustee shall issue to the Holders that have deposited Shares with the Trustee new Trust Certificates in lieu of the old Trust Certificates for the appropriate number of shares and other voting securities of such other corporation.

At the request of any Holder, the Trustee may transfer, sell or exchange or join with the Holder in such transfer, sale or exchange of Shares and other voting securities in exchange for shares of another corporation, and in said event the shares and other voting securities of the other corporation received by the transferor shall be and become subject to this Agreement and be held by the Trustee hereunder in the same manner as the Trust Shares.

SECTION 20. *Notices*. All notices, reports, statements and other communications directed to the Trustee from the Corporation, other than communications pertaining solely to the voting of the Trust Shares, shall be forwarded promptly by the Trustee to CS Private Equity, CS Securities and each Holder. All notices, notices of election and other communications required herein shall be given in writing by overnight courier, telegram or facsimile transmission and shall be addressed, or sent, to the appropriate addresses as set forth beneath the signature of each party hereto (and if to the Corporation, to 2 Crescent Place, Oceanport, NJ 07757-0900), or at such other address as to which notice is given in accordance with this Section 20.

SECTION 21. *Indemnity, Etc*. The Trustee shall be indemnified by CS Securities from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claims whatsoever) (the "**Indemnified Claims**") arising out of or based upon this Agreement or the actions or failures to act of the Trustee hereunder or thereunder, except to the extent such loss, liability, claim, damage or expense is caused by or results from the Trustee's negligence or willful misconduct (as determined by a final and unappealable order of a court of competent jurisdiction). CS Securities agrees on behalf of the Holders that it will indemnify and hold harmless the Trustee from and against any Indemnified Claims. CS Securities' obligation hereunder shall survive the transfer of all or any portions of its respective shares and interests, the termination of the voting trust created herein, or the resignation or removal of the Trustee.

The Trustee shall be entitled to the prompt reimbursement for its out-of-pocket expenses (including reasonable attorneys' fees and expenses) incurred in investigating, preparing or defending against any litigation, commenced or threatened, arising out of or based upon this Agreement, or the actions or failures to act of the Trustee hereunder or thereunder, without regard to the outcome of such litigation; provided, however, that the Trustee shall be obligated to

return any such reimbursement if it is subsequently determined by a final and unappealable order of a court of competent jurisdiction that the Trustee was negligent or engaged in willful misconduct in the matter in question.

If a claim under this Section 21 is not paid in full within 30 days after a written claim has been submitted by the Trustee, the Trustee may at any time thereafter bring suit to recover the unpaid amount of the claim and, if successful in whole or in part, the Trustee shall be entitled to be paid also the expense of prosecuting such claims.

The Trustee is authorized and empowered to construe this Agreement and its construction of the same, made in good faith, shall be final, conclusive, and binding upon all Holders and all other parties interested. The Trustee may, in its discretion, consult with counsel to be selected and employed by it, and the reasonable fees and expenses of such counsel shall be an expense for which the Trustee is entitled to indemnity hereunder.

The Trustee hereby accepts the trust created hereby and agrees to carry out the terms and provisions hereof, but assumes no responsibility for the management of the Corporation or for any action taken by it, by any person elected as a director of the Corporation or by the Corporation pursuant to any vote cast or consent given by the Trustee. The Trustee, whether or not acting upon the advice of counsel, shall incur no liability because of any error of law or fact, mistake of judgment or any matter or thing done or omitted under this Agreement, except its own negligence or willful misconduct. Anything done or suffered in good faith by the Trustee in accordance with the advice of counsel chosen as indicated above shall be conclusive in favor of the Trustee against the Holders and any other interested party.

The Trustee shall not be liable in any event for acts or defaults of any other trustee or trustees (under this or any other voting trust of the Corporation's securities) or for acts or defaults of any employee, agent, proxy or attorney-in-fact of any other trustee or trustees. The Trustee shall be protected and free from liability in acting upon any notice, request, consent, certificate, declaration, guarantee, affidavit or other paper or document or signature reasonably believed by it to be genuine and to have been signed by the proper party or parties or by the party or parties purporting to have signed the same.

No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 22. *Certain Calculations*

(a) For all purposes of this Agreement, in determining whether CS Affiliates will own in the aggregate Capital Stock of the Corporation amounting to 5% or more of the total voting power of the Voting Stock of the Corporation then outstanding, (i) shares of Voting Stock underlying Share Equivalents owned by a CS Affiliate shall be deemed to be outstanding and owned by such CS Affiliate and (ii) Shares held pursuant to this Agreement shall be excluded.

(b) For purposes of Sections 10, 11, 14, 15, 18 and 21, a Holder owning a Trust Certificate representing Share Equivalents shall, in respect of such ownership, be deemed to be the Holder of a Trust Certificate representing the number of shares of Common Stock that the Trustee, acting on behalf of such Holder, may acquire, whether by exercise, conversion, subscription or otherwise, pursuant to or by reason of ownership of such Shares.

SECTION 23. *Further Assurances*. Each of the parties to this Agreement will execute any and all further documents, agreements and instruments, and take all such further actions (including the filing and recording of any other documents), which may be required under any applicable law, or which the Trustee may reasonably request, to give effect to the Initial Deposit, any deposit of Shares after the Initial Deposit, the registration of such Trust Shares as transferred to the trust created herein, the termination of the trust created herein pursuant to Section 9 of this Agreement and any transfer of Trust Shares or Shares pursuant to Section 10 or 11 of this Agreement.

SECTION 24. *Counterparts*. This Agreement may be executed in multiple counterparts all of which counterparts together shall constitute one agreement. Upon execution of this Agreement and the establishment of the voting trust created herein, the Trustee shall cause a copy of this Agreement to be filed in the registered office of the Corporation in the State of Delaware and the Agreement shall be open to inspection in the manner provided for inspection under the laws of the State of Delaware.

SECTION 25. *Choice of Law*. This Agreement is intended by the parties to be a voting trust agreement under Section 218 of the General Corporation Law of the State of Delaware and shall be governed and construed in accordance with the laws of the State of Delaware except that the Trustee's rights and obligations shall be governed and construed in accordance with the laws of the State of New York.

SECTION 26. *Bond.* The Trustee shall not be required to provide any bond to secure the performance of its duties hereunder.

SECTION 27. *Reliance*. CS Private Equity and each Holder acknowledges that CS Private Equity and CS Securities will rely on this Agreement in complying with the federal securities laws. The Trustee acknowledges that CS Private Equity and CS Securities will rely on the Trustee abiding by the terms of this Agreement, including, without limitation, that (x) the Trustee will exercise independent judgment in voting the shares and will not consult with any CS Affiliate regarding the voting of such shares and (y) the Trustee will not consent to any amendment or waiver of this Agreement prohibited by Section 28 hereof whether or not such amendment or waiver is approved by each of the parties hereto and all of the Holders.

SECTION 28. *Amendments and Waivers*. This Agreement may not be amended or waived in any material respect unless CS Securities shall have delivered to the Trustee an opinion of independent nationally recognized counsel who are experts in matters involving the federal securities law, that, immediately after such amendment or waiver, CS Securities, together with its affiliates, should not be an "affiliate" of the Corporation within the meaning of Rule 144 under the Securities Act. Subject to the foregoing, this Agreement may be amended with the written consent of the Trustee, the Corporation, CS Private Equity, CS Securities and the Holders

of Trust Certificates representing the beneficial interest in fifty percent (50%) or more of the Shares then deposited hereunder, and if so amended then this Agreement (as so amended) shall bind all of the parties hereto and all of the Holders.

SECTION 29. *Benefits and Assignment*. Nothing in this Agreement, expressed or implied, shall give or be construed to give any person, other than the Corporation and the parties hereto and their successors and assigns, any legal claim under any covenant, condition or provision hereof, all the covenants, conditions and provisions contained in this Agreement being for the sole benefit of the Corporation and the parties hereto and their successors and assigns. No party may assign any of its rights or obligations under this Agreement without the written consent of all the other parties (except as provided in Section 14), which consent may be withheld in the sole discretion of the party whose consent is sought.

SECTION 30. *Severability*. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

EXECUTED as of the date and year first above written.

WELLS FARGO BANK, NA., as Trustee,

By: /s/ Katie O'Brien Mathis
Name: Katie O'Brien Mathis
Title: Assistant Vice President
Address: 6th St. & Marquette Avenue
MAC N9303-110
Minneapolis, MN 55479
Attention: Katie O'Brien Mathis
Telephone: 612-316-0528
Facsimile: 612-667-2149

CREDIT SUISSE FIRST BOSTON PRIVATE EQUITY, INC.

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

CREDIT SUISSE SECURITIES (USA) LLC,

By: /s/ John Metz
Name: John Metz
Title: Managing Director
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT CEO FUND, L.P.,

By: DLJ Capital Corporation
Its: General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ CAPIAL CORPORATION,

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT GROWTH II, L.P.,

By: DLJ Capital Corporation
Its: Managing General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT CAPITAL VII, L.P.,

By: DLJ Capital Corporation
Its: Managing General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT CAPITAL IX, L.P.,

By: DLJ Capital Corporation
Its: Managing General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT ENTREPRENEURS' FUND, L.P.,

By: DLJ Capital Corporation
Its: General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Vice President
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SPROUT IX PLAN INVESTORS, L.P.,

By: DLJ LBO Plans Management Corp. II
Its: General Partner

By: /s/ Amy M. Yeung
Name: Amy M. Yeung
Title: Attorney-In-Fact
Address: c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ MERCHANG BANKING PARTNERS, L.P.,

By: DLJ Merchant Banking, Inc.
Its: Managing General Partner

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ INTERNATIONAL PARTNERS, C.V.,

By: DLJ Merchant Banking, Inc.
Its: Advisory General Partner

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ OFFSHORE PARTNERS, C.V.,

By: DLJ Merchant Banking, Inc.
Its: Advisory General Partner

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ MERCHANT BANKING FUNDING, INC.

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ FIRST ESC, L.P.,

By: DLJ LBO Plans Management Corporation
Its: Managing General Partner

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

DLJ ESC II, L.P.,

By: DLJ LBO Plans Management Corporation
Its: General Partner

By: /s/ Kenneth Lohsen
Name: Kenneth Lohsen
Title: Vice President
Address: 11 Madison Avenue
New York, NY 10010
Attention:
Telephone: (212) 325-2000
Facsimile:

SCHEDULE A

Initial Deposit

	Common Stock
Sprout CEO Fund, L.P.	26,551
DLJ Capital Corporation	384,484
Sprout Growth II, L.P.	1,871,474
Sprout Capital VII, L.P.	2,289,099
Sprout Capital IX, L.P.	1,566,741
Sprout Entrepreneurs' Fund, L.P.	6,175
Sprout IX Plan Investors, L.P.	72,353
DLJ Merchant Banking Partners, L.P.	3,843,151
DLJ International Partners, C.V.	1,881,758
DLJ Offshore Partners, C.V.	100,488
DLJMB Funding, Inc.	1,510,519
DLJ First ESC, L.P.	1,014,235
DLJ ESC II, L.P.	10,832

SCHEDULE B

TRANSFER INSTRUCTIONS

SPROUT CEO FUND, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

DLJ CAPITAL CORPORATION

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

SPROUT GROWTH II, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

SPROUT CAPITAL VII, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

SPROUT CAPITAL IX, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

SPROUT ENTREPRENEURS' FUND, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

SPROUT IX PLAN INVESTORS, L.P.

All payments shall be made by check mailed to:

Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Amy M. Yeung

DLJ MERCHANT BANKING PARTNERS, L.P.

All payments shall be made by check mailed to:

DLJ Merchant Banking Partners, L.P.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

DLJ INTERNATIONAL PARTNERS, C.V.

All payments shall be made by check mailed to:

DLJ International Partners, C.V.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

DLJ OFFSHORE PARTNERS, C.V.

All payments shall be made by check mailed to:

DLJ Offshore Partners, C.V.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

DLJMB FUNDING, INC.

All payments shall be made by check mailed to:

DLJMB Funding, Inc.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

DLJ FIRST ESC, L.P.

All payments shall be made by check mailed to:

DLJ First ESC, L.P.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

DLJ ESC II, L.P.

All payments shall be made by check mailed to:

DLJ ESC II., L.P.
11 Madison Avenue
13th Floor
New York, NY 10010
Attention: Kenneth Lohsen

Exhibit 2

March 9, 2006

Commvault Systems, Inc.
2 Crescent Place
P.O. Box 900
Oceanport, N.J. 07757-0900

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, N.Y. 10010-3629

Goldman, Sachs & Co.
85 Broad Street
New York, N.Y. 10004

Dear Sirs:

As an inducement to the Underwriters to execute the Underwriting Agreement, pursuant to which an offering will be made that is intended to result in the establishment of a public market for Common Stock (the "**Securities**") of CommVault Systems, Inc., and any successor (by merger or otherwise) thereto, (the "**Company**")**,** the undersigned hereby agrees that from the date hereof and until and including 180 days after the public offering date (the "**Public Offering Date**") set forth on the final prospectus used to sell the Securities (the "**Full Lock-up Period**") pursuant to the Underwriting Agreement, to which you are or expect to become parties, the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Securities or securities convertible into or exchangeable or exercisable for any shares of Securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such aforementioned transaction is to be settled by delivery of the Securities or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co.

Notwithstanding the foregoing, if the reported last sale price per share of the Securities on The Nasdaq Stock Market's National Market is at least 50% greater than the initial public offering price per share for 20 of the 30 trading days ending on the last trading day before the 100th day after the Public Offering Date (the period from the Public Offering Date to the 100th day thereafter, the "**Initial Lockup Period**"), then the number of shares of Securities equal to 20% of the shares of Securities subject to this Agreement on the Public Offering Date will be released (such release, the "**Early Release**") from the restrictions of this Agreement on the 101st day after the Public Offering Date; provided that, the undersigned hereby agrees, after receiving notice from the Company specifying the last day of the Initial Lockup Period pursuant to the following paragraph, to give Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co. written notice three business days prior to taking any of the actions set forth in the first paragraph of this Agreement pursuant to such Early Release.

Notwithstanding anything contained herein to the contrary, if (i) during the last 17 days of the Initial Lockup Period the Company releases earnings results or (ii) prior to the expiration of the Initial Lockup Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Initial Lockup Period, then, in each case, the Initial Lockup Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results, unless Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co. waive, in writing, such extension.

Furthermore, notwithstanding anything contained herein to the contrary, if (i) during the last 17 days of the Full Lock-up Period the Company releases earnings results or (ii) prior to the expiration of the Full Lockup Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Full Lock-up Period, then, in the case of clauses (i) and (ii), the Full Lock-up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results, unless Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co. waive, in writing, such extension.

The undersigned hereby acknowledges and agrees that written notice of any extension of the Initial Lock-up Period or Full Lockup Period pursuant to the previous two paragraphs will be delivered by Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co. to the Company (in accordance with the Section of the Underwriting Agreement titled "Notices") and that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned. The undersigned further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Agreement during the period from the date of this Agreement to and including the 34th day following the expiration of (i) the Initial Lockup Period (with respect to the Securities subject to Early Release) and (ii) the Full Lock-up Period (with respect to all Securities or securities convertible into or exchangeable or exercisable for Securities subject to this Agreement other than those subject to Early Release), it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written notice from the Company that the Initial Lockup Period (as may have been extended pursuant to the third paragraph of this Agreement) or the Full Lockup Period (as may have been extended pursuant to the fourth paragraph of this Agreement), as applicable, has expired.

The (1) exercise of options granted to the undersigned, (2) conversion, on the Public Offering Date, of shares of the Series A, B, C, D, E, AA, BB or CC Preferred Stock of the Company outstanding as of the date of this Agreement (or received by the undersigned pursuant to the undersigned's exercise of preemptive rights) and owned by the undersigned into Securities or (3) delivery or receipt by the undersigned of any Securities to give effect to a reverse stock split approved by the board of directors of the Company and disclosed in the final prospectus used to sell the Securities, in each case, will not be prohibited by this Agreement; provided that, any Securities or securities convertible into or exchangeable or exercisable for Securities received by the undersigned upon such exercise of options, such conversion of shares of Series A, B, C, D, E, AA, BB or CC Preferred Stock or such effectuation of a reverse stock split, will be subject to this Agreement. Furthermore, as of the date of this Agreement, shares of the Series A, B, C, D and E Preferred Stock of the Company, upon conversion, entitle the holders thereof to a cash payment of $14.85 per share and the payment of all accrued and unpaid dividends (such

cash payment per share and accrued dividends together, the "**Cash Amount**"). Securities or securities convertible into or exchangeable or exercisable for Securities paid or delivered to the undersigned in partial or full satisfaction of the Cash Amount will be subject to this Agreement. Any Securities acquired by the undersigned in the open market or in any issuer directed share program will not be subject to this Agreement. A transfer of Securities to a family member, trust or charitable organization may be made, provided the transferee agrees to be bound in writing by the terms of this Agreement; provided further, that any Securities so transferred will be subject to this Agreement for the Full Lockup Period.

In addition, the undersigned agrees that, without the prior written consent of Credit Suisse Securities (USA) LLC and Goldman, Sachs & Co., it will not, during the Full Lock-up Period, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of Securities if such transfer would constitute a violation or breach of this Agreement.

This Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Agreement shall lapse and become null and void if the Public Offering Date shall not have occurred on or before December 31, 2006.

Very truly yours,

DLJ CAPITAL CORPORATION

By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

DLJ ESC II, L.P.

By: DLJ LBO Plans Management Corporation
Its: General Partner
By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

DLJ FIRST ESC, L.P.

By: DLJ LBO Plans Management Corporation
Its: General Partner
By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

DLJ INTERNATIONAL PARTNERS, C.V.

By: DLJ Merchant Banking, Inc.
Its: Advisory General Partner
By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Senior Vice President

DLJ MERCHANT BANKING FUNDING, INC.

By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

DLJ MERCHANT BANKING PARTNERS, L.P.

By: DLJ Merchant Banking, Inc.
Its: Managing General Partner
By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

DLJ OFFSHORE PARTNERS, C.V.

By: DLJ Merchant Banking, Inc.
Its: Advisory General Partner
By: /s/ Ivy Dodes
Name:Ivy Dodes
Title: Vice President

Exhibit 3

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of September 27, 2006 (this "Agreement"), is by and among DLJ Merchant Banking Partners, L.P., DLJ International Partners, C.V., DLJ Offshore Partners, C.V., DLJ Merchant Banking Funding, Inc., DLJ Capital Corporation, DLJ First ESC, L.P., DLJ ESC II, L.P., Sprout Growth II, L.P., Sprout Capital VII, L.P., Sprout Capital IX, L.P., Sprout Entrepreneurs' Fund, L.P., Sprout IX Plan Investors, L.P., Sprout CEO Fund L.P. (each of the foregoing, collectively, the "DLJ Entities"), N. Robert Hammer and Lou Miceli (each of the foregoing, including the DLJ Entities, an "Investor" and collectively, the "Investors") and CommVault Systems, Inc., a Delaware corporation (the "Company").

WHEREAS, the parties hereto previously entered into a Stockholders' Agreement, dated as of May 22, 1996, as amended by the First Amendment thereto, dated July 23, 1998, the Second Amendment thereto, dated November 6, 2000, the Third Amendment thereto, dated February 14, 2002, the Fourth Amendment thereto, dated September 2, 2003, and the Fifth Amendment thereto, dated May 22, 2006 (as so amended, the "Original Agreement");

WHEREAS, the parties hereto desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, in compliance with Section 6.4(a) of the Original Agreement, this Agreement has been approved by the Board of Directors of the Company and the signatories hereto represent holders of at least 85% of the Fully Diluted Common Stock (as defined below) held by parties to the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows:

Section 1. Certain Definitions. In this Agreement the following terms shall have the following respective meanings:

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common Stock" shall mean shares of Common Stock, par value $0.01 per share, of the Company.

"Demand Registration" shall have the meaning ascribed to it in Section 2(a) of this Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Fully Diluted" shall mean, with respect to the Common Stock and without duplication, all outstanding shares and all shares issuable in respect of stock convertible into or exchangeable for Common Stock, stock appreciation rights or options, warrants and other irrevocable rights to purchase or subscribe for Common Stock or stock convertible into or exchangeable for Common Stock and any Person shall be deemed to own such number of Fully Diluted shares of Common Stock as such Person beneficially owns or has the right to acquire from any other Person (including the Company).

"Holders" shall mean the Investors, (ii) each Person holding Registrable Stock as a result of a transfer or assignment to that Person of Registrable Stock other than pursuant to an effective registration statement or Rule 144 under the Securities Act and (iii) Persons holding Registrable Stock as of the date hereof and any permitted transferees hereunder.

"Indemnified Party" shall have the meaning ascribed to it in Section 7(c) of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to it in Section 7(c) of this Agreement.

"Initiating Holders" shall mean any one or more of the DLJ Entities that in the aggregate hold not less than 10% of the Common Stock then outstanding.

"Other Investors" shall mean N. Robert Hammer and Lou Miceli, collectively.

"Person" shall mean an individual, corporation, partnership, estate, trust, association, private foundation, joint stock company or other entity.

"Piggyback Notice" shall have the meaning ascribed to it in Section 3(a) of this Agreement.

"Piggyback Registration" shall have the meaning ascribed to it in Section 3(a) of this Agreement.

"Preferred Stock" shall mean the Company's Series A Preferred Stock, par value $0.01 per share, Series B Preferred Stock, par value $0.01 per share, Series C Preferred Stock, par value $0.01 per share, Series D Preferred Stock, par value $0.01 per share, and Series E Preferred Stock, par value $0.01 per share.

The terms "Register," "Registered" and "Registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act providing for the sale by the Holders of Registrable Stock in accordance with the method or methods of distribution designated by the Holders, and the declaration or ordering of the effectiveness of such registration statement by the Commission.

"Registrable Stock" shall mean (i) Common Stock received upon conversion of Preferred Stock, (ii) Common Stock outstanding and owned by the Investors as of the date hereof and (ii) Common Stock issued to the Investors as a dividend or other distribution. Shares of Common Stock shall cease to be

Registrable Stock upon the earliest of (i) the date on which such shares are sold pursuant to a registration statement related thereto, (ii) the date on which such shares are sold pursuant to Rule 144 and (iii) the date on which, in the reasonable opinion of counsel to the Company, such shares may be sold in accordance with Rule 144(k).

"Registration Request" shall have the meaning ascribed to it in Section 2(a) of this Agreement.

"Rule 144" shall mean Rule 144 promulgated by the Commission under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Series AA Holders" shall mean each holder of piggy-back rights granted under the Amended and Restated Registration Rights Agreement, dated as of September 2, 2003, relating to shares of the Company's Series AA Preferred Stock.

"Series CC Holders" shall mean each holder of piggy-back rights granted under the Amended and Restated Registration Rights Agreement, dated as of September 2, 2003, relating to shares of the Company's Series CC Preferred Stock.

"Suspension Right" shall have the meaning ascribed to it in Section 2(a) of this Agreement.

"S-3 Suspension Right" shall have the meaning ascribed to it in Section 4(a) of this Agreement.

Section 2. Demand Registration.

(a) Upon receipt of a written request (a "Registration Request") from Initiating Holders with respect to Registrable Stock representing at least 25% of such Initiating Holders' Registrable Stock (or any lesser percentage having a reasonably anticipated aggregate offering price to the public of $2,000,000)(a "Demand Registration"), the Company shall (i) promptly give notice of the Registration Request to all non-requesting Holders and (ii) prepare and file with the Commission promptly, but in any event within (x) 90 days after its receipt of such Registration Request if the Company had not conducted an underwritten public offering of the Common Stock before such time and (y) 45 days after its receipt of such Registration Request if the Company had conducted an underwritten public offering of the Common Stock before such time, a registration statement for the purpose of effecting a Registration of the sale of all Registrable Stock requested to be Registered by the requesting Holders and any other Holder who requests to have his Registrable Stock included in such registration statement within ten days after receipt of notice by such Holder of the Registration Request. The Company shall use commercially reasonable efforts to effect such Registration as soon as practicable (including, without limitation, the execution of an undertaking to file post-effective amendments and appropriate qualification under applicable state securities laws); and shall keep such Registration continuously effective until the earlier of (i) the second anniversary of the date that shares of Registrable Stock are first sold pursuant to such Registration, (ii) the date on which all shares of Registrable Stock have been sold pursuant to such registration statement or Rule 144 and (iii) the date on which, in the reasonable opinion of counsel to the Company, all of the Registrable Stock may be sold in accordance with Rule 144(k); provided, however, that the Company shall not be obligated to take any action to effect any such Registration, qualification or compliance pursuant

to this Section 2 (i) in any particular jurisdiction in which the Company would become subject to taxation or would be required to execute a general consent to service of process in effecting such Registration, qualification or compliance unless the Company is already subject to taxation or service in such jurisdiction or (ii) during the period starting with the date 60 days prior to the Company's good faith estimate of the date of filing of, and ending on a date 180 days after the effective date of, a Company-initiated registration.

Notwithstanding the foregoing, the Company shall have the right (the "Suspension Right") to defer such filing (or suspend sales under any filed registration statement or defer the updating of any filed registration statement and suspend sales thereunder) at any time or from time to time, for a period of not more than 90 days during any period of 365 days, if the Company shall furnish to the Holders a certificate signed by an executive officer or any trustee of the Company stating that, in the good faith judgment of the Company, it would be detrimental to the Company and its shareholders to file such registration statement or amendment thereto at such time (or continue sales under a filed registration statement) and therefore the Company has elected to defer the filing of such registration statement (or suspend sales under a filed registration statement).

(b) If a Demand Registration is an underwritten Demand Registration with other holders requesting to include their securities pursuant to other piggy back rights and the managing underwriters advise the Company in writing that, in their opinion, the number of securities to be included in such registration exceeds the number that can be sold in an orderly manner in such offering within a price range acceptable to the Holders, the Company will include securities in such registration in the following order of priority:

(i) first, the Registrable Stock requested to be included in such registration by the Holders exercising rights pursuant to Section 2(a) and any securities requested to be included therein by the Series AA Holders or the Series CC Holders, pro rata among all such holders based upon the number of shares of such securities requested for inclusion in such registration by each such holder;

(ii) second, any securities requested to be included therein by any other holders pursuant to such holders' piggyback rights, if any, pro rata based upon the number of shares of such securities requested for inclusion in such registration by each such holder; and

(iii) third, the Common Stock proposed to be registered by the Company, if any.

(c) The Company shall not be required to effect more than two Registrations pursuant to this Section 2.

Section 3. Piggyback Registrations.

(a) As long as the Holders hold any Registrable Stock, if the Company proposes to register any of its common equity securities or any securities convertible into its common equity securities under the Securities Act (other than pursuant to (i) a registration on Form S-4 or any successor form, or (ii) an offering of securities in connection with an employee

benefit, share dividend, share ownership or dividend reinvestment plan) and the registration form to be used may be used for the registration of Registrable Stock, the Company shall give prompt written notice to all Holders of its intention to effect such a registration (each a "Piggyback Notice") and, subject to subparagraph 3(c) below, the Company shall include in such registration all Registrable Stock with respect to which the Company has received written requests for inclusion therein within ten days after the date of receipt of the Piggyback Notice (a "Piggyback Registration"), unless, in the case of an underwritten Piggyback Registration, the managing underwriters advise the Company in writing that in their opinion, the inclusion of Registrable Stock would adversely interfere with such offering. Nothing herein shall affect the right of the Company to withdraw any such registration in its sole discretion.

(b) If a Piggyback Registration is a primary underwritten registration and the managing underwriters advise the Company in writing that, in their opinion, the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner within a price range acceptable to the Company, the Company will include securities in such registration in the following order of priority:

(i) first, the Common Stock proposed to be registered by the Company;

(ii) second, the securities requested to be included in such registration by the Series AA Holders and the Series CC Holders, if any, pro rata among all such holders based on the number of shares of such securities requested for inclusion in such registration by each such holder; and

(iii) third, the Registrable Stock requested to be included in such registration among the Holders of Registrable Stock requesting such registration and any securities requested to be included therein by any other holder pursuant to such holder's piggyback rights, if any, pro rata based upon the number of shares of Registrable Stock and other securities requested for inclusion in such registration by each such Holder or holder.

(c) If a Piggyback Registration is a secondary registration on behalf of holders of the Company's securities other than the Holders of Registrable Stock and, if the Piggyback Registration is an underwritten Piggyback Registration and the managing underwriters advise the Company in writing that, in their opinion, the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the holders initially requesting such registration, the Company will include securities in such registration in the following order of priority:

(i) first, the securities requested to be included in such registration by the holders requesting such registration and the securities of the Series AA Holders and the Series CC Holders requested to be included therein, if any, pro rata among all such holders based on the number of shares of such securities requested for inclusion in such registration by each such holder;

(ii) second, the Registrable Stock requested to be included in such registration by the Holders of Registrable Stock and any securities requested to be included therein by any other holder pursuant to such holder's piggyback rights, if any, pro rata among all

such holders based on the number of shares of such securities requested for inclusion in such registration by each such holder; and

(iii) third, the Common Stock proposed to be registered by the Company, if any.

(d) In the case of an underwritten Piggyback Registration, the Company will have the right to select the investment banker(s) and manager(s) to administer the offering. If requested by the underwriters for any underwritten offerings by Holders, under a registration requested pursuant to Section 2(a), the Company will enter into a customary underwriting agreement with such underwriters for such offering, to contain such representations and warranties by the Company and such other terms which are customarily contained in agreements of this type (including indemnification provisions). The Holders shall be a party to such underwriting agreement and may, at their option, require that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement be conditions precedent to the obligations of Holders. The Holders shall not be required to make any representations or warranties to or agreement with the Company or the underwriters other than representations, warranties or agreements regarding the Holders and the Holders' intended method of distribution and any other representations or warranties required by law.

Section 4. S-3 Registration

(a) The Company shall use its commercially reasonable efforts to qualify for registration on Form S-3 or any comparable or successor form or forms. After the Company has qualified for use of Form S-3, in addition to the rights contained in Sections 2 and 3, the Holders of Registrable Securities shall have the right to request registrations on Form S-3 (such requests shall be in writing and shall state the number of shares of Registrable Securities to be disposed of and the intended methods of disposition of such shares by such Holder or Holders). The Company shall use commercially reasonable efforts to effect such Registration as soon as practicable (including, without limitation, the execution of an undertaking to file post-effective amendments and appropriate qualification under applicable state securities laws); and shall keep such Registration continuously effective until the earlier of (i) the date on which all shares of Registrable Stock have been sold pursuant to such registration statement or Rule 144 and (ii) the date on which, in the reasonable opinion of counsel to the Company, all of the Registrable Stock may be sold in accordance with Rule 144(k), provided, however, that the Company shall not be obligated to effect any such registration (i) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public of less than $1,000,000, (ii) in the circumstances described in the proviso to the first paragraph of Section 2(a), (iii) if the Company shall furnish the certification described in the second paragraph of Section 2(a) (but subject to the limitations set forth therein) or (iv) if, in a given twelve-month period, the Company has effected one such registration in such period.

Notwithstanding the foregoing, the Company shall have the right (the "S-3 Suspension Right") (i) to defer such filing for up to 60 days or suspend sales under any filed registration statement or (ii) defer the updating of any filed registration statement and suspend sales thereunder at any time or from time to time, for a period of not more than 90 days during

any period of 365 days, if the Company shall furnish to the Holders a certificate signed by an executive officer or any trustee of the Company stating that, in the good faith judgment of the Company, it would be detrimental to the Company and its shareholders to file such registration statement or amendment thereto at such time (or continue sales under a filed registration statement) and therefore the Company has elected to defer the filing of such registration statement (or suspend sales under a filed registration statement).

(b) The Holders' rights under this Section 4 shall terminate upon the earlier to occur of (i) the fifth anniversary of the fifth anniversary of the date of the closing of the underwritten initial public offering of the Common Stock and (ii) the date on which, in the reasonable opinion of counsel to the Company, all of the Registrable Stock may be sold in accordance with Rule 144(k).

Section 5. Registration Procedures.

(a) The Company shall promptly notify the Holders of the occurrence of the following events:

(i) when any registration statement relating to the Registrable Stock or post-effective amendment thereto filed with the Commission has become effective;

(ii) the issuance by the Commission of any stop order suspending the effectiveness of any registration statement relating to the Registrable Stock;

(iii) the suspension of an effective registration statement by the Company in accordance with the last paragraph of Section 2(a) or Section 4(a) hereof;

(iv) the Company's receipt of any notification of the suspension of the qualification of any Registrable Stock covered by a registration statement for sale in any jurisdiction; and

(v) the existence of any event, fact or circumstance that results in a registration statement or prospectus relating to Registrable Stock or any document incorporated therein by reference containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading during the distribution of securities.

The Company agrees to use commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any such registration statement or any state qualification as promptly as possible. The Holders agree that upon receipt of any notice from the Company of the occurrence of any event of the type described in Sections 5(a)(ii), (iii), (iv) or (v) to immediately discontinue their disposition of Registrable Stock pursuant to any registration statement relating to such securities until the Holders receive written notice from the Company that such disposition may be made.

(b) The Company shall provide to the Holders, at no cost to the Holders, a copy of the registration statement and any amendment thereto used to effect the Registration of the Registrable Stock, each prospectus contained in such registration statement or post-effective

amendment and any amendment or supplement thereto and such other documents as the requesting Holders may reasonably request in order to facilitate the disposition of the Registrable Stock covered by such registration statement. The Company consents to the use of each such prospectus and any supplement thereto by the Holders in connection with the offering and sale of the Registrable Stock covered by such registration statement or any amendment thereto. If the Common Stock is listed on a national securities exchange at any time during the period in which the Company is obligated to keep the registration statement effective pursuant to Section 2(a), the Company shall also file a sufficient number of copies of the prospectus and any post-effective amendment or supplement thereto with such exchange so as to enable the Holders to have the benefits of the prospectus delivery provisions of Rule 153 under the Securities Act.

(c) The Company shall use commercially reasonable efforts to cause the Registrable Stock covered by a registration statement to be registered with or approved by such state securities authorities as may be necessary to enable the Holders to consummate the disposition of such stock pursuant to the plan of distribution set forth in the registration statement; provided, however, that the Company shall not be obligated to take any action to effect any such Registration, qualification or compliance pursuant to this Section 5 in any particular jurisdiction in which the Company would become subject to taxation or would be required to execute a general consent to service of process in effecting such Registration, qualification or compliance unless the Company is already subject to taxation or service in such jurisdiction.

(d) Subject to the Company's Suspension Right or an S-3 Suspension Right, if any event, fact or circumstance requiring an amendment to a registration statement relating to the Registrable Stock or supplement to a prospectus relating to the Registrable Stock shall exist, immediately upon becoming aware thereof the Company shall notify the Holders and prepare and furnish to the Holders a post-effective amendment to the registration statement or supplement to the prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Stock, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) The Company shall use commercially reasonable efforts (including the payment of any listing or quotation fees) to obtain the listing or quotation of all Registrable Stock covered by the registration statement on each securities exchange or inter-dealer automated quotation system on which securities of the same class or series are then listed.

(f) The Company and the Holders shall use commercially reasonable efforts to comply with the Securities Act and the Exchange Act in connection with the offer and sale of Registrable Stock pursuant to a registration statement, and, as soon as reasonably practicable following the end of any fiscal year during which a registration statement effecting a Registration of the Registrable Stock shall have been effective, to make available to the Holders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act.

(g) The Company shall cooperate with the selling Holders to facilitate the timely preparation and delivery of certificates representing Registrable Stock to be sold pursuant to a Registration and not bearing any Securities Act legend; and enable certificates for such

Registrable Stock to be issued for such numbers of stock and registered in such names as the Holders may reasonably request at least two business days prior to any sale of Registrable Stock.

(h) The Company may select, in its sole discretion, the underwriter or underwriters in connection with any underwritten public offering as it may deem appropriate. Notwithstanding the foregoing, the DLJ Entities will have the right, in their sole discretion to select the underwriter or underwriters in connection with any underwritten Demand Registration initiated by any of the DLJ Entities pursuant to Section 2. Any Affiliate of any of the DLJ Entities may be selected as underwriter for an underwritten public offering. The Company will enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Stock, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the NASD.

(i) During standard business hours, the Company will make available for inspection by any Holder and any underwriter participating in any disposition pursuant to a registration statement being filed by the Company pursuant to Section 4 and any attorney, accountant or other professional retained by any such Holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company as shall be reasonably requested by any such Person, and cause the Company's officers, directors and employees to supply all information reasonably requested by any attorney, accountant or other professional retained by any such Holder in connection with such registration statement.

(j) The Company will furnish to each such Holder and to each such underwriter, if any, a signed counterpart, addressed to such underwriter, of (i) an opinion or opinions of counsel to the Company and (ii) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the managing underwriter therefor reasonably requests.

Section 6. Expenses of Registration. All expenses, other than underwriting discounts and commissions and transfer taxes, incurred in connection with registrations, filings or qualifications pursuant to Sections 2, 3, 4 and 5 hereof, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, the fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel selected by the Holders shall be borne by the Company.

Section 7. Indemnification.

(a) The Company shall indemnify each Holder, each Holder's officers and directors, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all expenses, claims, losses, damages and liabilities (including reasonable legal fees and expenses), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement or prospectus relating to the Registrable Stock, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided, however, that the Company shall not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with information furnished in writing to the Company by such Holder or underwriter for inclusion therein.

(b) Each Holder, if Registrable Stock held by such Holder is included in the securities as to which such registration is being effected, shall indemnify the Company, each of its trustees and each of its officers who signs the registration statement, each underwriter, if any, of the Company's securities covered by such registration statement, and each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (including reasonable legal fees and expenses) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement or prospectus, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement or prospectus, in reliance upon and in conformity with information furnished in writing to the Company by such Holder for inclusion therein.

(c) Each party entitled to indemnification under this Section 7 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party pursuant to the provisions of this Section 7 except to the extent of the actual damages suffered by such delay in

notification. The Indemnifying Party shall assume the defense of such action, including the employment of counsel to be chosen by the Indemnifying Party to be reasonably satisfactory to the Indemnified Party, and payment of expenses. The Indemnified Party shall have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel shall be at the expense of the Indemnified Party, unless the employment of such counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action, or the Indemnifying Party shall not have employed counsel to take charge of the defense of such action or the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), in any of which events such fees and expenses shall be borne by the Indemnifying Party. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 7 is unavailable to a party that would have been an Indemnified Party under this Section 7 in respect of any expenses, claims, losses, damages and liabilities referred to herein, then each party that would have been an Indemnifying Party hereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such expenses, claims, losses, damages and liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other in connection with the statement or omission which resulted in such expenses, claims, losses, damages and liabilities, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or such Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(d).

(e) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) In no event shall any Holder be liable for any expenses, claims, losses, damages or liabilities pursuant to this Section 7 in excess of the net proceeds to such Holder of any Registrable Stock sold by such Holder pursuant to the registration statement in question.

Section 8. Information to be Furnished by Holders. Each Holder shall furnish to the Company such information as the Company may reasonably request and as shall be required in connection with the Registration and related proceedings referred to in Section 2 or Section 3 hereof. If any Holder fails to provide the Company with such information within 10 days of

receipt of the Company's request, the Company's obligations under Section 2 or Section 3 hereof, as applicable, with respect to such Holder or the Registrable Stock owned by such Holder shall be suspended until such Holder provides such information.

Section 9. Rule 144 Sales.

(a) The Company shall use its commercially reasonable efforts to file the reports required to be filed by the Company under the Exchange Act, so as to enable any Holder to sell Registrable Stock pursuant to Rule 144 under the Securities Act.

(b) In connection with any sale, transfer or other disposition by any Holder of any Registrable Stock pursuant to Rule 144 under the Securities Act, the Company shall cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Stock to be sold and not bearing any Securities Act legend, and enable certificates for such Registrable Stock to be for such number of shares and registered in such names as the selling Holder may reasonably request at least two business days prior to any sale of Registrable Stock.

Section 10. Assignment of Registration Rights. The rights of the Holders hereunder, including the right to have the Company register Registrable Stock pursuant to this Agreement, shall be automatically assignable by each Holder to any transferee of all or any portion of the shares of Preferred Stock or the Registrable Stock if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company after such assignment, (ii) the Company is furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned, (iii) following such transfer or assignment, the further disposition of such securities by the transferee or assignee is restricted under the Securities Act and applicable state securities laws, (iv) the transferee or assignee agrees in writing for the benefit of the Company to be bound by all of the provisions contained herein, and (v) such transfer of the Registered Stock shall have been made in accordance with the applicable requirements of Section 5(f) of the Purchase Agreement.

Section 11. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

(b) WAIVER OF JURY TRIAL. THE COMPANY AND THE INVESTORS HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

(c) Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth herein.

(d) Amendments and Waivers. No provision of this Agreement may be waived other than by an instrument in writing signed by the party to be charged with enforcement and no provision of this Agreement may be amended other than by an instrument in writing signed by the Company and each Investor.

(e) Notices. Each notice, demand, request, request for approval, consent, approval, disapproval, designation or other communication (each of the foregoing being referred to herein as a notice) required or desired to be given or made under this Agreement shall be in writing (except as otherwise provided in this Agreement), and shall be effective and deemed to have been received (i) when delivered in person, (ii) when sent by fax with receipt acknowledged, (iii) five days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by a nationally recognized overnight mail or courier service, receipt requested. Notices shall be addressed as follows: (a) if to an Investor (other than Microsoft), at the Investor's address or fax number set forth below its signature hereon, or at such other address or fax number as the Investor shall have furnished to the Company in writing, or (b) if to any assignee or transferee of an Investor, at such address or fax number as such assignee or transferee shall have furnished the Company in writing, (c) if to Microsoft or the Company, at the address set forth below. Any notice or other communication required to be given hereunder to a Holder in connection with a registration may instead be given to the designated representative of such Holder.

If to the Company or any Other Investor:

CommVault Systems, Inc.
2 Crescent Place
Oceanport, New Jersey 07757-0900
Facsimile: (732) 870-4514
Attn: N. Robert Hammer

with a copy to:

Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, IL 60606-4637
Facsimile: (312) 701-7711
Attn: Philip J. Niehoff

if to the DLJ Entities, to:

DLJ Merchant Banking Partners, L.P.
DLJ International Partners, C.V.
DLJ Offshore Partners, C.V.
DLJ Merchant Banking Funding, Inc.
DLJ First ESC, L.P.
DLJ ESC II, L.P.
11 Madison Avenue
New York, New York 10010

Attention: Dan Gerwitz snd Kenneth Lohsen
Fax: (212) 325-2663 (212) 538-0619

and to:

DLJ Capital Corporation
Sprout Entrpreneurs' Fund, L.P.
Sprout Growth II, L.P.
Sprout Capital VII, L.P.
Sprout Capital IX, L.P.
Sprout IX Plan Investors, L.P.
Sprout CEO Fund L.P.
11 Madison Avenue
New York, New York 10010
Attention: Amy Yeung
Fax: (646) 935-8112

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: George R. Bason, Jr.
Fax: (212) 450-3340

and to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Phyllis A. Schwartz
Fax: (212) 593-5955

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(g) Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(h) Headings. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Except as provided herein, neither the Company nor any Investor shall assign this Agreement or any rights or obligations hereunder.

(j) Equitable Relief. The Company and the Holders acknowledge that a breach by it of its obligations hereunder will cause irreparable harm to the other party by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Company and the Holders acknowledge that the remedy at law for a breach of its obligations hereunder will be inadequate and agree, in the event of a breach or threatened breach by the Company or the Holders of the provisions of this Agreement, that a party shall be entitled, in addition to all other available remedies, (i) to an injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required, and (ii) to compel specific performance of another party under this Agreement in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction.

(k) Joint Participation in Drafting. Each party to this Agreement has participated in the negotiation and drafting of this Agreement. As such, the language used herein shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party to this Agreement.

(l) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(m) Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DLJ MERCHANT BANKING PARTNERS, L.P.

By: DLJ Merchant Banking, Inc.
Managing General Partner

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

DLJ INTERNATIONAL PARTNERS, C.V.

By: DLJ Merchant Banking, Inc.
Advisory General Partner

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

DLJ OFFSHORE PARTNERS, C.V.

By: DLJ Merchant Banking, Inc.
Advisory General Partner

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

DLJ MERCHANT BANKING FUNDING, INC.

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

DLJ CAPITAL CORPORATION

By: /s/ Amy M. Yeung

Name: Amy M. Yeung
Title: Vice President

DLJ FIRST ESC, L.P.

By: DLJ LBO Management Corporation,
its General Partner

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

DLJ ESC II, L.P.

By: DLJ LBO Management Corporation,
its General Partner

By: /s/ Kenneth J. Lohsen

Name: Kenneth J. Lohsen
Title: Vice President

SPROUT GROWTH II, L.P.

By: DLJ Capital Corporation
Managing General Partner

By: /s/ Amy M. Yeung

Name: Amy M. Yeung
Title: Vice President

SPROUT CAPITAL VII, L.P.

By: DLJ Capital Corporation,
Managing General Partner

By: /s/ Amy M. Yeung

Name: Amy M. Yeung
Title: Vice President

SPROUT CAPITAL IX, L.P.

By: DLJ Capital Corporation
Managing General Partner

By: /s/ Amy M. Yeung

Name: Amy Yeung
Title: Vice President

SPROUT IX PLAN INVESTORS, L.P.

By: DLJ LBO Plans Management Corporation II
General Partner

By: /s/ Amy M. Yeung

Name: Amy Yeung
Attorney-In-Fact

SPROUT CEO FUND L.P.

By: DLJ Capital Corporation
General Partner

By: /s/ Amy M. Yeung

Name: Amy Yeung
Title: Vice President

SPROUT ENTREPRENEURS' FUND

By: DLJ Capital Corporation
General Partner

By: /s/ Amy M. Yeung

Name: Amy Yeung
Title: Vice President

COMMVAUVT SYSTEMS, INC.

By:/s/ Warren H. Mandschein

Name: Warren H. Mandschein
Title: Vice President, General Counsel
and Secretary

/s/ N. Robert Hammer

N. ROBERT HAMMER

LOU MICELI

N. ROBERT HAMMER

/s/ Lou Miceli

LOU MICELI