

Quantum Corporation

EC America Rider to Product Specific License Terms and Conditions (for U.S. Government End Users)

1. **Scope.** This Rider and the attached Quantum Corporation ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.21, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any

excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the

contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
- 3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

QUANTUM MASTER PURCHASE AGREEMENT

This Master Purchase Agreement ("Master Agreement") is made and entered into as of the final date executed by both parties ("Effective Date") by and between Quantum Corporation, a Delaware, US corporation headquartered in San Jose, CA, USA ("Quantum"), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("Customer" or "Ordering Activity"), and sets forth the terms governing the purchase, licensing, and provision of Quantum Products, Support Services, Software as a Service, and Cloud Services (as defined below) from Quantum, and the limited warranty provided thereon. The terms of this Master Agreement shall supersede any pre-printed or standard terms accompanying the Customer's purchase order or Quantum's Quote.

1. General Definitions

1.1 Product

"Product" shall be defined as Quantum branded hardware and Software collectively.

1.2 Support Services

"Support Services" shall be defined as repair, adjustments, and/or part replacements for the covered Quantum Product as Quantum deems necessary to bring Product in compliance with Product warranty or pursuant to the support plan purchased due to normal Product usage during the Support Term. Support Services do not include Professional Services or Limited Support Services (as defined herein).

1.3 Professional Services

"Professional Services" means services requested by Customer and provided by Quantum for an additional fee, and that are excluded as part of Support Services or are specifically identified as Professional Services herein. Professional Services are quoted on the Quantum Sales Quote and may be supplemented by a statement of work detailing the deliverables of the services purchased.

1.4 Cloud Services

"Cloud Services" shall be defined as the provision of computing and storage capacity as a service over a network.

1.5 Software as a Service

"Software as a Service" (SaaS) shall mean Software, delivered, and managed remotely by Quantum or a Quantum authorized provider, and received as a service by customers on a pay-for-use or subscription basis.

2. Quote

"Quote" shall refer to the Quantum issued Sales Quote to which these terms apply, and against which Customer issues an order purchasing the items quoted therein. Quantum does not warrant the accuracy of its Quotes in terms of sizing, configuration, cabling, porting, and other details specific to Customer's network.

3. Delivery

Delivery of purchased Products will be FCA Quantum's manufacturing facility (INCOTERMS 2010). Title and risk of loss or damage to the Products shall shift to Customer upon release to the initial carrier for holding or shipment. Customer hereby grants Quantum a purchase-money security interest in all Products to secure payment of the purchase price and any other charges due to Quantum. If delivery of the Products to the initial carrier is delayed in excess of twenty Business Days, Customer may cancel the order involved upon notice to Quantum prior to shipment. Such cancellation right is Customer's sole remedy for any delay or failure in delivery by Quantum. Customer purchases of Products from a Quantum Authorized Reseller shall be shipped pursuant to the terms between the Customer and the Reseller.

4. Prices and Payment

4.1 Generally

GSA Approved 21-Jan-21

Quoted pricing will be valid for thirty days unless a different term is set forth in writing. Customer agrees to pay to Quantum the purchase price set forth in the Quote in accordance with the GSA Schedule Pricelist. Quantum shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.2 Software License Subscription Fee

Software License Subscriptions (defined below) shall be invoiced for the amount and on the periodic basis specified in the Quote, in advance of the invoice period, throughout the duration of the subscription term. Thereafter, unless terminated as provided herein or otherwise prohibited by law, the Software License Subscription may be renewed for successive one-year periods under the terms of the then-current Quantum Sales and Support Terms and Conditions by both parties exercising an option or a new purchase order in writing, and Customer will be invoiced for the then current list price in accordance with the GSA Schedule Pricelist.

4.3 Fees for Training and Professional Services

Training and Professional Services may be purchased for the fees quoted. Customer shall have the time period specified in the quote, or one year from the time of purchase if no time period is specified, to schedule and receive such services, or receive a refund. Additional fees may be assessed if costs are incurred as a result of waiting, rescheduling, or other accommodations made as a result of lack of Customer availability, or lack of preparation by the Customer for services scheduled.

4.4 Lapse of Support Contract

In the event that Customer fails to maintain a current and continuous Support Contract with Quantum or a Quantum Authorized Service Provider, and thereafter seeks to re-enroll into a current Support Contract, such re-enrollment shall be at Quantum's discretion and may require a re-enrollment fee equal to the fee for the lapsed period that would have been paid had the Customer maintained continuous support in addition to the fees for the upcoming Support Term. Quantum does not guarantee a level of support immediately following purchase of the renewal contract. Service calls received during this time will be addressed on a best effort basis.

4.5 Payment

Payment shall be due in full within thirty days from the receipt date of the invoice in the currency quoted. Payment terms are not guaranteed and are subject to approval and ongoing credit history and timely receipt of payment. Customer purchases from a Quantum Authorized Reseller shall be paid by the Customer pursuant to the payment terms between the Customer and the Reseller.

5. Order Cancellation

Subject to Quantum's prior written approval, Customer may cancel an order, or any portion thereof, for standard Products at any time prior to thirty days before shipment when shipment is not delayed.

6. Termination of Software License Subscription

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Quantum shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon expiration or termination of a Software License Subscription, the license and right to use Quantum Software shall terminate.

7. Third Party Product

Product sold to Customer by Quantum that is the branded product of a third party ("Third Party Product") shall be identified under the third party brand on the Quote, shall be warranted directly to Customer by the third party. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties. Certain Third Party Product documentation is available at www.Quantum.com. Notwithstanding any provision herein, subject

to any non-excluded rights that you may have under the laws in your country, Quantum makes no representations or warranties regarding Third Party Product, and shall have no ongoing obligations to Customer for the support or maintenance of Third Party Product unless expressly agreed to in writing. Third party software licensed by Quantum and embedded in Quantum branded software or hardware and not separately licensed shall not be considered Third Party Product.

8. Limited Product Warranty

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS TO THE END-USER CUSTOMER THAT PRODUCTS (EXCLUDING MEDIA) WILL PERFORM IN ACCORDANCE WITH QUANTUM'S PUBLISHED PRODUCT SPECIFICATIONS, COMMENCING AT THE TIME OF SHIPMENT AND FOR THE DURATION PUBLISHED BY QUANTUM AND SPECIFIED IN THE PRODUCT WARRANTY INFORMATION TABLE ATTACHED HERETO. QUANTUM WARRANTS THAT MEDIA PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIAL AND MANUFACTURE AT THE TIME OF PURCHASE. SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHOULD PRODUCT FAIL TO PERFORM ACCORDING TO SPECIFICATIONS, IS REPAIR, REPLACEMENT, OR ACCEPTANCE OF RETURN OF THE DEFECTIVE PRODUCT AT QUANTUM'S SOLE DISCRETION.

9. Support Services and Professional Services Warranty

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS TO THE END-USER CUSTOMER THAT THE SUPPORT SERVICES AND PROFESSIONAL SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP FOR THIRTY DAYS FROM THE DATE SUCH SERVICES ARE RENDERED, OR THE REMAINING TERM OF THE THEN CURRENT AND PAID FOR SUPPORT SERVICE PERIOD, WHICHEVER IS LONGER, AND WILL BE PERFORMED BY FULLY TRAINED AND COMPETENT PERSONNEL IN ACCORDANCE WITH INDUSTRY STANDARD TECHNICAL AND PROFESSIONAL PRACTICES AND PROCEDURES. IF A DEFECT COVERED UNDER THIS WARRANTY IS FOUND AND REPORTED TO QUANTUM, SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, QUANTUM WILL, AT ITS DISCRETION AND AS ITS SOLE RESPONSIBILITY AND LIABILITY, AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE MEANS TO CORRECT SUCH DEFECT OR IN THE CASE OF PROFESSIONAL SERVICES REFUND TO CUSTOMER THE SUMS PAID BY CUSTOMER FOR THE DEFECTIVE PROFESSIONAL SERVICES.

10. Disclaimers, and Limitations on Liability

THE FOREGOING WARRANTIES SHALL BE VOIDED IF THE PRODUCT IS NOT PROPERLY INSTALLED, USED, OR MODIFIED BY A PERSON OTHER THAN QUANTUM OR A QUANTUM AUTHORIZED SERVICE PROVIDER. THIS CLAUSE IS SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY. THE WARRANTIES EXPRESSED HEREIN ARE THE ONLY WARRANTIES MADE BY QUANTUM WITH RESPECT TO THE PRODUCTS AND SERVICES. QUANTUM DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET ALL CUSTOMER REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE. QUANTUM EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS, LIABILITIES, CUSTOMER'S RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE. IN NO EVENT SHALL QUANTUM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS OR LOST PROFITS OR SAVINGS, EVEN IF QUANTUM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER'S RIGHTS AS STATED HEREIN ARE ITS EXCLUSIVE REMEDIES. EXCEPT FOR QUANTUM'S LIABILITY BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR A VIOLATION OF LAW, QUANTUM'S CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THE PRODUCTS OR SERVICES MAY NOT EXCEED THE MOST RECENT ANNUAL FEE OR THE PRICE PAID. Quantum and its subsidiaries, directors, officers, employees and providers shall in no way be liable for any and all actions, causes of action, liability, claims, suits, judgments, liens, awards or damages of any kind and nature whatsoever (hereinafter referred to as "Claims") for property damage, and expenses, costs of litigation and reasonable attorneys' fees related thereto, to the extent such claims arise from any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum) arising

out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing services hereunder. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of Services, may be brought by either party more than six (6) years after such cause of action accrued. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. Proprietary Information

Pursuant to these Terms and Conditions, each party (the "disclosing party") may occasionally provide the other (the "receiving party") with its confidential and/or proprietary information (e.g., equipment, services, components, instruction manuals or installation information, trade secrets, know-how, ideas, concepts and methodologies, customers, prices (excluding GSA Schedule prices), product roadmaps, operations and plans and data, etc.) ("Proprietary Information"). The receiving party acknowledges that use or disclosure of Proprietary Information of the disclosing party in any unauthorized manner will destroy its value to the disclosing party. Unless the disclosing party agrees otherwise in writing, the receiving party (including its employees, agents and contractors) (i) will not sell, disclose, copy or reproduce any Proprietary Information of the disclosing party; (ii) will only permit or allow access to Proprietary Information of the disclosing party to those employees or third parties who require such access in order to perform work on the disclosing party's behalf pursuant to these Terms and Conditions; (iii) agrees to protect the Proprietary Information of the disclosing party as carefully as it would protect its own proprietary information but never less than a reasonable standard of care; (iv) agrees to be responsible for any unauthorized use or disclosure of Proprietary Information of the disclosing party by any of its employees, agents or contractors; and (v) agrees to leave intact all copyright, patent, trademark, confidentiality and similar notices in connection with the Proprietary Information of the disclosing party. The parties agree to return all Proprietary Information to the disclosing party upon the termination of these Terms and Conditions. Quantum recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

12. Intellectual Property

Customer agrees and acknowledges that Quantum, its suppliers and its licensors are the owners of all right, title, and interest in and to Quantum-provided Software, SaaS, and Cloud Services, and all Intellectual Property (IP) therein, and that Customer shall not obtain or claim any ownership interest in (i) any IP in Quantum provided hardware, and (ii) any Quantum-provided Software, SaaS, and Cloud Services. Customer shall not, unless expressly permitted by law or by Quantum (i) obscure, alter or remove any patent, copyright, trademark, or service mark marking or legend contained on or in any Quantum Products, SaaS, or Cloud Services, (ii) use any Quantum Products, SaaS, or Cloud Services except as licensed, (iii) permit or enable any third party to use Quantum Products, SaaS, or Cloud Services, unless Quantum provides its prior written consent to such use, (iv) copy, distribute, or transmit all or any portion of any Quantum Software except as expressly permitted, (v) cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination, transfer or other distribution of any Quantum Products, SaaS, or Cloud Services by any means or in any form, without the prior written consent of Quantum.

13. Infringement Indemnification

Quantum will indemnify Customer for any damages and costs finally awarded against Customer on the grounds that the Products, Support Services, Professional Services, SaaS, or Cloud Services, in the form and condition delivered by Quantum to Customer hereunder, infringe any valid United States patents or copyrights of any third party, provided that Customer notifies Quantum in writing of any such claim within ten days after learning thereof and that Customer gives Quantum control over the defense and settlement of the claim and fully cooperates with Quantum with respect thereto. If any such claim is brought or appears to Quantum likely to be brought, Quantum may at its option (1) replace or modify the Products, Support Services, Professional Services, SaaS, or Cloud Services to make them non-infringing, (2) obtain rights for Customer to continue using Products, Support Services, Professional Services, SaaS, or Cloud Services, (3) terminate a subscription with no right of refund, or (4) refund to Customer, upon the return of the Products at issue and termination of any licenses, the price paid there for, less twenty percent for each year which has passed since the date of delivery hereunder. Customer shall discontinue all use of any portion of the Products, Support Services, Professional Services, SaaS, or Cloud Services that has been replaced or modified or for which such a refund has been tendered. Quantum's obligations hereunder shall not apply to any claim based on (1) Quantum's following Customer's specifications or requests, (2) the use of the Products, Support Services, Professional Services, SaaS, or Cloud Services to practice a process not recommended by Quantum, (3) the use of Products, Support Services, Professional Services, SaaS, or Cloud Services in a way that is illegal, unethical, or immoral, or (4) in conjunction with items not supplied by Quantum, and Customer shall similarly indemnify Quantum with respect to any such claims.

THE FOREGOING STATES QUANTUM'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS.

14. Compliance with Laws

14.1 General Compliance

Each Party will comply, and will cause each of its employees, agents and subcontractors to comply, with the laws of all governmental authorities and all governmental regulations to the extent such laws are applicable. Each Party will also obtain all required regulatory approvals, licenses and permits.

14.2 Import/Export/Re-Export

14.2.1 Generally

Customer shall not, unless otherwise authorized by the U.S. Government, supply Products or enable use of SaaS or Cloud Services to entities identified on restricted lists (such as Denied Parties List, Debarred Parties, Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels, or Entity List). Customer shall not ship or transfer Product or enable use of SaaS or Cloud Services, either directly or indirectly, to the countries identified as restricted in the U.S. Export Administration Regulations, without written approval from the United States Bureau of Industry and Security. Customer will comply with the export and re-export restrictions set forth in any export license (if applicable) or license exception used to ship Products or enable use of SaaS or Cloud Services. Terms of sale or other specific agreement will denote the Importer of Record. Importer of Record shall not violate any import laws, rules, or regulations of the United States and/or any other applicable country. Importer of Record is responsible for all Customs duties and other Customs related fees. Importer of Record is eligible for duty drawback rights to the Products, SaaS, or Cloud Services. Quantum shall mark each Product with the country of origin in compliance with the marking requirements of the United States.

14.2.2 Cloud/SaaS Services

Customer acknowledges that it will have exclusive responsibility for compliance with United States and multilateral export controls applicable to the data or software it uploads through SaaS or Cloud Services. This responsibility extends to the controls applicable to the computations and derivations (output) from the use of the software or data through SaaS or Cloud Services. Quantum assumes no responsibility to screen the Customer or its own employees from access to such data or Software and their output, or to track or control their export or transfer. Customer agrees to strictly prevent access, export, or transfer of its data, Software, and related output on the Cloud that is controlled under the mentioned regimes to countries and individuals sanctioned by the US Office of Foreign Assets Control (OFAC), the US Export Administration Regulations (EAR), the US International Traffic in Arms Regulations (ITAR), and other related laws and regulations, as applicable. Customer also agrees to prevent its Software and data uploaded to the Cloud from being used in the development, production, use, or proliferation of weapons of mass destruction (as defined in the aforementioned laws and regulations), to include chemical, biological or missile technologies. Any violation of these and other applicable laws and regulations will be the exclusive responsibility of the Customer. The Customer will indemnify Quantum and its affiliates in the event of investigation or prosecution by any government or government agency responsible for such controls and compensate Quantum for any costs and hardship incurred during and as a result of such an event.

14.2.3 Access Control

Customer acknowledges and agrees that any access to SaaS, Quantum's Cloud, or Cloud Services given by Customer to any person outside of the countries of the European Economic Area shall be considered as an express written consent to Quantum to supply such services and data, and such consent shall be deemed given by Customer and the relevant person/data subject.

14.3 Data Protection

Customer (a) acknowledges that Customer is the Data Controller and that Quantum is a Data Processor as defined in the European Data Protection Directive 95/46/EC; (b) agrees to comply with Customer's obligations under applicable United States Federal data protection legislation, processing and provision of personal data and sensitive personal data ("Data") provided to Quantum in connection with SaaS or Cloud Services; (c) reserved; and (d) acknowledges that Quantum is reliant on Customer

for direction as to the extent to which Quantum is entitled to use and process Data. Consequently, Quantum will not be liable for any claim brought by Customer or any Data subject arising from any action or omission by Quantum to the extent that such action or omission resulted from Customer's instructions. Customer shall be responsible to notify Quantum if any Customer data managed, accessed, hosted, or otherwise actively controlled by Quantum in conjunction with Cloud Services is subject to regulatory security or handling processes. Data residing in a customer environment shall not be considered managed, accessed, hosted, or otherwise actively controlled by Quantum.

15. SaaS and Cloud Services

Quantum's SaaS and Cloud Services shall be provided under these Terms and Conditions supplemented by the terms of service, use policies, and other documents accompanying attached ("Supplemental Agreements"). The attached Supplemental Agreements are hereby incorporated by reference and to the extent the terms of the Supplemental Agreements conflict with these Terms and Conditions, the term of the Supplemental Agreement shall prevail. Nothing herein shall bind the Ordering Activity to any Supplemental Agreements terms unless the terms are provided for review and agreed to in writing by all parties. Customer's use of SaaS and/or Cloud Services shall be limited to the use parameters specified at the time of purchase including but not limited to capacity and/or bandwidth. Customer shall deploy Quantum recommended policies to ensure use within such limitations. Use beyond such limitations will result in additional charges to Customer following Quantum's assessment of the use.

16. Excluded Uses

Customer acknowledges that Products, SaaS, and Cloud Services are not absolutely fault-tolerant, and are not designed for use in or resale into hazardous environments requiring fail-safe performance in which the failure of the products could lead directly to death, personal injury or severe physical or environmental damage such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communication systems, direct life support systems, critical safety systems, medical devices, weapons systems or satellite equipment ("high risk activities"). Quantum disclaims any express or implied warranty of fitness for high risk activities. Quantum will have no liability for any claims or damages arising from high risk activities.

17. Classified Environments

Purchases of Quantum Product or Services (of any kind) to be located, utilized or performed in US federally classified environments, and requiring response or services by cleared personnel, must be supported by a DD254 which must be generated by the Prime Contractor or the appropriate US Government Agency and issued to Quantum before services can be provided. Failure to do so may result in a delay of or inability to provide service for which Quantum shall not and does not assume liability. Customer shall, at or before the time of purchase, (1) confirm to Quantum whether classified environments are involved, (2) if so, that a DD254 will be issued, and (2) provide the name and contact information for the responsible Prime Contractor Contracting Officer.

18. Software License and Software License Subscription

Software Products are licensed, not sold, for use solely on the Designated System under the terms of the license agreement included within the Software or the Software package, however titled. Software Products licensed and paid for on a subscription basis ("Software License Subscription") are licensed for use only during the paid-for period of a subscription term. Use of Software beyond the Designated System or following termination of the subscription shall constitute violation of the License. If used or acquired by the U.S. government, then the U.S. government acknowledges that (a) the software constitutes "commercial computer software" and accompanying documentation constitutes "commercial computer software documentation" for purposes of 48 C.F.R. 12.212, and (b) the U.S. government's rights are limited to those specifically granted to Customer pursuant to said license agreement. The contractor/manufacture is Quantum, 224 Airport Parkway, San Jose, CA 95110.

19. Support Services

19.1 Definitions

In addition to terms defined elsewhere in these Terms and Conditions, the following terms will have the following specified meanings when used throughout these Terms and Conditions:

"Business Day" means any day except a Saturday, Sunday, or a holiday observed by Quantum;

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"Business Hours" means hours between 8:00 a.m. and 5:00 p.m. local time on a Business Day;

"Critical Error" means any Software or Firmware Error that is an emergency condition and that causes the Software or Firmware to completely fail to function in accordance with its applicable Documentation and where there is no work-around to temporarily resolve or lessen the problem;

"Designated System" means the specific capacity, hardware, workstations, servers, and/or devices enabled by one instance or copy of Software that is specified by Quantum at the time the Software is licensed;

"Documentation" means technical manuals describing the operation and use of Product;

"Error" means any reproducible failure of the Software or Firmware to substantially comply with its specifications as set forth in the applicable Documentation;

"Firmware" means software that resides in or is embedded in hardware, such as programmable read-only memory, and is not separately licensed by Quantum;

"Major Error" means any Software or Firmware Error that causes one or more material components to fail to function as specified in its applicable Documentation;

"Minor Error" means any Software or Firmware Error that is not a Major Error that causes one or more components of the Software to fail to function as specified in its applicable Documentation;

"Support Contract" means an agreement governed by these Terms and Conditions for Quantum to provide Support Services on designated Product;

"Software" means the Quantum branded software designated at the time of sale and sold and licensed separately for a Designated System. Software does not include any third party software;

"Support Term" means the period of the fully paid Support Contract, available for purchase on a one year or multi-year basis, as may be extended under the terms of a renewal;

"Update" means changes to Software or Firmware that Quantum designates as bug fixes, or as minor or incremental updates, and designated by a change in the number to the right of the decimal point of the version number such as 1.1, 1.2, 1.3, etc.; and,

"Upgrade" means changes to Software resulting in new functionality or features for which Quantum separately charges its customers in the normal course of its business, and designated by a change in the number to the left of the decimal point of the version number such as 1.0, 2.0, 3.0, etc.

19.2 Selection of Provider

Quantum shall determine, in its sole and absolute discretion, whether Quantum will provide the Support Services to Customer or whether Quantum will select a third party subcontractor to perform the Support Services. All requests for Support Services or communication regarding status or maintenance of the Product shall be made to Quantum.

19.3 Support Contract Term and Termination

Support Contracts will commence upon issuance of a purchase order by Customer, and will continue for the duration of the purchased Support Term. Thereafter, the Support Contract may be renewed for successive one-year periods under the terms of the then-current Quantum Sales and Support Terms and Conditions by both parties exercising an option in writing, or a new purchase order, and Customer will be invoiced for the then current list price in accordance with the GSA Schedule pricelist. Quantum will not be obligated to provide any Support Services, Updates, or other support after the end of the Support Contract.

19.4 Product Support

Support Services shall include unscheduled, on-call Support Services during the hours specified for the level of Support purchased ("Designated Working Hours"), provided after receipt of notice from Customer that Product is malfunctioning or otherwise appears to require support and after Quantum technical support has determined that an on-site visit is necessary. Service on a Quantum recognized holiday will be deferred to the next Quantum Business Day unless 7x24 support is purchased. Recognition of holidays is per custom in each country. A list of Quantum holidays is available upon request from your local service representative. The above reference time frames shall not apply to delivery of non-critical spare parts to remote locations.

19.4.1 Warranty Support

The warranty period and the level of service provided during the warranty period for each Product can be found in the Quantum Product Warranty Information Table at www.Quantum.com. At a minimum, Quantum warrants that the Product will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Product written materials accompanying it.

19.4.2 Uplifted/Extended Support

Uplifted and/or extended Support Services shall be available for purchase subject to regional availability and Product applicability, and provided on an on-call basis in accordance with the level of Support purchased by the Customer.

19.4.3 Parts Replacement

Replaceable parts shall be designated by Quantum as either a Customer Replaceable Unit ("CRU") or a Field Replaceable Unit ("FRU"). CRU's shall be replaced by Customer unless CRU replacement by Quantum is purchased pursuant to a Support Contract. FRU's shall be replaced by Quantum. Subject to any non-excludable rights that you may have under local law, replacement parts shall be either new or reconditioned, and shipped or replaced in accordance with the terms of the level of service purchased.

Certain Product may include spare parts as part of the initial Product shipment ("Critical Spare Parts"). Critical Spare Parts shall be utilized only upon authorization by Quantum after diagnosis by Quantum of the reported service issue.

Customer shall be responsible to replace used Critical Spare Parts, and arrange for acceptance of replacement parts and make them available at the time of on-site service. Delays in acceptance and/or failure to maintain stock of Critical Spare Parts may result in additional cost and/or delay in delivery of onsite service. The Product or parts of Product that are removed or replaced, either by Customer or Quantum will become property of Quantum and must be return shipped to Quantum within 10 business days. All replacement parts shipped to Customer shall be shipped DAP Customer site in accordance with INCOTERMS 2010. All replaced parts returned to Quantum by Customer shall be shipped DAP designated Quantum return facility in accordance with INCOTERMS 2010. Risk of loss while parts are in the care, custody, and control of Customer shall be with Customer. Damage to, loss of, or failure to return ship replaced parts within 10 business days shall be charged to the Customer and may result in withholding of support until resolution.

Subject to any non-excludable rights that you may have under the laws in your country, IN ORDER TO HAVE ACCESS TO SPARE PARTS, INCLUDING CRITICAL SPARE PARTS, PRODUCT MUST BE COVERED UNDER WARRANTY OR A THEN-CURRENT SUPPORT CONTRACT.

19.4.4 Exclusions

Support Services do not include: (a) replacement of parts and/or services to repair damage or errors resulting from accident, neglect, or misuse on the part of a party other than Quantum, or modification of Product not approved, authorized or directed by Quantum; (b) replacement of parts and/or services to repair damage resulting from any act of God, including but not limited to storms, fires, floods, and earthquakes; (c) replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or other facilities or environmental conditions unless such failure is caused by the negligent act or omission of Quantum; (d) replacement or reconditioning of Product which Quantum reasonably believes cannot be reliably maintained or repaired because of excessive wear or deterioration not resulting from any negligent act or omission on the part of Quantum; (e) services on Product which Customer has moved or relocated without notifying Quantum; (f) services requested after unauthorized resale, transfer, or other assignment (actual or constructive) of Product; (g) services required as a result of use of Product beyond its GSA Approved 21-Jan-21

rated capacity, not in accordance with manufacturer published specifications, or not in compliance with these Terms and Conditions or Documentation; (h) services performed outside of Designated Working Hours or after the term of these Terms and Conditions; provided, however, that if Quantum begins to perform services which would otherwise be covered Support Services less than two hours before the end of Designated Working Hours, the first two hours immediately following Designated Working Hours are considered covered by these Terms and Conditions; (i) on-site Software or Firmware Support; (j) services required for correcting Errors if Customer fails to implement any Error correction or Update made available by Quantum; (k) services in connection with removal, relocation or reinstallation of Product; (l) furnishing or replacing expendable supplies, including media such as cassettes, unless damaged by Quantum; (m) installation or maintenance on third party equipment or software, or on product not quoted by Quantum; and (n) production of written reports related to service performed. Service requested and agreed to in writing for any of the above exclusions shall be considered Professional Services for which Quantum will charge an additional fee. THE OCCURRENCE OF EVENTS (A)-(G) ABOVE SHALL RENDER THE WARRANTY VOID AND/OR SUBJECT A SUPPORT CONTRACT TO TERMINATION.

19.4.5 Installation

Quantum Products or upgrades that are designated non-customer installable shall require purchase of Professional Services for installation from Quantum, and failure to do so and self-installing such Products or upgrades may void the applicable warranty and/or support contract.

19.4.6 Movement of Product

If Customer plans to move, relocate, or delete any part of the Product from a Support Services contract, Customer must provide Quantum with 30 days prior written notice. If Customer requests that Quantum dismantle, supervise, inspect, remove or reinstall the Product as part of any move, Quantum will provide a quote for such services. Whether Product is moved by Customer or Quantum, Customer shall be responsible for shipment of Product to new location. Considering the new location of the Product, Quantum may, in its sole discretion: (i) continue performance of Support Services with the condition that Customer is responsible for any additional mileage charges; (ii) terminate the Support Services contract; or (iii) designate a different provider. Movement of Product that is designated non-customer installable as designated by Quantum without notifying Quantum prior to the move shall void the Product warranty and/or any then current Support Contract. Manufacturer supplied packaging is required to move all or partial units to a new location to ensure safe transit and can be purchased from Quantum if not retained by Customer.

19.4.7 Customer Responsibilities

In addition to responsibilities for fees hereunder, Customer will be responsible for: (a) properly using and controlling access to the Product; (b) permitting Quantum's access to Customer's facilities consistent with Customer's security and operational requirements; (c) promptly notifying Quantum if Customer becomes aware of any unsafe conditions or hazardous materials to which Quantum's personnel may be exposed at any of Customer's facilities; (d) complying with all applicable government laws and regulations; (e) providing prompt notice to Quantum of any malfunction or request for services for the Product; (f) providing full and accurate Product and service installation descriptions as necessary to allow Quantum to fulfill its duties hereunder; (g) performing visual inspection of Product; and, (h) performing standard operational activities. Upon Quantum's request, Customer will provide Quantum remote access to Quantum Product system performance data as reasonably required for Quantum to perform the Support Services and its other obligations hereunder. Obligations of Customer which must be fulfilled prior to Quantum performing any on-site services shall be communicated to Customer at the time services are scheduled.

19.4.8 Firmware

Customer is required to maintain the product at no more than one Firmware revision removed from current production Firmware level to ensure proper operation and servicing of the product. The Customer may be required to install the latest Firmware Update prior to making any CRU or FRU replacements. Quantum will provide Customer with information on any upgrade charges prior to installation of the upgrade. Firmware upgrades may be available for download and able to be installed by Customer. At Quantum's discretion and upon prior notice to Customer, an additional fee may be levied for Firmware upgrades requiring an onsite visit.

19.4.9 Telephone Support

Telephone support included with a support contract purchase provides the following: (i) assistance in identifying and verifying causes of suspected Errors; (ii) work-around for identified Errors; (iii) answering questions regarding Software installation and configuration; and, (iv) answering questions regarding differences between Software versions.

19.4.10 Error Corrections

Quantum will use commercially reasonable efforts to correct any Errors reported by Customer (e.g., by providing a workaround or correction in a Update). If Customer encounters an Error with the Software, Customer must sufficiently define the Error to Quantum so that Quantum can reproduce the reported Error. Non-reproducible Errors may require dispatch of an engineer on-site, which will be charged on a time and materials basis. After receipt of any such written notice of an Error from Customer, Quantum will promptly notify Customer if Quantum cannot reproduce the Error. If Quantum cannot reproduce the Error, Customer will provide such additional information regarding the Error as Quantum may request in order to assist Quantum with reproducing the Error. Customer will provide a separate written notice for each Error encountered by Customer. In its notice of an Error, Customer will reasonably classify for Quantum the initial priority of the Error. Customer will use the nature of the Error and Customer's business circumstances to initially classify each Error. Customer will classify each Error as a Critical Error, Major Error or Minor Error. To the extent that Quantum disagrees with any Error classification provided by Customer, Quantum will promptly advise Customer of the revised classification of any Error.

19.4.11 Updates and Upgrades

During such periods that Customer purchases Support Services hereunder and pays all fees in connection therewith, Quantum will make available to Customer any and all Updates at no additional charge to Customer. Customer will install any and all Updates within a reasonable time after receipt of such Update or notice of availability. Support is available only for the Update that is currently shipping and the immediately prior Update. Support for the immediate prior Update shall be available for no longer than 12 months after a new Update is generally available. Quantum will provide Customer with access to Updates through Quantum's web site (www.Quantum.com). These Updates and/or patches will be customer installable, with technical assistance available from Quantum's Technical Assistance Center. Changes to Software designated by Quantum as Upgrades are sold separately and not included in a contract for Support Services. Quantum on-site installation services for Updates and/or Upgrades shall be available to Customer for a fee as Professional Services.

19.5 Limited Support Services

"Limited Support Services" means that the standard Support Services are no longer offered for Product. Limited Support contracts are offered by Quantum for the prices and duration quoted. Limited Support consists of support for errors which can be remedied utilizing the bug fixes and updates then known to Quantum, and does not include support for resolution of novel errors or bugs.

20. Notices

All notices, demands, and other communications called for or required by these Terms and Conditions shall be in writing and shall be addressed to the parties at their respective corporate headquarter addresses or to such other address as a party may subsequently designate by ten days' advance written notice to the other party except as otherwise provided in these Terms and Conditions.

21. Integration and Notification

Each party acknowledges that it has read these Terms and Conditions, understands it, and agrees to be bound by it. The parties further agree that these Terms and Conditions are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Any provisions or conditions of any purchase order or other document submitted by Customer which are in any way inconsistent with or in addition to these Terms and Conditions are hereby rejected and shall not be binding upon Quantum unless Quantum agrees to them in writing. No waiver or modification of these Terms and Conditions or of any provision contained herein shall be valid unless in writing and duly executed by Quantum and Customer.

22. Choice of Law

These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the USA without regard to any conflict of laws rules thereof. In the event of any dispute arising under these Terms and Conditions, the parties agree to the exclusive jurisdiction of the courts located in Santa Clara County, California.

23. Severability and Waiver

In the event that any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by applicable law and the remaining provisions shall continue in full force and effect. Failure or delay on the part of any party in exercising any rights, power, or privileges under these Terms and Conditions shall not be deemed a waiver of such right, power or privilege.

24. Force Majeure

Excusable delays shall be governed by FAR 52.212-4(f).

25. Assignment

Neither party may assign its benefits or delegate its obligations under these Terms and Conditions without the advance written consent of the other party.

Acknowledged and Agreed, by the following parties:

Quantum Corporation, by:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

[Customer], by:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

QUANTUM MASTER SERVICE AGREEMENT

This Master Service Agreement ("**MSA**") is made and entered into as of the final date executed by both parties ("**Effective Date**") by and between Quantum Corporation, a Delaware, US corporation headquartered in San Jose, CA, USA ("**Quantum**"), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("**Customer**"), and sets forth the terms governing the purchase and performance of Services (as defined below) from Quantum, and the limited warranty provided thereon. The terms of this MSA shall supersede any pre-printed or standard terms accompanying the Customer's purchase order or Quantum's Quote. Capitalized terms shall have the meaning prescribed herein.

1. General Definitions

"**Business Day**" means any day except a Saturday, Sunday, or a holiday observed by Quantum;

"**Business Hours**" means hours between 8:00 a.m. and 5:00 p.m. local time on a Business Day;

"**Critical Error**" means any Software or Firmware Error that is an emergency condition and that causes the Software or Firmware to completely fail to function in accordance with its applicable Documentation and where there is no work-around to temporarily resolve or lessen the problem;

"**Designated System**" means the specific capacity, hardware, workstations, servers, and/or devices enabled by one instance or copy of Software that is specified by Quantum at the time the Software is licensed;

"**Documentation**" means Quantum published technical manuals describing the operation and use of Product;

"**Error**" means any reproducible failure of the Software or Firmware to substantially comply with its specifications as set forth in the applicable Documentation;

"**Firmware**" means software that resides in or is embedded in hardware, such as programmable read-only memory, and is not separately licensed by Quantum;

"**Major Error**" means any Software or Firmware Error that causes one or more material components to fail to function as specified in its applicable Documentation;

"**Minor Error**" means any Software or Firmware Error that is not a Major Error that causes one or more components of the Software to fail to function as specified in its applicable Documentation;

"**Product**" shall be defined as Quantum branded hardware and Software collectively.

"**Quote**" shall refer to the Quantum issued Sales Quote to which these terms apply, and against which Customer issues an order purchasing the items quoted therein.

"**Services**" shall mean the following, collectively:

"**Support Services**" shall be defined as repair, adjustments, and/or part replacements for the covered Quantum Product as Quantum deems necessary to bring Product in compliance with Product warranty or pursuant to the support plan purchased due to normal Product usage during the Support Term. Support Services do not include Professional Services or Limited Support Services (as defined herein).

"**Professional Services**" means services requested by Customer and provided by Quantum for an additional fee, and are excluded as part of Support Services or are specifically identified as Professional Services herein. Professional Services are quoted on the Quantum Sales Quote and may be supplemented by a statement of work detailing the deliverables of the services purchased.

"**Limited Support Services**" means services provided on Product for which standard Support Services are no longer offered.

"**Support Contract**" means an agreement governed by these Terms and Conditions for Quantum to provide Support Services on designated Product;

“Software” means the Quantum branded software designated at the time of sale and sold and licensed separately for a Designated System. Software does not include any third party software;

“Support Term” means the period of the fully paid Support Contract, available for purchase on a one year or multi-year basis, as may be extended under the terms of a renewal;

“Update” means changes to Software or Firmware that Quantum designates as bug fixes, or as minor or incremental updates, and designated by a change in the number to the right of the decimal point of the version number such as 1.1, 1.2, 1.3, etc.; and,

“Upgrade” means changes to Software resulting in new functionality or features for which Quantum separately charges its customers in the normal course of its business, and designated by a change in the number to the left of the decimal point of the version number such as 1.0, 2.0, 3.0, etc.

2. Prices and Payment

2.1 Generally

Quoted pricing will be valid for thirty days unless a different term is set forth in writing. Customer agrees to pay to Quantum the purchase price set forth in the Quote in accordance with the GSA Schedule Pricelist. Quantum shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

2.3 Fees for Training and Professional Services

Training and Professional Services may be purchased for the fees quoted in accordance with the GSA Schedule Pricelist.

2.4 Lapse of Support Contract

In the event that Customer fails to maintain a current and continuous Support Contract with Quantum or a Quantum Authorized Service Provider, and thereafter seeks to re-enroll into a current Support Contract, such re-enrollment shall be at Quantum's discretion and may require a re-enrollment fee in addition to the fees for the upcoming Support Term equal to the amount of the Support Fee for the lapsed period of support had support been maintained continuously. Quantum does not guarantee a level of support immediately following purchase of the renewal contract. Service calls received during this time will be addressed on a best effort basis.

2.5 Payment

Payment shall be due in full within thirty days from the receipt date of the invoice in the currency quoted. Payment terms are not guaranteed and are subject to approval and ongoing credit history and timely receipt of payment. Customer purchases from a Quantum Authorized Reseller shall be paid by the Customer pursuant to the payment terms between the Customer and the Reseller.

3. Provision of Services

3.1 Support Contract Term and Termination

Support Contracts will commence upon issuance of a purchase order by Customer, and will continue for the duration of the purchased Support Term. Thereafter, unless customer notifies Quantum at least 60 days prior to the expiration of the Support Term of Customer's decision not to renew, the Support Contract may renew for successive one-year periods under the terms of the then-current Quantum Sales and Support Terms and Conditions, and Customer will be invoiced for the then current list price, if Customer and Quantum execute a new agreement in writing. Quantum will not be obligated to provide any Support Services, Updates, or other support after the end of the Support Contract.

3.2 Product Support

Support Services shall include unscheduled, on-call Support Services during the hours specified for the level of Support purchased ("**Designated Working Hours**"), provided after receipt of notice from Customer that Product is malfunctioning or otherwise appears to require support and after Quantum technical support has determined that an on-site visit is necessary. Service on a Quantum recognized holiday will be deferred to the next Quantum Business Day unless 7x24 support is purchased. Recognition of holidays is per custom in each country. A list of Quantum holidays is available upon request from your local service representative. The above reference time frames shall not apply to delivery of non-critical spare parts to remote locations.

3.2 Selection of Provider

Quantum shall determine, in its sole and absolute discretion, whether Quantum will provide the Support Services to Customer or whether Quantum will select a third party subcontractor to perform the Support Services. All requests for Support Services or communication regarding status or maintenance of the Product shall be made to Quantum.

3.3 Warranty Support

The warranty period and the level of service provided during the warranty period for each Product can be found in the Quantum Product Warranty Information Table at www.Quantum.com.

3.4 Uplifted/Extended Support

Uplifted and/or extended Support Services shall be available for purchase subject to regional availability and Product applicability, and provided on an on-call basis in accordance with the level of Support purchased by the Customer.

3.5 Parts Replacement

Replaceable parts shall be designated by Quantum as either a Customer Replaceable Unit ("**CRU**") or a Field Replaceable Unit ("**FRU**"). CRU's shall be replaced by Customer unless CRU replacement by Quantum is purchased pursuant to a Support Contract. FRU's shall be replaced by Quantum. Subject to any non-excludable rights that you may have under local law, replacement parts shall be either new or reconditioned, and shipped or replaced in accordance with the terms of the level of service purchased.

Certain Product may include spare parts as part of the initial Product shipment ("**Critical Spare Parts**"). Critical Spare Parts shall be utilized only upon authorization by Quantum after diagnosis by Quantum of the reported service issue.

Customer shall be responsible to replace used Critical Spare Parts, and arrange for acceptance of replacement parts and make them available at the time of on-site service. Delays in acceptance and/or failure to maintain stock of Critical Spare Parts may result in additional cost and/or delay in delivery of onsite service. The Product or parts of Product that are removed or replaced, either by Customer or Quantum will become property of Quantum and must be return shipped to Quantum within 10 business days. All replacement parts shipped to Customer shall be shipped DAP Customer site in accordance with INCOTERMS 2010. All replaced parts returned to Quantum by Customer shall be shipped DAP designated Quantum return facility in accordance with INCOTERMS 2010. Risk of loss while parts are in the care, custody, and control of Customer shall be with Customer. Damage to, loss of, or failure to return ship replaced parts within 10 business days shall be charged to the Customer and may result in withholding of support until resolution.

Subject to any non-excludable rights that you may have under the laws in your country, IN ORDER TO HAVE ACCESS TO SPARE PARTS, INCLUDING CRITICAL SPARE PARTS, PRODUCT MUST BE COVERED UNDER WARRANTY OR A THEN-CURRENT SUPPORT CONTRACT.

3.6 Exclusions

Support Services do not include: (a) replacement of parts and/or services to repair damage or errors resulting from accident, neglect, or misuse on the part of a party other than Quantum, or modification of Product not approved, authorized or directed by Quantum; (b) replacement of parts and/or services to repair damage resulting from any act of God, including but not limited to storms, fires, floods, and earthquakes; (c) replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or other facilities or environmental conditions unless such failure is caused by the negligent act or omission of Quantum; (d)

replacement or reconditioning of Product which Quantum reasonably believes cannot be reliably maintained or repaired because of excessive wear or deterioration not resulting from any negligent act or omission on the part of Quantum; (e) services on Product which Customer has moved or relocated without notifying Quantum; (f) services requested after unauthorized resale, transfer, or other assignment (actual or constructive) of Product; (g) services required as a result of use of Product beyond its rated capacity, not in accordance with manufacturer published specifications, or not in compliance with these Terms and Conditions or Documentation; (h) services performed outside of Designated Working Hours or after the term of these Terms and Conditions; provided, however, that if Quantum begins to perform services which would otherwise be covered Support Services less than two hours before the end of Designated Working Hours, the first two hours immediately following Designated Working Hours are considered covered by these Terms and Conditions; (i) on-site Software or Firmware Support; (j) services required for correcting Errors if Customer fails to implement any Error correction or Update made available by Quantum; (k) services in connection with removal, relocation or reinstallation of Product; (l) furnishing or replacing expendable supplies, including media such as cassettes, unless damaged by Quantum; (m) installation or maintenance on third party equipment or software, or on product not quoted by Quantum; and (n) production of written reports related to service performed. Service requested in writing for any of the above exclusions shall be considered Professional Services for which Quantum will charge an additional fee. THE OCCURRENCE OF EVENTS (A)-(G) ABOVE SHALL RENDER THE WARRANTY VOID AND/OR SUBJECT A SUPPORT CONTRACT TO TERMINATION.

3.7 Installation

Quantum Products or upgrades that are designated non-customer installable shall require purchase of Professional Services for installation from Quantum, and failure to do so and self-installing such Products or upgrades may void the applicable warranty and/or support contract.

3.8 Movement of Product

If Customer plans to move, relocate, or delete any part of the Product from a Support Services contract, Customer must provide Quantum with 30 days prior written notice. If Customer requests that Quantum dismantle, supervise, inspect, remove or reinstall the Product as part of any move, Quantum will provide a quote for such services. Whether Product is moved by Customer or Quantum, Customer shall be responsible for shipment of Product to new location. Considering the new location of the Product, Quantum may, in its sole discretion: (i) continue performance of Support Services with the condition that Customer is responsible for any additional mileage charges; (ii) terminate the Support Services contract; or (iii) designate a different provider. Movement of Product that is designated non-customer installable as designated by Quantum without notifying Quantum prior to the move shall void the Product warranty and/or any then current Support Contract. Manufacturer supplied packaging is required to move all or partial units to a new location to ensure safe transit and can be purchased from Quantum if not retained by Customer. Inadequate packaging may void the warranty, subject a support contract to termination and/or require Customer to recertify unit at Customer's cost.

3.9 Customer Responsibilities

In addition to responsibilities for fees hereunder, Customer will be responsible for: (a) properly using and controlling access to the Product; (b) permitting Quantum's access to Customer's facilities consistent with Customer's security and operational requirements; (c) promptly notifying Quantum if Customer becomes aware of any unsafe conditions or hazardous materials to which Quantum's personnel may be exposed at any of Customer's facilities; (d) complying with all applicable government laws and regulations; (e) providing prompt notice to Quantum of any malfunction or request for services for the Product; (f) providing full and accurate Product and service installation descriptions as necessary to allow Quantum to fulfill its duties hereunder; (g) performing visual inspection of Product; and, (h) performing standard operational activities. Upon Quantum's request, Customer will provide Quantum remote access to Quantum Product system performance data as reasonably required for Quantum to perform the Support Services and its other obligations hereunder. Obligations of Customer which must be fulfilled prior to Quantum performing any on-site services shall be communicated to Customer at the time services are scheduled.

3.10 Firmware

Customer is required to maintain the product at no more than one Firmware revision removed from current production Firmware level to ensure proper operation and servicing of the product. The Customer may be required to install the latest Firmware Update prior to making any CRU or FRU replacements. Quantum will provide Customer with information on any upgrade charges prior to installation of the upgrade. Firmware upgrades may be available for download and able to be installed

by Customer. At Quantum's discretion and upon prior notice to Customer, an additional fee may be levied for Firmware upgrades requiring an onsite visit.

3.11 Telephone Support

Telephone support included with a support contract purchase provides the following: (i) assistance in identifying and verifying causes of suspected Errors; (ii) work-around for identified Errors; (iii) answering questions regarding Software installation and configuration; and, (iv) answering questions regarding differences between Software versions.

3.12 Error Corrections

Quantum will use commercially reasonable efforts to correct any Errors reported by Customer (e.g., by providing a workaround or correction in a Update). If Customer encounters an Error with the Software, Customer must sufficiently define the Error to Quantum so that Quantum can reproduce the reported Error. Non-reproducible Errors may require dispatch of an engineer on-site, which will be charged on a time and materials basis. After receipt of any such written notice of an Error from Customer, Quantum will promptly notify Customer if Quantum cannot reproduce the Error. If Quantum cannot reproduce the Error, Customer will provide such additional information regarding the Error as Quantum may request in order to assist Quantum with reproducing the Error. Customer will provide a separate written notice for each Error encountered by Customer. In its notice of an Error, Customer will reasonably classify for Quantum the initial priority of the Error. Customer will use the nature of the Error and Customer's business circumstances to initially classify each Error. Customer will classify each Error as a Critical Error, Major Error or Minor Error. To the extent that Quantum disagrees with any Error classification provided by Customer, Quantum will promptly advise Customer of the revised classification of any Error.

3.13 Updates and Upgrades

During such periods that Customer purchases Support Services hereunder and pays all fees in connection therewith, Quantum will make available to Customer any and all Updates at no additional charge to Customer. Customer will install any and all Updates within a reasonable time after receipt of such Update or notice of availability. Support is available only for the Update that is currently shipping and the immediately prior Update. Support for the immediate prior Update shall be available for no longer than 12 months after a new Update is generally available. Quantum will provide Customer with access to Updates through Quantum's web site (www.Quantum.com). These Updates and/or patches will be customer installable, with technical assistance available from Quantum's Technical Assistance Center. Changes to Software designated by Quantum as Upgrades are sold separately and not included in a contract for Support Services. Quantum on-site installation services for Updates and/or Upgrades shall be available to Customer for a fee as Professional Services.

3.14 Limited Support Services

Limited Support contracts are offered by Quantum for the prices and duration quoted. Limited Support consists of support for errors which can be remedied utilizing the bug fixes and updates then known to Quantum, and does not include support for resolution of novel errors or bugs.

4. Services Warranty

SUBJECT TO THE LIMITATIONS SET FORTH HEREIN, QUANTUM WARRANTS TO THE END-USER CUSTOMER THAT THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP FOR SIXTY DAYS FROM THE DATE SUCH SERVICES ARE RENDERED, OR THE REMAINING TERM OF THE THEN CURRENT AND PAID FOR SUPPORT SERVICE PERIOD, WHICHEVER IS LONGER, AND WILL BE PERFORMED BY FULLY TRAINED AND COMPETENT PERSONNEL IN ACCORDANCE WITH INDUSTRY STANDARD TECHNICAL AND PROFESSIONAL PRACTICES AND PROCEDURES. IF A DEFECT COVERED UNDER THIS WARRANTY IS FOUND AND REPORTED TO QUANTUM, SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, QUANTUM WILL, AT ITS DISCRETION AND AS ITS SOLE RESPONSIBILITY AND LIABILITY, AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE MEANS TO CORRECT SUCH DEFECT OR IN THE CASE OF PROFESSIONAL SERVICES REFUND TO CUSTOMER THE SUMS PAID BY CUSTOMER FOR THE DEFECTIVE PROFESSIONAL SERVICES.

5. Disclaimers and Limitations on Liability

THE WARRANTIES EXPRESSED HEREIN ARE THE ONLY WARRANTIES MADE BY QUANTUM WITH RESPECT TO THE SERVICES. QUANTUM DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL CUSTOMER REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE. QUANTUM EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS, LIABILITIES, CUSTOMER'S RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE. IN NO EVENT SHALL QUANTUM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS OR LOST PROFITS OR SAVINGS, EVEN IF QUANTUM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER'S RIGHTS AS STATED HEREIN ARE ITS EXCLUSIVE REMEDIES. EXCEPT FOR QUANTUM'S LIABILITY BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR A VIOLATION OF LAW, QUANTUM'S CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THE PRODUCTS OR SERVICES MAY NOT EXCEED THE PRICE PAID FOR THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM. Quantum and its subsidiaries, directors, officers, employees and providers shall in no way be liable for any and all actions, causes of action, liability, claims, suits, judgments, liens, awards or damages of any kind and nature whatsoever (hereinafter referred to as "**Claims**") for property damage, personal injury or death (including without limitation claims brought by and liabilities to employees of Customer or Quantum or to any other persons) and expenses, costs of litigation and reasonable attorneys' fees related thereto, to the extent such claims arise from any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum) arising out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing Services hereunder. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of Services, may be brought by either party more than six (6) years after such cause of action accrued.

6. Proprietary Information

Pursuant to these Terms and Conditions, each party (the "**Disclosing Party**") may occasionally provide the other (the "**Receiving Party**") with its confidential and/or proprietary information (e.g., equipment, services, components, instruction manuals or installation information, trade secrets, know-how, ideas, concepts and methodologies, customers, prices, product roadmaps, operations and plans and data, etc.) ("**Proprietary Information**"). The Receiving Party acknowledges that use or disclosure of Proprietary Information of the Disclosing Party in any unauthorized manner will destroy its value to the Disclosing Party. Unless the Disclosing Party agrees otherwise in writing, the Receiving Party (including its employees, agents and contractors) (i) will not sell, disclose, copy or reproduce any Proprietary Information of the Disclosing Party; (ii) will only permit or allow access to Proprietary Information of the Disclosing Party to those employees or third parties who require such access in order to perform work on the Disclosing Party's behalf pursuant to these Terms and Conditions; (iii) agrees to protect the Proprietary Information of the Disclosing Party as carefully as it would protect its own proprietary information but never less than a reasonable standard of care; (iv) agrees to be responsible for any unauthorized use or disclosure of Proprietary Information of the Disclosing Party by any of its employees, agents or contractors; and (v) agrees to leave intact all copyright, patent, trademark, confidentiality and similar notices in connection with the Proprietary Information of the Disclosing Party. The parties agree to return all Proprietary Information to the Disclosing Party upon the termination of these Terms and Conditions. Quantum recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. Classified Environments

Purchases of Services (of any kind) to be located, utilized or performed in US federally classified environments, and requiring response or services by cleared personnel, must be supported by a DD254 which must be generated by the Prime Contractor or the appropriate US Government Agency and issued to Quantum before services can be provided. Failure to do so may result in a delay of or inability to provide service for which Quantum shall not and does not assume liability. Customer shall, at or before the time of purchase, (1) confirm to Quantum whether classified environments are involved, (2) if so, that a DD254 will be issued, and (2) provide the name and contact information for the responsible Prime Contractor Contracting Officer.

8. Notices

All notices, demands, and other communications called for or required by these Terms and Conditions shall be in writing and shall be addressed to the parties at their respective corporate headquarter addresses or to such other address as a party may

subsequently designate by ten days' advance written notice to the other party except as otherwise provided in these Terms and Conditions.

9. Integration and Notification

Each party acknowledges that it has read these Terms and Conditions, understands it, and agrees to be bound by it. The parties further agree that these Terms and Conditions are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Any provisions or conditions of any purchase order or other document submitted by Customer which are in any way inconsistent with or in addition to these Terms and Conditions are hereby rejected and shall not be binding upon Quantum. No waiver or modification of these Terms and Conditions or of any provision contained herein shall be valid unless in writing and duly executed by Quantum and Customer.

10. Choice of Law

These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the USA without regard to any conflict of laws rules thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11. Severability and Waiver

In the event that any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by applicable law and the remaining provisions shall continue in full force and effect. Failure or delay on the part of any party in exercising any rights, power, or privileges under these Terms and Conditions shall not be deemed a waiver of such right, power or privilege.

12. Force Majeure

Excusable delays shall be governed by FAR 52.212-4(f) .

13. Assignment

Neither party may assign its benefits or delegate its obligations under these Terms and Conditions without the advance written consent of the other party.

Acknowledged and Agreed, by the following parties:

Quantum Corporation,

[Customer],

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____