



Quantum.

Sales and Support Terms and Conditions

These Quantum Sales and Support Terms and Conditions (“Terms and Conditions”) set 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. A previously executed reseller, distributor, master purchase, master services, or a similar agreement setting forth terms of purchase of products and/or services from Quantum by Customer in effect at the time of this purchase will take precedence over these Terms and Conditions. Otherwise, Quantum’s assent to any agreement between Quantum and the purchaser (“Customer”) for any sale in connection with a Quantum Sales Quote (“Quote”) is expressly conditioned on Customer’s assent to these Terms and Conditions. Customer’s assent will be conclusively presumed if Customer responds by issuance of a purchasing document. Any different, conflicting, or additional terms in Customer’s purchasing document are objected to and deemed rejected unless expressly approved by an officer of Quantum in writing. Capitalized terms shall have the meaning prescribed herein.

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.

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. The accuracy of a Quote is dependent largely upon factors at Customer’s site and the particulars of Customer’s specific network and hardware configuration. Quantum does not warrant the accuracy of its Quotes in terms of sizing, configuration, cabling, porting, and other details specific to Customer’s network. Pricing may differ based upon configuration at the installation site. Service pricing may change based upon changes in configuration or site location.

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

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. The price is exclusive of, and Customer agrees to pay, any applicable federal, state, local or foreign sales or use taxes, tariffs, customs, duties and other governmental charges, and shipping charges.

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.

4.3 Fees for Professional Services

Professional Services may be provided for a fixed fee, or at Quantum's standard published hourly rates on a time and materials basis. All such time and materials charges will include actual travel time and travel expenses, as well as costs incurred due to waiting, rescheduling, or other accommodations made as a result of lack of Customer availability or of preparation by the Customer for services scheduled. Quantum will provide an estimate of total costs prior to performance of Professional Services on a time and materials basis. This estimate shall be non-binding unless otherwise specified in writing.

4.4 Service Re-Enrollment Fee

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, Quantum may assess a re-enrollment fee in addition to the fees for the upcoming Support Term.

4.5 Payment

For purchases made directly to Quantum, Customer shall either prepay (<https://directpay.quantum.com>) or complete a credit application (www.quantum.com/credit) requesting payment terms. Payment shall be due in full within thirty days from the 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. This cancellation right is subject to a cancellation charge of fifteen percent of the purchase price.

6. Termination of License Subscription

Either party shall have the right to terminate a Software License Subscription for convenience upon written notification of termination to Quantum 90 days prior to termination. Quantum shall have the right to terminate a Software License Subscription immediately upon Quantum's determination of breach of the terms of use or upon non-payment. Upon expiration or termination of a 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 warranted directly to Customer by the third party. 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 THAT PRODUCTS 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. 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.

NOTE: FOR PRODUCT SOLD IN AUSTRALIA, PLEASE REFER TO THE NOTICE ATTACHED TO THESE TERMS AND CONDITIONS REGARDING THE WARRANTY APPLICABLE IN AUSTRALIA. THIS NOTICE ALSO

CONTAINS IMPORTANT INFORMATION ABOUT OTHER RIGHTS YOU MAY HAVE UNDER AUSTRALIAN LAWS IN RESPECT OF QUANTUM PRODUCTS, SaaS, AND CLOUD SERVICES.

9. LIMITED SUPPORT SERVICES AND PROFESSIONAL SERVICES WARRANTY

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS 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, 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 one (1) year after such cause of action accrued.

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, 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.

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 full 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. Indemnification by Customer

Customer shall defend (with counsel approved in advance in writing by Quantum), indemnify and hold Quantum, and its employees, agents, owners, affiliates and customers harmless from and against any and all actions, claims, damages, liabilities, and losses arising from (i) the use, sale, or manufacture by Quantum, Customer or any third party of any of the Products, Support Services, Professional Services, SaaS, or Cloud Services produced, in whole or in part, to Customer's specifications; or (ii) any breach

hereof by, or any actions or omissions of Customer or its agents or contractors in connection with the Products, Support Services, Professional Services, SaaS, or Cloud Services.

15. Compliance with Laws

15.1 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.

15.2 Import/Export/Re-Export

15.2.1 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.

15.2.2 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.

15.2.3 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. Customer shall indemnify Quantum without limit from and against any loss, damage, cost, expense claim, demand, liability, judgment, detriment, fine or compensation it incurs as a result of any breach of data protection rules due to Customer's activity in allowing such access.

15.3 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 data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments or consolidations thereof in relation to Customer's collection, processing and provision of personal data and sensitive personal data ("Data") provided to Quantum in connection with SaaS or Cloud Services; (c) shall indemnify and keep Quantum indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of the above provisions by Customer and/or Customer's employees, agents and/or sub-contractors; 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.

16. SaaS and Cloud Services

Quantum's SaaS and Cloud Services shall be provided under these Terms and Conditions supplemented by the Acceptable Use Policy, Terms of Service, and Product Services Descriptions accompanying the download and available at www.quantum.com, and hereby incorporated by reference. Download

and/or use of SaaS or Cloud Services constitutes acceptance of the terms of the aforementioned documents.

17. 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, and Customer will indemnify, defend (with counsel approved in advance in writing by Quantum) and hold harmless Quantum against any and all claims, costs, damages, expenses and liabilities arising out of or in connection with any such use.

18. 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.

19. 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 (i.e. exceeding the number of client devices or capacity designated at the time of sale) 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 48 C.F.R. 227.7202-3, as applicable, and (b) the U.S. government’s rights are limited to those specifically granted to Customer pursuant to

said license agreement. The contractor/manufacturer is Quantum, 1650 Technology Drive, San Jose, CA 95110.

20. Support Services

20.1 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 weekend day 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 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; "Feature Upgrades" means Software changes resulting in new functionality or features and for which Quantum separately charges its customers in the normal course of its business. "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; "Release" means changes to Software or Firmware that Quantum designates as bug fixes, or as minor or incremental updates; "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; and "Support Term" means the period of the fully paid Support Contract, available for purchase on a one year or multi-year basis.

20.2 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.

20.3 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 unless and until terminated in accordance with the terms herein. Quantum will not be obligated to provide any Support Services, Releases, or other support after the end of the Support Contract. If either party commits a material breach of or default, then the other party must give the other party a reasonable opportunity to cure the breach or default. If the other party fails to timely cure the specified breach or default, then the Support Term will terminate upon receipt of notice of termination.

20.4 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.

20.4.1 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 following these Terms and Conditions.

20.4.2 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.

20.4.3 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 the laws in your country, replacement parts shall be either new or reconditioned, and shipped or replaced in accordance with the terms of the level of service purchased. 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, PRODUCT MUST BE COVERED UNDER WARRANTY OR A THEN-CURRENT SUPPORT CONTRACT.

20.4.4 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 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 Release 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. Service requested for any of the above exclusions shall be considered Professional Services for which Quantum will charge an additional fee. WITH THE EXCEPTION OF EVENTS SPECIFIED IN (H)-(M) ABOVE, THE OCCURRENCE OF ANY OF THESE EVENTS SHALL RENDER THE WARRANTY VOID AND/OR SUBJECT A SUPPORT CONTRACT TO TERMINATION.

20.4.5 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.

20.4.6 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. Inadequate packaging may void the warranty, subject a support contract to termination and/or require Customer to recertify unit at Customer's cost.

20.4.7 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; and (f) providing full and accurate Product and service installation descriptions as necessary to allow Quantum to fulfill its duties hereunder. Upon Quantum's request, Customer will provide Quantum remote access to Customer's computer systems 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. If Customer obligations are not complete upon arrival of the Quantum engineer, Quantum shall have the right to withdraw the engineer and reschedule once Customer obligations are fulfilled, or Charge customer the standard rate plus expenses for any time spent on-site while waiting for obligations to be fulfilled. Customer shall advise Quantum of any non-business hour or weekend requirements at the time of scheduling on-site services and may be charged up to a 50% rate increase.

20.4.8 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 upgrade Firmware to latest released level 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 via remote access to the customer's system through the Remote Management Utility ("RMU"). At Quantum's discretion and upon prior notice to Customer, an additional fee may be levied for Firmware upgrades requiring an onsite visit, either as a result of a library not having an RMU, or as a result of Customer's request.

20.4.9 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.

20.4.10 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 Release). 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.

20.4.11 Releases and Feature 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 new Releases at no additional charge to Customer. Customer will install any and all new Releases within a reasonable time after receipt of such new Release. Support is available only for the Release that is currently shipping and the immediately prior Release. Support for the immediate prior Release shall be available for no longer than 12 months after a new Release is generally available. Any new Release delivered to Customer under these Terms and Conditions will assume the Support Term of designated Software. Quantum will provide Customer with access to new Releases through Quantum's web site (www.Quantum.com). These new Releases and/or patches will be customer installable, with technical assistance available from Quantum's Technical Assistance Center. New Releases containing Feature Upgrades will be available without cost under this section, but will not include the functionality of the

Feature Upgrade unless the Feature Upgrade is purchased at Quantum's then-current list price. Quantum will provide Customer with information on any Feature Upgrade charges prior to installation or activation of the Feature Upgrade. Quantum on-site installation services for new Releases and/or Feature Upgrades shall be available to Customer for a fee as Professional Services.

21. 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.

22. 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.

23. Choice of Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

24. 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.

25. Force Majeure

Neither party will be liable hereunder for, or be considered to be in breach of or default under these Terms and Conditions on account of, any delay or failures to perform as required by these Terms and Conditions if such delay or failure is due in whole or substantial part to causes or conditions beyond such party's reasonable control which render timely performance hereunder commercially impracticable, including without limitation strikes, riots, wars, government regulations or acts, acts of God or the elements, fire, flood, material shortages or other causes. The existence of such causes of delay shall justify extension of the time of performance to the extent reasonably necessary to enable such party to satisfy its obligation hereunder after the cause of delay has been removed.

26. 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 unless in the context of a sale of all or substantially all of the assigning parties' assets to another entity who is not a competitor to the non-assigning party and who has a reasonably acceptable credit rating.

Quantum Product Warranty Information

Quantum Product warranties are provided in the Quantum Sales and Support Terms and Conditions for the term and under the conditions further specified below, and subject to the Regional Limitations herein. The warranty is independent of, and its term runs concurrent with, any support agreement that is purchased at the time of product purchase. Customer shall be responsible for installation of products and components specified in the Product Warranty Information table or on Quantum's website as Customer Installable or as Customer Replaceable Units (CRUs). Assistance in installing Customer Installable Units or replacing CRUs can be purchased from Quantum on a time and materials basis or as an uplift of a Support Contract. Service Requests (SRs) can be submitted via Quantum's Online Service Request Form or telephone 24x7x365. SRs will receive a response no later than the next business day. Telephone support will include diagnosis of covered warranty issues and determination of necessary parts replacement. Replacement Parts will be shipped within one business day of Quantum's determination that a replacement part is required. Customer will perform the replacement and return all parts identified by Quantum as Customer Replaceable Units ("CRUs"). Parts identified by Quantum as Field Replaceable Units ("FRUs") will be replaced onsite by a Quantum Field Engineer or Quantum Authorized Service Provider within one day of Quantum's determination that parts replacement is required.

Product/Service	Warranty Term	Installation Requirement (ASP = Authorized Service Provider)	Support Contract Included with Product Purchase	Special Warranty Provisions
SuperLoader 3, SuperLoader 3A (-YF Models)	1 Year	Customer Installable		Warranty support includes Rapid Exchange within 2 business days of Quantum's determination that Replacement Unit is required.
SuperLoader 3 (-YE Models)	3 Years	Customer Installable		
Quantum Standalone Tape Drives	3 Years	Customer Installable		
NDX Series	3 Years	Customer Installable		
GoVault	3 Years	Customer Installable		
Scalar Key Manager High-Availability Appliance	3 Years	Customer Installable		
RDX 8000	3 Years	Customer Installable		
Scalar i40/Scalar i80	1 Year	Customer Installable		
Scalar i500	1 Year	Scalar i500 5U and 14U Customer Installable		
Scalar i500	1 Year	9U, 23U, 32U, 41U - Quantum or Quantum ASP		
Scalar i2000, Scalar i6000, Scalar 10K, PX720	1 Year	Quantum or Quantum ASP	1 Year Bronze	
Scalar LTFS Appliance	1 Year	Customer Installable	1 Year Bronze	
DXi4000 Series	1 Year	Customer Installable	1 Year Bronze	
DXi47xx	1 Year	Customer Installable		
DXi6000 Series	1 Year	Customer Installable	1 Year Bronze	
DXi7500	1 Year	Quantum or Quantum ASP	1 Year Bronze	
DXi8500	1 Year	Quantum or Quantum ASP	1 Year Bronze	
vmPRO 4000 Series	1 Year	Customer Installable	1 Year Bronze	
vmPRO Software	90 Day	Customer Installable		Purchase of one-year Software Silver (5x9 Phone Support) or Gold (7x24 Phone Support) Support Plan required with purchase of Product.
DXi V1000 Software	90 Day	Customer Installable		
StorNext, StorNext FX	90 Day	Quantum or Quantum ASP Recommended		
Q-EKM Software Licenses	90 Day	Quantum or Quantum ASP		
Scalar Key Manager Software Licenses	90 Day	Customer Installable		
StorNext Metadata Appliances (M330/M440/M660)	1 Year	Quantum or Quantum ASP	1 Year Bronze	
StorNext Q-Series Storage	3 Years	Quantum or Quantum ASP		
StorNext QX1200/QX2400	3 Years	Quantum or Quantum ASP		
StorNext G300 Gateway	1 Year	Quantum or Quantum ASP	1 Year Bronze	
StorNext AEL Archive	1 Year	Quantum or Quantum ASP		Purchase of one-year Bronze, NBD Gold, or Gold Support Plan required with purchase of Product
Lattus Object Storage	1 Year	Quantum or Quantum ASP		
Vision	90 Day	Customer Installable	3 Years 5x9 Telephone Support	
Scalar Key Manager High-Availability Virtual Machine Pair	90 Day	Customer Installable	3 Years 5x9 Telephone Support	
DXi V1000 Software Subscription	N/A	Customer Installable	Length of the Subscription 7x24 Telephone Support	
DXi V4000 Software Subscription	N/A	Customer Installable	Length of the Subscription 7x24 Telephone Support	
Quantum Q-Cloud Services	N/A	Customer Installable	Length of the Subscription 7x24 Telephone Support	
Tape Media	Lifetime replacement or repair if defective in material or workmanship at the time of purchase (and not due to normal or negligent use).			

Product/Service	Warranty Term	Installation Requirement (ASP = Authorized Service Provider)	Support Contract Included with Product Purchase	Special Warranty Provisions
Third Party Branded Products resold by Quantum	Unless specified above, all third party branded hardware and software is provided AS IS. However, the non-Quantum supplier or publisher may provide their own warranty to the end-user.			

Quantum Warranty Regional Limitations

- Warranty support is available from Quantum in the following countries:** Australia, Austria, Belgium, Canada, China, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Guernsey, Hong Kong, Hungary, Ireland, Italy, Japan, Jersey, South Korea, Latvia, Lithuania, Luxembourg, Macau, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States. Warranty support may not be available in island locations.
- Warranty support is available from quantum or a local Quantum Authorized Service Provider in the following countries:** Andorra, Argentina, Aruba, The Bahamas, Bahrain, Barbados, Belarus, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Chile, Costa Rica, Croatia, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Fiji, French Guiana, Gabon, Gambia, Ghana, Gibraltar, Guadeloupe, Guam, Guatemala, Honduras, India, Indonesia, Isle of Man, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Liechtenstein, Macedonia, Madagascar, Malta, Martinique, Moldova, Morocco, Namibia, Nigeria, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Qatar, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Sri Lanka, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Uruguay, Venezuela, Vietnam, Zambia, Zimbabwe.
- Warranty support is not available at this time, and Customers may be asked to act as the importer of record, in the following countries:** Afghanistan, Akrotiri, Albania, Algeria, American Samoa, Angola, Anguilla, Antarctica, Antigua and Barbuda, Armenia, Ashmore and Cartier Islands, Azerbaijan, Bangladesh, Belize, Benin, Bhutan, British Virgin Islands, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Christmas Island, Comoros, Democratic Republic of Congo, Republic of the Congo, Cook Islands, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Europa Island, Falkland Islands, Faroe Islands, French Polynesia, Glorioso Islands, Greenland, Grenada, Guinea, Guinea-Bissau, Guyana, Haiti, Iceland, Iraq, Kyrgyzstan, Laos, Lesotho, Liberia, Libya, Malawi, Maldives, Mali, Mauritania Myanmar, Mauritius, Mayotte, Miquelon, Mongolia, Montserrat, Mozambique, Nauru, Nepal, New Caledonia, Nicaragua, Niger, Niue, Palau, Reunion, Rwanda, Saint Pierre, Samoa, Senegal, Seychelles, Sierra Leone, Somalia, Suriname, Swaziland, Tajikistan, Timor-Leste, Togo, Tokelau, Tonga, Turkmenistan, Tuvalu, Uzbekistan, Vanuatu, Wallis and Futuna, Western Sahara, Yemen.
- Prohibited Countries:** Cuba, Iran, Syria, Sudan, and North Korea.

Australia Warranty Notice: Your Consumer Rights

This document sets forth information on the warranty applicable for products sold to end-users in Australia by Quantum or one of its Authorized Resellers or Distributors, the term of the warranty for the product or service purchased, and how to make a warranty claim.

In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. These guarantees apply where you purchase a Quantum product as a 'consumer' within the meaning of the Australian Consumer Law.

For further information on Australian consumer rights visit:

www.consumerlaw.gov.au and www.accc.gov.au/consumer/guarantees

The benefits provided by this Australian warranty are in addition to and do not affect any of your rights as a consumer under the Australian Consumer Law and other relevant statutes. Subject to your non-excludable rights under the Australian Consumer Law and to the extent permitted by law:

- The warranties expressed herein are the only warranties made by Quantum and Quantum expressly disclaims and excludes all other warranties, obligations, liabilities, rights and remedies, express or implied, oral or written.
- Quantum expressly excludes any liability to Customer, end-user 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 related to the products, the use or loss of use thereof, even if Quantum is aware of the possibility of such damages, and even if the exclusive remedies stated herein fail of their essential purpose.
- Your rights as stated herein are your sole and 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 these terms and conditions may not exceed the most recent annual fee or the price paid for the product.

Warranty Term

Subject to any rights you may have under the Australian Consumer Law, should your product or service fail to perform in accordance with the product specifications within the Warranty Term specified in the Quantum Product Warranty Information table attached to the above Sales and Service Terms and Conditions, Quantum will, in its sole discretion, repair, replace or accept return of the product, or correct or terminate the service. The Warranty Term begins on the date of shipment. During the Warranty Term, Quantum will also provide as standard for a particular product, the level of support specified in the Quantum Product Warranty Information table. Hardware and Software Support are further defined in the Section of the Sales and Service Terms and Conditions entitled "Uplifted/Extended Support."

Warranty Claims

In order to be eligible for a claim, you must be the original end-user purchaser of Product or service from Quantum directly or through a Quantum Authorized Reseller or Distributor, and the claim must not have resulted from 1) damage resulting from accident, neglect or misuse; 2) modification, adjustment, or movement of Product or service not performed, approved, authorized or directed by Quantum; 3) damage resulting from any force majeure, including but not limited to storms, fires, floods, and earthquakes; 4) damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection; 5) excessive wear or deterioration; and/or 6) use of the Product beyond its rated capacity or not in accordance with specifications.

If you think you have a warranty claim, please contact Quantum via the process outlined below.

Australia toll-free number:	1 800 285435
Toll number:	011-1-720-249-5700 (US Service Location)
<p>1. Online General Product Warranty Claim: http://www.quantum.com/osr</p> <p>For Quantum products not listed in Sections 2 and 3 below (i.e. Scalar, DXi, StorNext, etc.), if you have registered your product for on-line service requests, you can also submit a warranty claim or service request directly via our website at http://www.quantum.com/osr which will prompt our Technical Support team to contact you.</p> <p><i>If you are unable to open the service request online or have not received a call back within an hour after submitting the service request, please contact the Quantum Technical Assistance Center directly on the phone numbers listed above.</i></p> <p>Should your claim necessitate return shipment, Quantum will provide shipment instructions and bear the cost of shipment of replacement products and/or parts, as well as return shipment of defective products and/or parts.</p>	
<p>2. Online Standalone Tape or Removable Disk Drive Warranty Claims: www.Quantum.com/DriveSupport</p> <p>For DLT®, LTO, DAT/DDS or Travan-based tape drives, or GoVault or RDX disk unit, you can submit a warranty claim or service request using the webform provided at www.Quantum.com/DriveSupport. You will receive a Return Authorization (RA) number and return shipment address in an e-mail which will be sent to you following submission of your request. You must ship the product at your cost and ensure proper packaging. You must use a traceable carrier (FedEx, UPS etc.), and ensure the RA number is included in the address and is clearly visible on the box.</p>	

3. Online Quantum Branded Media Warranty Claims:

<http://www.quantum.com/TapeMediaRARRequest>

Upon submission of an online form via the above link, Quantum will issue a Return Authorization (RA) number for valid claims via e-mail within the next business day. Once the RA number is obtained from Quantum Support, please follow the instructions described below and in the e-mail to properly return your tape media. For media returns, ensure that the media has the Quantum logo printed on the casing and the media is properly packaged for shipment. Recommended media packaging/shipment procedures can be found at:

<http://www.quantum.com/ServiceandSupport/WarrantyInformation/PackagingInstructions/Index.aspx>

Note: The Quantum Media Packaging Instructions assumes you do not have the original packaging the cartridges were shipped in. If the original packaging is going to be used, ensure any empty space created by removed cartridges is filled with bubble wrap to prevent the shipped cartridges from shifting around inside the box.

Caution: Do not use peanut or popcorn packaging material. Granulated packing material may cause damage and allow shifting inside the package. Your warranty will be voided if not packed according to these instructions.

Send the Media to the address below. You must ship the product at your cost and ensure proper packaging. You must use a traceable carrier (FedEx, UPS etc.), and ensure the RA number is included in the address and is clearly visible on the box.

KWE-Kintetsu World Express (S) Pte Ltd
Quantum Storage Singapore PTE LTD
c/o Kintetsu World Express
Attn: Media RA # xxxxxx
20 Changi South Avenue 2
Singapore, 486547

To help us resolve your warranty claim or service request quickly, please contact Quantum when unit is powered on and be prepared to provide the following information:

- | | | | |
|---|---------------------------|----|---|
| 1 | Serial number of unit | 6 | Content of any error messages |
| 2 | Operating system utilized | 7 | Ability to duplicate problem |
| 3 | Back-up software utilized | 8 | Name of Company |
| 4 | Date of installation | 9 | Name, e-mail, and phone number of on-site Contact |
| 5 | Brand of media utilized | 10 | Location of unit (physical address) |

This warranty is given by:

Quantum Corporation

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