

Quantum Purchase Order Terms and Conditions

Quantum Purchase Order Terms and Conditions

1. Sole Agreement

Quantum purchase orders are expressly limited to the terms and conditions set forth herein (the purchase order and the terms and conditions, collectively the "Purchase Order"). Purchase Orders constitute the entire agreement between Quantum Corporation and its subsidiaries (hereinafter "Quantum") and the supplier supplying goods or providing services to Quantum (the "Seller") and shall not be affected in any way for any reason by terms (including, without limitation, trade usage, past practice, and/or prior agreement or dealings) not set forth herein. No acknowledgement, delivery receipt, or other document forwarded by Seller to Quantum containing terms or conditions other than those specified herein, shall be binding on Quantum. The Purchase Order may be amended only by a writing referencing the Purchase Order and signed by an authorized representative of Quantum.

2. Purchase Orders

Quantum may order goods or services (collectively, "Material") in writing on Quantum's purchase order form by mail, facsimile or electronically. Purchase Orders shall be deemed issued on the date that the Seller receives such order by mail, facsimile or electronic means. Seller shall have two (2) business days to accept issuance or reject each Purchase Order by mailing a written acknowledgment or rejection to Quantum. By not rejecting the Purchase Order within such two (2) day period, Seller shall be deemed to have accepted it. In addition, Seller shall have accepted the Purchase Order upon Seller's acceptance by any other lawful means, including but not limited to Seller's (i) confirmation of its performance, (ii) timely delivery of any conforming goods, (iii) beginning of requested performance, or (iv) acceptance of any payment under the Purchase Order. No Purchase Order shall be binding unless it is received from an authorized Quantum representative.

3. Materials Purchased for Resale:

Materials purchased by Quantum for resale to Quantum's customers under Seller's brand shall be purchased under the terms and conditions of this Purchase Order. Quantum shall be authorized to resell Seller's Materials as third party branded Materials. As to the end-user customer, such Materials shall be subject to the license terms, warranty and other terms and conditions to the end-user customer as provided and published by the Seller. Seller agrees to hold harmless, defend, and indemnify Quantum against any and all claims related to Materials resold under this section.

4. Delivery

The Purchase Order shall state Quantum's requested delivery dates and, if applicable, delivery locations, which shall be agreed upon by both parties. TIME IS OF THE ESSENCE WITH RESPECT TO ALL DELIVERIES TO BE MADE HEREUNDER. Seller shall deliver the Material to and/or render services at the agreed upon location, and on the agreed upon date or dates, unless prior written approval of any change in such delivery date or dates or locations is given to Seller by an authorized representative of Quantum. If Seller delivers Material more than three (3) days in advance of the scheduled delivery date, Quantum may

either return such Material at Seller's expense for subsequent delivery on the original delivery date or retain such Material and postpone payment until it would have been due if Seller had delivered Material as scheduled. Without limiting any of Quantum's rights and remedies in equity or law, if Seller is more than one (1) day late in meeting the scheduled delivery date, Quantum may require that Seller ship the Material via premium means bearing the incremental premium shipping charges and other related costs or Quantum may cancel the order for Material without liability to Quantum. Seller shall be also liable for charges, costs, product loss, or product damage resulting from the failure or neglect to follow and meet Quantum's routing instructions. Seller shall deliver the exact quantity of Material on the committed delivery dates. If Seller delivers less than the committed requirement, Seller shall correct the shortage within a two (2) day period. If Seller fails to correct such shortage within this period, without limiting Quantum's rights and remedies in equity or law, Quantum may cancel and/or return all or part of the order without cost or liability to Quantum. If Seller delivers more than the quantity ordered, Quantum may return any excess Material at Seller's risk and expense.

5. Facilities, Personnel, Tools, Equipment and Special Tooling

Seller hereby represents, warrants and agrees that Seller has the facilities, personnel, tools and equipment required to fulfill the Purchase Order.

Any tools and equipment, or any replacements thereof, or any materials affixed or attached thereto at any time furnished to Seller by Quantum or paid for by Quantum, or the cost of which or any charge or allowance to cover any depreciation and/or amortization thereof is included in providing the price specified in the Purchase Order, or paid for separately by Quantum, or which is based upon any design or process confidential or proprietary to Quantum (hereinafter collectively called "Special Tooling"), shall be and remain the sole property of Quantum. Each item of Special Tooling shall be plainly marked or adequately identified by Seller as "Property of Quantum Corporation" and shall be safely stored apart from Seller's property. Special Tooling, while in Seller's care, custody, possession or control shall be kept in good condition and Seller shall bear all risk of loss thereof and damage thereto, normal wear and tear excepted. Special Tooling shall be insured by and at the expense of Seller, with Quantum being named as loss payee, against all risk of loss or damage in an amount equal to the full replacement value, and Seller will forward proper evidence of such insurance to Quantum upon request. Quantum shall be entitled to sole and exclusive possession of any and all Special Tooling upon demand, if and when Quantum requests possession. At Quantum's request, Seller shall prepare such Special Tooling for shipment and shall deliver same to Quantum pursuant to Quantum's shipping instructions, at Quantum's expense. Seller shall not directly or indirectly use any Special Tooling paid for by Quantum to or for the benefit of a third party, whatever, nor will Seller ever permit the use of any such tooling so that it, in any way, accrues to the benefit of any competitor of Quantum or to the detriment of Quantum in any way. Seller agrees not to mortgage, pledge, sell, lease, or otherwise encumber, dispose of or subject to a lien or security interest any Special Tooling which is the subject of or covered by the Purchase Order.

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6. Equal Employment Opportunity and Affirmative Action. (applicable only to Sellers located in the United States)

Seller will fully comply with all provisions of the equal employment opportunity clause required by Section 52.22-26, Federal Acquisition Regulation, incorporated herein by reference and contained in Section 202 of Executive Order 11246, as amended, and with all implementing rules, regulations, and orders of the Secretary of Labor. Seller will further comply with the affirmative action for disabled and Vietnam Era veterans' clause and the affirmative action for the handicapped clause required respectively by Sections 52.222-35 and 52.222-36, Federal Acquisition Regulation, incorporated herein by reference and contained in 41 CFR 60-250.4 and CFR 60-741.5. **Seller and any subcontractor shall also abide by the requirements of 41 C.F.R. § 60-1.4(a), 29 C.F.R. § 471, Appendix A to Subpart A, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Seller and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Seller will, in all solicitations or advancements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Seller's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Seller will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Seller will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Seller will include the provisions of the foregoing in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of

Labor as a means of enforcing such provisions including sanctions for noncompliance.

7. Pricing

Prices as specified in the Purchase Order are not subject to increase unless an authorized Quantum representative agrees to such increase in writing. Prices include all charges, including without limitation, use of facilities and tooling (except for Special Tooling) required by Seller for performance hereunder, packaging, packing, customs duties imposed before shipment, and all taxes except sales, use, and other such taxes imposed upon the sale or transfer of Material for which Quantum is solely responsible under applicable law and for which Quantum is properly invoiced by Seller. Seller represents that the prices to be paid by Quantum shall not exceed the prices charged to any other customer of Seller for Material that is the same or substantially similar, taking into account the quantities and delivery schedule. In addition to all other rights and remedies Quantum may have, Seller shall refund any excess amounts paid by Quantum within thirty (30) days of Quantum's payment of such amount or Seller's discovery that Quantum paid such excess amount. Quantum shall be entitled at all times to set off any amount owing at any time from Seller to Quantum, any of its divisions or any of its affiliated companies, against any amount payable at any time to Seller by Quantum, any of its divisions or any of its affiliated companies.

8. Changes

By a writing, signed by Quantum's authorized representative, Quantum may order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services specified hereunder. If any such change causes an increase or decrease in the price of the work to be completed, goods to be furnished or services to be rendered or the time of performance thereof, Seller shall promptly notify Quantum and the amount of any price adjustment shall be mutually agreed upon by the parties. Nothing in this Section shall excuse Seller from proceeding immediately under the terms of the Purchase Order as changed. Notwithstanding the foregoing, Quantum shall have the right, without incurring any cost or liability, to increase, reschedule or cancel the following percentage of the quantities of Material hereunder as shown below. If Material is rescheduled, the same Material may be rescheduled again provided the maximum reschedule period does not exceed six (6) months from the originally scheduled delivery date.

Period in Days	% of Material on Order
00 - 30	25%
31 - 60	50%
61 - up	100%

9. Payment

Unless otherwise agreed to between the parties in writing, Quantum shall deliver payment to Seller net sixty (60) calendar days after the later of (a) the scheduled delivery date or (b) Quantum's receipt of correct packing list, correct invoice and conforming Material at the delivery address as set forth on the Purchase Order. For purposes of earning a discount, payment shall be deemed to be made per the mailing date of Quantum's check, or emailed remittance advice

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in the case of electronic payment. Quantum expressly disclaims liability for any transaction fees charged to Seller in connection with such payment. Seller shall separately state on all invoices any taxes imposed. No tax shall be included for which an exemption is available and in the event any tax included was not required, Seller shall notify Quantum and promptly take all necessary and proper steps to procure a refund and pay such amount to Quantum. Amounts owed to Quantum due to rejections of Material, or discrepancies on paid invoices shall, at Quantum's discretion, either (a) be fully credited against future Quantum invoices payable by Quantum, or (b) paid by Seller within forty-five (45) calendar days from Seller's receipt of a debit memo or of a written request for payment from Quantum. Seller shall not have the right at any time to set off any amount owed from Quantum to Seller or its subsidiaries or affiliates against any amount payable by Seller to Quantum.

10. Shipment, Risk of Loss and Title

All Material is sold and shipped per the Incoterms stated on the Purchase Order. Where such Incoterms provide that Quantum has risk of loss for Material in transit or that Quantum is responsible for freight cost, Seller will ship Material only with Quantum's designated freight forwarders or carriers and will be responsible for loss, damage and/or freight cost during transit if Quantum's designated freight forwarders or carriers are not used.

11. Packaging

All Material shall be boxed, crated or stored, packed and/or packaged in accordance with any packaging specifications provided by Quantum, and in the absence of such specifications, in such a manner as to ensure proper protection for such Material. Loss of or damage to any Material not protected in the aforementioned manner shall be borne by Seller. Each item of Material shall be packaged separately and identified with, at minimum, the part number, revision level, description quantity and serial number if applicable. Shipping boxes and/or containers shall be identified by Purchase Order and by numbering the boxes and stating the total (in other words, "P.O. 12345, Box 1 of 5) All shipments shall have a packing slip identifying the items shipped by part number, the quantity, Purchase Order number and the ship to address. Shipments with multiple purchase orders shall have a separate packing slip for each Purchase Order number.

12. Inspection, and Acceptance

All delivered Materials will be subject to inspection, qualification and acceptance by Quantum. Quantum may reject Materials that do not conform to the quality standards set forth in Section 13 below. Quantum shall give notice to Seller, in writing, of Quantum's rejection of non-conforming Material. If the Material is rejected, in whole or in part, by Quantum by reason of Seller's failure to comply with any of the terms, conditions and/or specifications contained herein, including Seller's failure to comply with its warranties, Quantum, after so notifying Seller in writing, may in its discretion (a) either (1) return the rejected portion of such Material to Seller at Seller's expense for full credit or require correction or replacement within five (5) days of notice or (2) hold the same for such disposal as Seller shall indicate, without invalidating the remainder of the Purchase Order, or (b) reject the entire shipment of

such Material or reject the entire services and cancel the Purchase Order for any undelivered balances of goods and/or unrendered services. If Material is rejected, as herein above provided, Quantum may, as it deems commercially practicable, purchase like materials elsewhere and charge Seller with any loss or damage, either direct or indirect, sustained by Quantum (including, but not by way of limitation, any difference between the price paid by Quantum for such like goods and/or services and the price specified on the Purchase Order) plus all costs of collecting the same (including, but not by way of limitations, attorney's fees and court costs). Quantum shall not be obligated to pay for any Material which it rejects. All activities associated with rejections, corrections and replacement shall be at Seller's risk and expense, including but not limited to all shipping expenses. Quantum shall also have the right to inspect at Seller's plant the Material and work in process hereunder and Seller shall make available without cost, adequate facilities for any such inspection.

13. Quality

Quantum will provide to Seller quality standards that the Materials and Seller shall meet. All terms and conditions reflected in such standards, as they may be amended from time to time by Quantum in writing, shall be incorporated as part of the quality standards of this Purchase Order. At Quantum's request, Seller must be certified under the Quantum quality certification program and the Seller facility, process and quality control system must be certified during the plant survey conducted by Quantum.

14. Warranty

Seller warrants that in providing its products and services for Quantum, Seller will comply with necessary data security measures and industry best practices for data security.

Seller warrants that it will comply with all applicable laws, orders, rules, regulations, and ordinances and Quantum policies, including the Computing Security and Acceptable Use Policy, available at <https://quantum.box.com/policy>. Seller understands and affirms its obligation to stay apprised of all local, federal, and international laws that apply to it in any way.

Seller warrants that the Material shall be free from defects in material, workmanship, design and title for a period of thirty-nine (39) months from Quantum's acceptance of the Material, or such longer period as may be granted by Seller to any purchaser of goods or services that are the same or similar to the Material that Quantum is purchasing. In addition to the above warranty, Seller expressly warrants that all Material purchased hereunder (i) shall be fit for the purpose and uses intended by Quantum or its customers (ii) shall conform to the specifications, drawings, samples and other description and requirements furnished to, or adopted by Quantum (iii) shall be merchantable, of good workmanship, design and material, (iv) shall be free of all liens and encumbrances and (v) shall not infringe on any third party's intellectual property rights. Seller represents and warrants that Seller will perform as provided hereunder and that the Material will be produced, sold and delivered in compliance with all applicable U.S. and foreign local, state, and/or federal laws, rules and regulations, and all orders and regulations of the Executive and other departments,

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agencies or instrumentalities of the United States, or if applicable, a foreign government, including, without limitation, where applicable, tax laws, Toxic Substance Control Act (including report provisions); Fair Labor Standards Act of 1938; Foreign Corrupt Practices Act of 1978 and any law in any applicable jurisdiction designed to prevent the corruption of public or private officials; any law in any applicable jurisdiction regarding data privacy, data security, or data breach requirements or procedures; Federal and State Department of Transportation Regulations, including packaging regulations; The William-Steiger Occupational Safety and Health Act of 1970 as amended; the Federal Mine and Safety and Health Act of 1977 and other safety or health laws and regulations; Equal Opportunity Clause (41 CFR 60-1.4(a); Executive Order 11246 (Equal Employment Opportunity); Affirmative Action for Disabled Veterans of the Vietnam Era (41 CFR 60-250.4); affirmative Action for Handicapped Workers (41 CFR 60-741.4); Federal Procurement Regulations relating to Minority Enterprises; the Clean Air Act (42 USC 1857) and the Federal Water Pollution Control Act (33 USC 1251) and other environmental laws and regulations. Seller shall not comply with any foreign boycott laws or requirements that are in violation of any U.S. federal, state or local law, rule or regulation. In addition, Seller represents and warrants that Material that will be used in a Quantum product or in the assembly of a Quantum product will be produced, sold and delivered in compliance with Quantum Specification 8260072-01 Environmental Requirements, Specification 6464115-01 Product Marking and Quantum's Supplier Part Quality and Quality System Requirements QW8260073, unless Quantum exempts Seller from complying with these specifications.

Sellers who manufacture components, parts, or products containing tin, tantalum, tungsten, and/or gold shall define, implement and communicate to sub-suppliers their own Conflict Mineral Policy, outlining their commitment to responsible sourcing and measures for implementation. Sellers shall work with sub-suppliers to ensure traceability of these metals to their country of origin (RCOI). Traceability shall be maintained and recorded for 10 years and provided to Quantum at least once a year, or more frequently if requested by Quantum. Sellers shall ensure that purchased metals originate from smelters validated by Sellers as being conflict mineral free.

All warranties hereunder shall be in addition to warranties provided or implied by law. Furthermore, in addition to the above warranties, Seller agrees that any warranty that would benefit Quantum which Seller offers to any other of its purchasers, including the U.S. Government, of goods or services that are the same or similar to the Material that Quantum is purchasing hereunder is also provided to Quantum. During the term of this warranty, Seller shall, within five (5) days after receipt of defective Material, at its option, either repair or replace any defective Material at no charge to Quantum. Repair parts or replacement Material shall be furnished on an exchange basis and shall be new. Quantum shall promptly be reimbursed for all costs and expenses of handling, inspection and return of defective Material. Seller expressly assumes all risk of loss or damage to Material returned by Quantum while the same is in transit unless Seller and Quantum agree differently in writing.

All representations and warranties shall survive inspection, test and acceptance, and together with Seller's service warranties and guarantees, if any, shall run to Quantum and Quantum's successors, assigns and customers. Quantum expressly retains the right, but not the obligation, to audit Seller's compliance with its warranties under any Purchase Order.

15. Indemnity

Seller shall indemnify, defend and hold harmless Quantum, its officers, directors, shareholders, affiliates, employees, contractors, agents, resellers and customers from and against any and all claims, suits, judgments, costs, expenses and damages (including without limitation, reasonable attorney fees) (collectively, the "Claims"), which (a) are based in whole or in part upon the alleged breach of Seller's warranties or Seller's negligence or willful misconduct or (b) arise out of or relate directly or indirectly to the Purchase Order.

In addition Seller shall indemnify, defend and hold harmless Quantum, its officers, directors, shareholders, affiliates, employees, contractors, agents, resellers and customers from and against any and all Claims based upon or resulting from, in whole or in part, the allegation that any Material purchased from Seller hereunder, or any part thereof, infringes any patent, copyright, trademark, mask work, or violates a trade secret or any other intellectual property right of a third party, except when the Material purchased in the Purchase Order is produced entirely from specifications or designs submitted by Quantum and such Claims are entirely based on such specifications and designs.

If Quantum's use of the Material is enjoined, or if Seller wishes to minimize its liability, then Seller may at its expense and with Quantum's prior written approval: (a) substitute functionally equivalent, non-infringing Material for the infringing Material; (b) modify the infringing Material so that it no longer infringes, but remains functionally equivalent, or (c) obtain for Quantum the right to continue using the Material.

16. Intellectual Property Rights

Quantum shall own the entire right, title and interest in and to all intellectual property rights relating to the design of Material and all improvements that are or have been designed and developed by Quantum, on behalf of Quantum or by Seller specifically in connection with the Purchase Order submitted by Quantum. All technical information contained in documents, drawings, publications, specifications, schedules and the like received from Quantum for the performance of the Purchase Order is the proprietary property of Quantum.

17. Force Majeure

Neither party shall be liable for failure to perform any of its obligations hereunder during any period in which such party cannot perform due to fire, flood, earthquake, or other natural disaster, war, acts of terrorism, embargo, riot, or reasonably unforeseen acts of government (other than acts of government directed exclusively at that party, such as civil, criminal or regulatory action taken against the party by name), provided that the party so delayed immediately notifies the other party of such delay. Quantum reserves the right to cancel the Purchase Order in whole or in part

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should such delays, in Quantum's sole judgment, adversely affect Quantum.

18. Termination

18.1 Termination for Default of Seller

The occurrence of any of the following constitutes a breach and is cause for termination of the Purchase Order in whole or in part with no liability to Quantum except to pay for all conforming Material that has been accepted by Quantum and properly invoiced by Seller:

- a. Seller fails to deliver Material on time; or
- b. Material does not conform to the applicable description or specification; or
- c. Seller fails to perform to any material provision of the Purchase Order; or
- d. Seller fails to perform and/or comply with any other provision of the Purchase Order, or so fails to make progress or to prosecute the work as to endanger the timely performance of the Purchase Order, and in either of these circumstances does not cure such failure or provide adequate assurance of due performance within a period of ten (10) days after receipt of notice from Quantum specifying such failure; or
- e. Seller files a voluntary petition in bankruptcy or under any similar law, or makes an assignment for the benefit of its creditors; or
- f. An involuntary petition in bankruptcy or under any similar insolvency law is filed against Seller; or a receiver is appointed for, or a levy or attachment is made against, substantially all of Seller's assets, and such involuntary petition is not dismissed or such receivership or levy or attachment is not discharged within thirty (30) days after the filing or appointment thereof; or
- g. A significant change in ownership occurs to Seller and Quantum reasonably deems the change to be material and adverse to its interests provided that written notice is given to Seller.

In the event that Quantum terminates the Purchase Order in whole or in part for any reason stated in this Section 18.1, and whether or not Quantum has in fact terminated all or only a part of the Purchase Order, Quantum, in addition to recovering so much of the price as has been paid and for which conforming Material has not been accepted by Quantum and properly invoiced by Seller, may procure, upon such terms and in such manner as Quantum may deem appropriate, goods, work or services similar to those so terminated, and Seller shall be liable to Quantum for any costs in excess of the purchase price that Quantum would have paid to Seller for such goods, work or services hereunder, and Seller shall, in addition, be liable to Quantum for any incidental and consequential damages sustained or incurred by Quantum as a result thereof (but less any costs or expenses saved by Quantum in consequence of Seller's breach). In all events, the Seller shall continue the performance of the Purchase Order to the extent not terminated under the provisions of this Section 18.1.

18.2 Termination or Suspension for Convenience

Quantum may for reasons other than those stated in Section 18.1 and solely for reason of convenience, terminate or suspend the performance of work under

the Purchase Order in whole or in part at any time from time to time by written notice to Seller. Upon receipt of such notice from Quantum, Seller shall take such action as Quantum may direct, and the parties hereto agree to negotiate an equitable settlement for any such termination, cancellation or suspension. Upon termination by Quantum for convenience, Quantum's liability shall be limited to purchasing or paying for complete items, work in process, or raw materials procured to the extent such production or procurement was necessary to meet specified delivery schedules based on Seller's standard published or normal lead time not to exceed sixty (60) days, excepting such as is readily usable or resalable by Seller, or unless otherwise negotiated by Quantum and Seller. If Quantum and Seller fail to agree upon the amount to be paid to Seller for such termination, cancellation or suspension within six (6) months after notice of same, Quantum's sole liability shall be for Material purchased hereunder which is completed and delivered to Quantum in accordance with the Purchase Order.

19. Subcontracting

Seller shall not subcontract any portion of the work to be performed hereunder without prior written approval by Quantum, which is in Quantum's sole discretion. If use of subcontractors is approved by Quantum, Seller shall be responsible for ensuring that such subcontractors comply with all terms and conditions of any applicable Purchase Order and shall remain fully liable for its subcontractors.

20. Assignment

The Purchase Order shall be binding and inure to Seller and Quantum and to Quantum's successors and assigns. Seller shall not assign, transfer, encumber or hypothecate directly or indirectly the Purchase Order or any rights herein for the benefit of any third party without the prior written consent of Quantum which is in Quantum's sole discretion. The rights of Seller hereunder shall not inure to the benefit of any third party. Quantum may assign this Purchase Order to any third party upon written notice to Seller, without requiring Seller's consent

21. Confidential Information

Seller shall not, without the prior written consent of Quantum, in any manner advertise or publish the fact that Seller has furnished or has contracted to furnish Quantum with any Material. For purposes of the Purchase Order, "Confidential Information" means any and all specifications, drawings, blueprints, data, business information and all other information which Quantum designates or considers as confidential except: (i) information in the public domain; (ii) information lawfully possessed by Seller prior to disclosure by Quantum, or developed independently without reference to the disclosed information; (iii) information which becomes rightfully known to Seller on an unrestricted basis from a source other than Quantum not under a duty of confidentiality to Quantum.

Confidential Information shall also include any information that enables identification, directly or indirectly, of an individual, such as, but not limited to, email address, name, title, occupation, industry, telephone number, employer, a home, postal or other physical address, other contact information, birth date,

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or gender ("Personal Data") that Seller may access or receive as part of this Agreement.

Seller shall maintain as confidential and shall not disclose to any person outside its employ, nor use for purposes other than performance of the Purchase Order, Confidential Information, except as required by law, provided that Seller shall provide written notice of such disclosure to Quantum and sufficient opportunity to seek a protective order or other restraint of further disclosure of such information. Upon termination of the Purchase Order, Seller shall promptly return to Quantum all Confidential Information and all copies thereof and shall destroy any electronic files containing such information.

Seller warrants and represents that it has a security incident response plan in place that includes procedures to be followed in the event of any actual, suspected, or threatened security breach, including unauthorized use, access, disclosure, theft, manipulation, or reproduction of Personal Data, or any actual, suspected or threatened security breach of any application or system associated with the accessing, processing, storage, communication or transmission of Personal Data (each a "Security Incident"). Seller shall provide Quantum with detailed written notice promptly after (i) discovering a Security Incident (including those affecting Seller, a Seller affiliate or their sub-processors), (ii) receiving any third party notification of a Security Incident or violation of the applicable data protection and privacy laws by Seller, a Seller affiliate or their sub-processors; or (iii) becoming aware of any enforcement proceeding, action, lawsuit, or any pending or threatened enforcement proceeding, action, lawsuit, brought or threatened against Seller, a Seller affiliate or their sub-processors relating in any way to Personal Data. In the event of a Security Incident, at its own cost and expense, Seller shall promptly perform an evaluation and develop plans to contain the Security Incident, including steps to prevent its reoccurrence. Seller shall provide documentation to Quantum or Quantum's designated agents, including insurance carriers and counsel, regarding such analysis and remediation. To the extent any applicable data protection or privacy law requires that a person (including a governmental authority) be notified if there is actual unauthorized access or acquisition of Personal Data (a "Data Breach"), Seller shall reasonably cooperate with Quantum in responding to such Data Breach.

22. Rights and Remedies

All rights and remedies conferred by the Purchase Order, by any other instrument, or by law are cumulative and may be exercised singly or concurrently. If any provision of the Purchase Order is held invalid by any law or regulation or by any court, such invalidity shall not affect the enforceability of any other provisions. Failure of Quantum to require Seller's strict performance of or authorization by Quantum permitting Seller to deviate from any term, condition or specification set forth in the Purchase Order shall not

be construed as a waiver of Quantum's rights to require strict performance of the same or any other item, condition, or specification in the future.

23. Insurance Requirements

Seller shall purchase and maintain during the term of its performance under any applicable Purchase Order the following insurance coverages with insurers licensed in the locations of Seller's operations:

a) Commercial General Liability Insurance, including products/completed operations and broad form property damage, personal injury liability, and contractual liability, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage must also include a \$1,000,000 products/completed operations aggregate.

b) If Seller will be coming onto Quantum premises, Auto Liability Insurance, including coverage for all owned, non-owned, and hired autos, including loading/unloading coverage and uninsured/underinsured motorists coverage. Coverage limits must be at least \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

c) Workers' Compensation and Employers' Liability Insurance, with workers' compensation limits as required in the locations of Seller's operations, and \$1,000,000 employer's liability coverage per injury or illness.

d) If Seller will be (i) providing a product or service to be used in or in conjunction with Quantum products or (ii) providing consulting, design, or other professional services, Errors & Omissions or Professional Liability Insurance, with a minimum limit of \$5,000,000 per occurrence and in the aggregate. Coverage territory must be worldwide.

e) Umbrella and/or Excess Liability Insurance, with a minimum limit of \$5,000,000 per occurrence and in the aggregate.

f) All insurance purchased by Seller in compliance with these requirements will be primary to any other insurance owned, secured, or in place by Quantum.

g) Quantum, its officers, directors, employees, contractors, subsidiaries, shareholders, agents, successors, and assigns shall be named as additional insureds on the policies required in sections a, b, and e above.

h) Prior to beginning performance under any Purchase Order, Seller shall provide certificates of insurance evidencing the coverages required above to the following address:

Quantum Corporation
Risk Management Department
224 Airport Parkway, Suite 550
San Jose, CA 95110

24. Applicable Law

The Purchase Order and the rights and obligations of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of California, United States of America, without reference to California's conflict of laws principles. The federal and state courts within the County of Santa Clara in the State of California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of, or in relation to, the Purchase Order.

25. Survival

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Any provisions of the Purchase Order that by their terms or nature extend beyond the expiration or termination of this Purchase Order will survive any such expiration or termination until performed.

26. General

- a) This is the complete and entire understanding between Quantum and Seller on this subject matter and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral on this subject between them.
- b) Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Purchase Order, Seller shall immediately give Quantum notice thereof. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute. Seller agrees to include this paragraph in all subcontracts issued under the Purchase Order.
- c) Seller, including its servants, agents, and employees, is an independent contractor and not an agent or employee of Quantum. Without limiting the generality of the foregoing, Seller is not authorized to represent or make any commitments on behalf of Quantum, and Quantum expressly disclaims any liability therefor.
- d) The headings of the sections in the Purchase Order are included for convenience only and are not to be used in construing or interpreting the provisions hereof.
- e) In the event of any dispute, litigation or arbitration between Quantum and Seller with respect to the Purchase Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which it is found entitled.
- f) All notices required to be given pursuant to the provisions hereof shall be in writing and shall be deemed given and delivered upon the earlier of actual receipt by the party to whom it is addressed or three (3) days after having been sent by registered or certified mail, return receipt requested, postage pre-paid. All communications to Quantum shall be sent to the address set forth below or to such other address as may be designated by Quantum by giving written notice to Seller pursuant to this Section:

Quantum Corporation
224 Airport Parkway, Suite 550
San Jose, CA 95110
Attention: General Counsel

Effective Date: February 2017