

Quantum Corporation

Storage as a Service Attachment

This Storage as a Service Attachment (“**StaaS Attachment**”) defines the terms and conditions of the use between Quantum Corporation, a Delaware corporation with offices located in San Jose, CA (“**Quantum**”) and the Customer identified in the Quote that is accompanied by this document for use of Quantum’s proprietary Storage as a Service offering. Any right to use the Services provided to Customer by Quantum will be subject to and conditioned upon your acceptance of the terms and conditions of this StaaS Attachment and the Sales and Support Terms and Conditions (collectively, the “**Agreement**”). If Customer does not agree to the terms and conditions of this StaaS Attachment and the Sales and Support Terms and Conditions, then Customer may not use or have access to the Services.

1. Definitions

- a. “**Applicable Laws**” means all legislation, statutes, regulations, ordinances, rules, judgments, orders, decrees, rulings, and other requirements enacted, promulgated, or imposed by any governmental authority or judicial or regulatory body (including any self-regulatory body) at any level (e.g., municipal, county, provincial, state or national) that are applicable to or enforceable against a party or its personnel in relation to their activities under or pursuant to this Agreement.
- b. “**Authorized Customer Entities**” means specific Customer-affiliated entities named in a Quote who are authorized to access and use the Service during the Subscription Term.
- c. “**Authorized Purpose(s)**” means those purposes set forth in a Quote or on Quantum’s Web Site describing the purposes for which the applicable StaaS and associated Content are permitted to be used by Customer and its Authorized Users. If no Authorized Purpose is stated, the Authorized Purpose shall be internal business use by Customer and Authorized Customer Entities.
- d. “**Authorized Reseller**” means a Customer who has entered into a reseller agreement with Quantum and is authorized to resell the Services under a separate agreement.
- e. “**Authorized User(s)**” means end users of Customer and Authorized Customer Entities.
- f. “**Claims**” means any actions, causes of action, liability, claims, suits, judgments, liens, awards or damages of any kind and nature whatsoever.
- g. “**Data Privacy and Security Laws**” means all laws and regulations applicable to the processing of Personal Information under this Agreement, including, as applicable and without limitation, laws and regulations governing the privacy, data protection and security of Personal Information and security breach notification.
- h. “**Designated Site**” means the location the Equipment, as set forth in the applicable Quote.
- i. “**Equipment**” means the Quantum-owned assets provided to Customer pursuant to this Agreement, including those items identified in the Equipment list in the applicable Quote or SOW, including all integrated software, firmware, any related components, accessories, replacement parts, and application programming interfaces (APIs) for accessing the Services.

- j. **“Intellectual Property Rights”** means the legal rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to exclude others from using, making, having made, selling, offering to sell, and importing patented subject matter and to practice patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by Applicable Law.
- k. **“Losses”** means, in connection with a Claim all reasonable attorneys’ fees, reasonable costs of investigation, discovery, litigation and settlement, and any resulting liabilities, damages, settlements, judgments and awards, including associated taxes, interest and penalties.
- l. **“Personal Information”** means any information relating to an identified or identifiable natural person (a **“Data Subject”**) and/or any such information as may be defined as constituting personal data, personally identifiable information or any equivalent thereof, in any applicable Data Privacy and Security Laws.
- m. **“Sales and Support Terms and Conditions”** means the Quantum sales and support terms and conditions (however titled) accompanying the Sales Quote (also available at www.Quantum.com) and incorporated herein, unless other negotiated terms of purchase have been agreed upon in writing between, and executed by, Customer and Quantum.
- n. **“Sales Quote”** or **“Quote”** means Quantum’s or Quantum’s Authorized Reseller’s sales or price quote against which Customer placed a purchase order concurrently or prior to the effectiveness of this StaaS Agreement.
- o. **“Security Settings”** means the technical and organizational security controls and configurations appropriate for Customer’s business, data, infrastructure, and use of the Equipment and/or the systems or technologies that interact with the Equipment.
- p. **“Services”** means, collectively, the StaaS and any professional services performed by Quantum or its subcontractors pursuant to this Agreement.
- q. **“Statement of Work”** or **“SOW”** means a written statement that describes the Services to be provided by Quantum (including any limitations thereto), the roles and responsibilities of the Parties, a list of Equipment to be provided by Quantum for the Designated Site, and any applicable service level objectives. Any SOW provided to Customer is incorporated herein.
- r. **“StaaS”** means Quantum’s proprietary storage-as-a-service platform and related services made available to Customer’s Authorized Users under this Agreement, as identified on the applicable Quote and described in the SOW, including its technology components, and related documentation.
- s. **“Subscription Term”** means the period during which Customer’s Authorized Users are permitted to access and use the StaaS, as set forth in the applicable Quote.

- t. **“Update”** means any improvement, enhancement, modification and/or changes to the StaaS offered or provided by Quantum to its subscribers at no charge.
- u. **“User Content”** means any data, media, and/or other type or form of content made available by Customer through the StaaS or other Services or other type of information submitted by Authorized Users to the Services, or entered, stored or processed on the Equipment by Authorized Users.

2. ACCESS TO AND USE OF THE STAAS

- a. **Limited-Purpose Access Grant.** Subject to Customer’s and its Authorized Users’ continuing compliance with this Agreement and payment of the applicable fees, Quantum hereby grants to Customer a limited, personal, non-exclusive, non-transferable right for Authorized Users of Customer and any other Authorized Customer Entities to access the features and functions of the StaaS during the Subscription Term, solely for the Authorized Purpose(s). This access grant may not be sublicensed, in whole or in part. The scope of Customer’s use of the StaaS is subject to the terms and conditions of this Agreement, including any usage or other parameters or limitations set forth in the applicable Quote and SOW.
- b. **Access Protections.** Customer will secure and protect the Services from unauthorized access, and Customer will use the Services in a manner consistent with Customer’s rights therein. Customer will take appropriate action to meet its obligations in this Agreement by instruction of or agreement with its employees, agents, subcontractors or others who are permitted access to the Services. Customer acknowledges and agrees that, as between Customer and Quantum, Customer shall be responsible for all acts and omissions of Authorized Users, including any act or omission by an Authorized User, which, if undertaken by Customer, would constitute a breach of this Agreement. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement that are applicable their use of the StaaS and shall cause them to comply with such provisions.
- c. **Account Administration.** Customer shall designate at least one Authorized User to act as an administrator who will act as Customer’s principal point of contact with Quantum for purposes of this Agreement.
- d. **User Content.** Customer has sole responsibility for use of the Services and any User Content entered, used, or stored thereon, including responsibility for protection of its User Content against modification, destruction, or disclosure, and for the accuracy and integrity of the User Content. Quantum assumes no responsibility for Customer’s negligence or failure to protect its User Content. Customer shall properly train its Authorized Users in the use and application of the Services. Customer acknowledges that Quantum does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, reliability or other attributes of any User Content, nor does Quantum review or attempt to verify the accuracy or currency of any User Content. As between Customer and Quantum, Customer is solely responsible for (i) determining the suitability of any User Content for its intended use by Customer and Authorized Customer Entities, and (ii) as necessary for its intended use, verifying the authenticity and accuracy of the User Content prior to using it. Quantum has no obligation to preview, verify, flag, modify, filter or remove any User Content. Customer may remove or disable access to any User Content at its sole discretion, but Quantum is not responsible for any failures or delays in removing or disabling access to any User Content,

including User Content that may be considered harmful, inaccurate, unlawful or otherwise objectionable. Customer is responsible for the proper handling of all User Content violation notices. Customer is responsible for any transfer of User Content to third parties. If Customer installs or enables third party content for its use with any Services, Quantum will allow the third-party content provider to access the User Content as necessary for the interoperability of the third-party content with the Services.

- e. **Compliance.** Customer's and its Authorized Users' access to and use of the SaaS is subject to their continuing compliance with: (i) the terms and conditions set forth in this Agreement; and (ii) Applicable Laws, including Data Privacy and Security Laws.
- f. **Restrictions.** Customer agrees not to act outside the scope of the rights that are expressly granted by Quantum in this Agreement. Further, Customer will not (i) use the SaaS in any manner that is inconsistent with this Agreement; (ii) modify or attempt to create or permit the creation of any derivative works of the SaaS; (iii) access or use the SaaS in any way to develop or support, or assist another party in developing or supporting, any products or services competitive with the SaaS; (iv) decompile, reverse engineer, or use any other method in an attempt to view or recreate any of the software integrated in the SaaS or extract any trade secrets from the SaaS; (v) use the SaaS to operate the business of a third party or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the SaaS on a third party's behalf (other than as an Authorized Reseller of the SaaS), or to act as a service bureau to any third party; (vi) knowingly or intentionally re-use, disseminate, copy, or otherwise use the SaaS or User Content in a way that infringes, misappropriates, or violates any Intellectual Property Right of Quantum or any third party; or (vii) sell, lend, lease, assign, transfer, pledge, permit a lien upon, or sublicense any of the rights granted by this Agreement with respect to the SaaS.
- g. **No Interference with Service Operations.** Customer and its Authorized Users will not take any action designed or intended to: (i) interfere with the proper working of the SaaS; (ii) circumvent, disable, or interfere with security-related features of the SaaS or features that prevent or restrict use, access to, or copying the SaaS or any Content or other data, or that enforce limitations on use of the SaaS or Content; or (iii) impose (or which may impose, in Quantum's sole discretion) an unreasonable or disproportionately large load on the SaaS infrastructure.
- h. **Access and Use Outside the U.S.** The Service is offered for use in the U.S. and any other territory set forth in the Quote. As between Customer and Quantum, Customer is solely responsible for compliance with Applicable Laws relevant to its Authorized Users accessing or using the SaaS while outside the U.S. and such other territory.
- i. **Right to Suspend.** Quantum may suspend, terminate, or otherwise deny Customer's access to use all of any part of the Services without incurring any resulting obligation or liability if: (i) Quantum receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Quantum to do so; (ii) Customer fails to pay any amounts due to Quantum on a timely basis, or (iii) Quantum believes in its sole discretion that (A) Customer has failed to comply with any material term of this Agreement, or accessed or used the Services in a manner that exceeds the rights granted or for a purpose other than the Authorized Purpose or in a manner that not comply with any instruction or requirement specified by Quantum; (B) Customer has been, or is likely to be involved in any fraudulent, misleading or unlawful activities. Quantum will

provide advance notice to Customer of any such suspension in Quantum's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Quantum will use commercially reasonable efforts to limit any removal or disabling of access to the Services pursuant to this clause to only that portion of the Services that is the subject of the violation and to return access as soon as reasonably practicable after the violation has been cured. Quantum will use reasonable efforts to re-establish the affected Services promptly after Quantum determines that the situation giving rise to the suspension has been cured. Quantum may terminate the Services under a Quote if any of the foregoing causes of suspension is not cured within thirty (30) days after Quantum's initial notice thereof. Customer shall have no right of refund, offset or extension of the term of the Agreement or applicable Subscription Term, and shall remain responsible for payment during the period in which the Services have been suspended due to such third-party product or infrastructure issues.

- j. **US Government Rights.** If the Customer is the United States government, Customer understands and agrees that the Services are provided as "Commercial Items" as defined at 48 CFR 2.101 and are being licensed to U.S. Government end users consistent with 48 CFR 12.212 and DFARS Section 227.7202, as applicable.

3. SCOPE OF SERVICES

- a. **Certain Services.** Under the terms of this Agreement, and as further described in the SOW, Quantum will provide Services at the Designated Site in the applicable Quote. Customer is solely responsible for the operation of the Equipment, including any data access, data management, backup and restore activities and any similar operational activities and any policies and procedures related thereto. Quantum will use commercially reasonable efforts to perform the Services in accordance with the service level objectives described in the SOW.
- b. **Equipment.** The Services will only be provided on the Equipment listed in the applicable Quote or SOW at the Designated Site, and the Services are limited by the functional capability of the Equipment. Quantum, in its sole discretion, may add, remove or exchange equipment from the Equipment list in the Quote or SOW so long as it continues to meet or exceed the service level objectives set forth in the SOW. Such changes to the Equipment list will be effective upon notice to the Customer and Customer will update its insurance carrier as necessary to assure continued insurance coverage of the Equipment as required under Section 4.a.
- c. **Additional Capacity.** Customer may request additional capacity or functionality be added to the Agreement by requesting a Quote. Any changes to the capacity, functionality, location of Designated Site of the Equipment, or other requirements or obligations set forth in this Agreement, may be subject to additional fees. Any use by Customer beyond the capacity stated in the applicable Quote will be subject to a surcharge, as set forth in the Quote.
- d. **Help Desk.** Customer will provide customer support, helpdesk and similar services to Customer's Authorized Users. Quantum will not provide those services to Customer's Authorized Users, unless Quantum provides a separate Quote and SOW for such services to Customer.
- e. **Authorized Resellers.** If Customer is an Authorized Reseller, Customer is responsible for entering into a service agreement with its Authorized Users. Customer's service agreements

must be at least as protective of and must not limit or otherwise detract from Quantum's rights, especially with respect to Intellectual Rights and the authorized use of Services. Customer must not provide to, or otherwise agree to any additional terms that exceed the terms of this Agreement. If Customer does so, Customer will be solely responsible for those additional terms, and Quantum will have no liability to Customer or an Authorized Users for those additional terms.

- f. **Additional Services.** Customer may obtain additional services from Quantum that are excluded from StaaS, including (i) training, consulting services and other professional services, (ii) migration services, (iii) relocate the Equipment from the Designated Site, and (vi) other "ad hoc" services. If Customer requests to obtain such additional services from Quantum, the Parties will enter a separate mutually agreed upon Quote and SOW describing the scope of services and applicable fees.
- g. **Non-Solicitation.** Customer agrees not to solicit directly to hire the employees, contractors or subcontractors of Quantum without the express written consent of Quantum.
- h. **Third Party Products and Infrastructure.** The Services are restricted to the Equipment. Quantum will provide reasonable efforts to identify and notify Customer of third-party infrastructure and product issues which might impact the performance of the Equipment. Quantum is not responsible for monitoring, managing or troubleshooting any third-party products or infrastructure. If Quantum identifies an issue with third party products or infrastructure while performing the Services, Quantum will provide notice to Customer of such issues, but it is Customer's sole responsibility to investigate and to resolve infrastructure and third-party product issues. If any third-party product or infrastructure issue materially impacts Quantum's ability to provide Services, Quantum may at its sole discretion suspend its Services in accordance with the process described in Section 2.i.

4. ON-PREMISES EQUIPMENT

- a. **General.** All Equipment located at the Designated Site remains the sole and exclusive property of Quantum. Nothing in this Agreement is intended to transfer title or any other right of ownership of the Equipment to Customer. Customer will maintain risk of damage and loss to all Equipment while located at the Designated Site and until returned to Quantum per the terms of this Agreement. Customer must maintain "All Risk" property insurance in an amount sufficient to insure the full replacement cost of the Equipment and name Quantum as a loss payee on such coverage. Customer may not assign or pledge the Equipment as security for any loan or other debt instrument, and that any purported assignment or securitization shall be void ab initio or voidable. Customer will cooperate with Quantum to enforce the provisions of this paragraph and agrees to work with Quantum to complete all necessary documentation to confirm that the Equipment belongs to Quantum, and cooperate with any UCC filings submitted by Quantum (or other substantially similar type filings in jurisdictions other than the United States). Customer will provide all physical and logical access to the Equipment necessary for Quantum personnel to fulfill their obligations as set forth in the applicable Quote. Customer is responsible for ensuring that unauthorized personnel do not have access to the Equipment.
- b. **Facilities.** Customer will provide and maintain a physically secure, controlled commercial grade data center facility in which the Equipment will be located, including appropriate climate controls, redundancy for power and compliance with any facilities requirements

stated in the SOW. Customer will maintain the facility and its infrastructure components in good operating condition and repair. Customer will undertake repairs and preventative maintenance on such facility infrastructure components in accordance with applicable manufacturer's recommendations. Customer will maintain and enforce at its facilities physical and infrastructure safeguards and procedures consistent with robust industry standards and use commercially reasonable efforts to secure and defend the Equipment and the Services.

5. PROPRIETARY RIGHTS

- a. **Services.** The Services (including the StaaS), and all Intellectual Property Rights in and to them, are and shall remain owned by Quantum (and its licensors, as applicable) and are protected by copyright, trademark, patent, trade secret and other laws and treaties. Any derivative work Customer or its Authorized Users may create of any part of the StaaS, and all rights therein, shall be owned solely by Quantum. To that end, Customer hereby irrevocably transfers and conveys to Quantum, without further consideration, all right, title and interest that Customer or any Authorized User may have or acquire in any such derivative work and, upon Quantum's request, Customer shall perform, during and after the term of this Agreement, all acts that Quantum reasonably deems necessary or desirable to permit and assist Quantum, at its expense, to obtain, perfect, and enforce the full benefits, enjoyment, rights and title throughout the world in any such derivative works as provided herein.
- b. **User Content License.** Customer hereby grants to Quantum a non-exclusive, non-transferable right and license to access, use, host, copy, display, process, transmit, and deliver the User Content as necessary or convenient for Quantum to comply with its obligations and exercise its rights under this Agreement.
- c. **Service Usage Data.** As between Quantum and Customer, Quantum shall be and remain the sole owner of all service usage data in de-identified form pertaining to usage of the Services.
- d. **Feedback.** If Quantum receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Services or any other Quantum products, offerings or services ("**Feedback**"), Quantum may use, disclose and exploit such Feedback without restriction and without paying any royalties or other compensation, including to improve the Services and to develop, market, offer, sell and provide other products and services.
- e. **No Implied Licenses by Quantum.** Customer acknowledges that there are no licenses granted by Quantum by implication under this Agreement. Quantum reserves all rights that are not expressly granted herein. Customer acknowledges that, as between the Parties, Quantum owns all Intellectual Property Rights and proprietary interests that are embodied in, or practiced by, the StaaS or other Services, with the exception of Intellectual Property Rights in or to User Content that may be distributed or stored through the StaaS.

6. NONDISCLOSURE OF USER CONTENT

Customer's User Content residing in the Equipment will be considered Proprietary Information subject to the terms of this Section and Section 1.10 of the Sales and Support Terms and Conditions. To the extent that Quantum must access User Content to provide the Services, Quantum will hold such Proprietary Information in confidence and not use it for any purpose other than providing Services to Customer or to correct deficiencies and make improvements in the Services for as long as it resides in

the Equipment and will protect the confidentiality of such Proprietary Information in accordance with Quantum's security practices. Quantum may include Customer's name on Quantum's client list and may describe briefly, and in general terms, the nature of the services provided by Quantum to Customer.

7. DATA PROTECTION

- a. The Parties will comply with all applicable requirements of the Data Privacy and Security Laws. This Section 7.a is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Privacy and Security Laws.
- b. In performing the Services, Quantum will comply with the *Quantum Privacy Policy*, which is available at <https://www.quantum.com/en/privacypolicy/>. The *Quantum Privacy Policy* is subject to change at Quantum's discretion provided such change is applicable to all similarly situated customers; however, Quantum policy changes will not result in a material reduction in the level of protection provided for Customer's Personal Information during the Subscription Term.
- c. Customer expressly acknowledges and agrees that:
 - i. Customer is solely responsible for determining and implementing its Security Settings. Quantum shall have no responsibility or liability to Customer or any other third party for the adequacy, inadequacy, failure, or breach of Security Settings or any resulting data access, disclosure, loss, destruction or damage
 - ii. Quantum's provision of Services generally does not provide it with access to User Content stored on the Equipment. However, if necessary, for Quantum's performance of its obligations under this Agreement, Customer shall provide Quantum personnel with access to its network infrastructure and/or User Content, wherever located. Such access shall be provided in accordance with the Security Settings.
 - iii. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from User Content and Customer's applications, including any viruses, Trojan horses, ransomware worms or other programming routines contained in User Content or Customer's applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.
- d. To the extent Customer, an Authorized Customer Entity or an Authorized User transfers or otherwise makes available Personal Information contained in User Content to Quantum for the performance of its obligations under this Agreement, the Quantum Data Processing Addendum, which is available at www.quantum.com/terms, is incorporated by reference in and forms an integral part of this Agreement.

8. ALLOCATIONS OF RISK.

a. Representations and Warranties.

- i. Each Party represents to the other (A) that the execution and performance of its obligations under this Agreement will not conflict with or violate any provision of Applicable Law or any other agreement or order by which the Party is bound; and (B) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- ii. Subject to the disclaimers set forth below, Quantum warrants to the Customer that the installation of the Equipment will be free from defects in materials or workmanship for thirty (30) days from the date such Equipment is installed, and the installation will be performed by fully trained and competent personnel in accordance with industry standard technical and professional practices and procedures. Customer must promptly notify Quantum of any defects. If a defect covered under this warranty is found and reported to Quantum, subject to any non-excludable rights that Customer may have under the laws in Customer's country, Quantum will, at its discretion and as its sole responsibility and liability, and as Customer's sole and exclusive remedy, use commercially reasonable means to correct such defect, or at Quantum's sole discretion it determines the defect cannot be corrected, provide to Customer a credit for the pro-rata amount of the sums paid by Customer for such defective Equipment for the preceding twelve (12) month period.

- b. **Limitation of Liability.** Quantum (including its subsidiaries, directors, officers, employees and providers) is not liable to Customer, its Authorized Users, Authorized Customer Entities 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, revenue 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 claims arising from acts of gross negligence or willful misconduct and Quantum's obligation to indemnify Customer for third party infringement claims as set forth in Section 8.c, Quantum's cumulative liability for any claims arising in connection with the Services may not exceed an amount equal to the charges paid by Customer in the prior twelve (12) months for the Service giving rise to the claim of liability. Quantum and its subsidiaries, directors, officers, employees and providers will not be liable for any and all Losses arising from Claims for property damage, personal injury or death arising out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing Services hereunder to the extent such Claims arise due to any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum). No Claim, 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.

- c. **Infringement Indemnification.** Quantum will indemnify Customer for any Losses awarded against Customer as a result of any third party Claims that the Services, in the form and condition delivered by Quantum to Customer hereunder, infringe any valid patents or

copyrights of any third party, provided that Customer notifies Quantum in writing of any such third party Claim within ten (10) days after receiving notice of the commencement or threatened commencement of a Claim 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 Services to make them non-infringing, (2) obtain the necessary rights for Customer to continue using the Services. If Quantum notifies Customer that is not able to achieve either sub-clause (1) or (2) using commercially reasonable efforts, then Quantum may terminate the Quote for affected Service and refund to Customer any prepaid and unused paid by Customer paid for the applicable Quote. Customer must immediately discontinue all use of any portion of the Services that has been replaced or modified or for which such a refund has been tendered. Quantum's obligations hereunder will not apply to any Claim based on (i) Quantum's following Customer's specifications or requests, (ii) Customer's use of the Services to practice a process not recommended by Quantum, (iii) Customer's use of Services in a way that is illegal, or (iv) in conjunction with items not supplied by Quantum, and Customer will 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.

- d. Indemnification of Quantum by Customer.** Except for any Claims in respect of which Quantum is obligated to indemnify Customer under Section 8.c, Customer agrees to defend, indemnify and hold harmless Quantum and its Affiliates from and against all Claims, that may, at any time, arise out of or relate to: (i) use of the StaaS or any User Content by or on behalf of Customer or an Authorized Customer Entity other than in accordance with this Agreement; (ii) the posting, display, distribution, broadcast or other use of User Content by or on behalf of Customer or an Authorized Customer Entity, including Claims that any such use infringes or otherwise violates the rights of any third party, including Intellectual Property Rights, privacy, publicity or other personal or proprietary rights, or that the User Content posted, displayed, distributed, broadcast or otherwise published contains libelous, defamatory or otherwise injurious or unlawful material; and, in each case, associated Losses.

e. Disclaimers

- i. Customer represents that it is entering this Agreement without relying upon any Quantum representation or warranty not expressly stated in this Agreement. To the maximum extent permitted by Applicable Law, Quantum disclaims any and all promises, representations and warranties, express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, data accuracy, system integration, system reliability, title, non-infringement, non-interference and/or quiet enjoyment, and all warranties that may otherwise be implied. No warranties are made on the basis of trade usage, course of trade, or course of dealing or performance.
- ii. Customer assumes complete responsibility, without any recourse against Quantum, for the selection of the StaaS to achieve Customer's intended results and for its use of the results obtained from the StaaS in Customer's business. Customer acknowledges that it is solely responsible for the results obtained from use of the StaaS, including the completeness, accuracy, and content of such results. Quantum does not warrant that the StaaS will meet Customer's requirements, that the

operation of the StaaS will be uninterrupted or error-free, or that all errors will be corrected.

9. DURATION AND TERMINATION.

- a. **Duration of Agreement.** This Agreement commences on the date that Customer submits a valid purchase order for a Quote and continues until Subscription Terms under all Quotes have expired or been terminated in accordance with this Agreement. Unless Customer provides notice that it intends not renew at least ninety (90) days prior to expiration of the then current Subscription Term, the Subscription Term will automatically renew for another consecutive term of twelve (12) months and Quantum will issue to Customer a Quote and/or invoice for the applicable renewal subscription fee due.
- b. **Termination.** Either Customer or Quantum may terminate this Agreement, and all Quotes or only affected Quotes (i) for cause upon written notice to the other Party if the other Party has committed a material breach of this Agreement and the breach remains uncured thirty (30) days after the breaching party has received written notice of the breach from the non-breaching party, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- c. **Effect of Termination on Fees.** If this Agreement is terminated by Customer pursuant to Section 9.b, any pre-paid fees for the unused portion of the terminated Subscription Term will be refunded to Customer. In all other cases, all fees paid or payable for the terminated Subscription Term are non-cancellable and non-refundable, and any unpaid fees for the remainder of the terminated Subscription Term will become immediately due and payable.
- d. **Other Effects of Termination.** Effective immediately upon expiration or termination of the Subscription Term, (i) all rights granted under this Agreement will become void, (ii) Customer shall cease all use of the Services, and (iii) neither Party will have continuing rights to use any Proprietary Information of the other Party or to exercise any Intellectual Property Rights of the other Party that were licensed under this Agreement. Customer must remove, download or otherwise obtain an extract of any User Content stored by the Service within fifteen (15) days after the expiration or termination of the Subscription Term. Quantum is not responsible or liable for removing User Content from the Equipment or migrating User Content to a successor service provider or to Customer. Customer may purchase migration services from Quantum in accordance with Section 3.f.
- e. **Right to Remove the Equipment.** Upon the expiration or termination of a Subscription Term, Customer shall allow Quantum access to retrieve the Equipment during normal business hours. The Parties will mutually agree upon the date for Quantum to remove the Equipment; provided that such date must be within fifteen (15) days of the expiration or termination of the Subscription Term. Quantum is not liable for any damages incurred by Customer resulting from Quantum's removal of the Equipment from Customer's facilities. Customer shall have sole responsibility to remove its User Content from the Equipment prior to Quantum's removal of the Equipment. For clarity, Customer does not have the right to retain or otherwise purchase the Equipment at the end of the Subscription Term.
- f. **Survival.** Any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of this Agreement (or the applicable Quote) for any reason.