

Quantum Corporation
2023 Sales Kick Off Event Promotion
Terms and Conditions

By participating in the Quantum Corporation 2023 Sales Kick Off Event Promotion (the “Promotion”), the company or entity that is submitting the application or accepted into the Promotion (“you”, “your” or “Partner”) agrees to be bound by the terms and conditions set forth below (the “Terms”). As used herein, “Quantum” means Quantum Corporation.

1. Agreement. Unless otherwise specified in writing by Quantum, these Terms governs your participation in the Promotion. You hereby represent and warrant that the individual who accepts these Terms on your behalf has the right, power, and authority to act on your behalf and to bind you to these Terms.
2. Eligibility. Throughout your participation in the Promotion, you must (a) maintain good credit standing with Quantum; (b) meet Promotion requirements; and (c) comply with all of these Terms. You will designate an individual (“Partner Lead”) to lead the communications with Quantum under these Terms. You authorize Quantum to publish and include your company information and involvement in the Promotion.
3. Fees and Payment Terms. You agree to pay Quantum the applicable fees for your participation in the Promotion by one of our specified payment methods. All payments shall be non-refundable and non-transferable. All fees and applicable taxes, if any, are payable in United States dollars.
4. Partner Conduct. At all times during your participation in this Promotion and during any ongoing relationship with Quantum or any of its affiliates thereafter, you will (a) conduct business in a manner which reflects favorably on the goodwill and reputation of Quantum and its affiliates and their respective services and products; (b) use best efforts to conduct your business in an ethical manner and to avoid any business practices that may be perceived as deceptive, misleading or otherwise improper; and (c) not make any false or misleading statements in your marketing or sales materials.
5. Export Restrictions/Legal Compliance. You may not access, download, use or export any Promotion content in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any U.S. or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of Quantum in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction and of missile technology. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the services of Quantum outside the U.S. Neither the services of Quantum or any of its affiliates, nor the underlying information or technology, may be downloaded or otherwise provided or made available, either directly or indirectly, (a) into Cuba, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
6. Trademarks. All product (or service) names, whether or not appearing in large print or with the trademark symbol, are trademarks of Quantum, its affiliates, related companies or its licensors or joint venture partners, unless otherwise noted. The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Please be advised that Quantum actively and aggressively enforces its intellectual property rights to the fullest extent of the law.
7. Personal Information. If you provide to Quantum any Personal Information (defined below) about your personnel, customers or prospects, you represent that you have obtained permission for Quantum to receive the Personal Information and to use and disclose the Personal Information as authorized in these Terms. As used in these Terms, “Personal Information” means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws.
8. Confidential Information. In connection with the Promotion, you may have access to or be exposed to materials, data, or other information regarding Quantum or its affiliates or their respective services and products, whether in written, oral, or other forms, which is not generally known to the public (collectively, “Confidential Information”). You will keep all

Confidential Information strictly confidential until three (3) years after the termination of this Promotion, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in these Terms, your confidentiality obligations with respect to Personal Information and trade secrets of Quantum (including technical information about our product and services and all information about unreleased products and services) shall never expire. You may share Confidential Information with only your employees who have a need to know in furtherance of the business relationship between you and Quantum and who are subject to legally binding obligations of confidentiality at least as restrictive as those imposed on you in these Terms. You are fully liable for any breach of this paragraph by your personnel. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was already in your possession before your receipt from Quantum; (b) is or becomes publicly available through no fault by you or your personnel; or (c) you rightfully received from a third party who has no duty of confidentiality. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Quantum shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement you may have with Quantum, you authorize and agree that information regarding your business with Quantum and information, including Personal Information, you provide to Quantum in connection with the Promotion may be accessed and used by Quantum and its employees and contractors for sales and marketing purpose and for any purpose related to the Promotion or the relationship between you and Quantum, and may be disclosed to relevant resellers, governing bodies, or customers or end-users for such purposes or to fulfill Quantum's obligations to you and/or your customers or end-users.

9. Indemnification. To the fullest extent permitted by applicable law, you shall indemnify, defend, and hold harmless Quantum and its affiliates, and their respective director, officers, employees, and other agents from any claim, demand, cause of action, or liability (including reasonable attorney and legal fees, expenses, and court costs) arising from your violation of these Terms or applicable law.

10. WARRANTY DISCLAIMER. QUANTUM MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROMOTION (INCLUDING ALL INFORMATION AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PROMOTION), EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT THE PROMOTION DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL QUANTUM INFORMATION IS PROVIDED "AS IS".

11. Limitations of Liability. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROMOTION IS STRICTLY VOLUNTARY AND THAT YOUR PARTICIPATION HAS NOT BEEN REQUIRED BY QUANTUM AS A CONDITION OF PURCHASING ANY SERVICES OR PRODUCTS FROM QUANTUM. IN NO EVENT SHALL QUANTUM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL QUANTUM'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PROMOTION OR THESE TERMS OR TERMINATION THEREOF EXCEED FIVE HUNDRED U.S. DOLLARS (US\$500). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER QUANTUM KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12. Termination. You may withdraw from the Promotion at any time by notifying Quantum in writing. Quantum may suspend or terminate your participation in the Promotion, in whole or in part, without prior written notice: (a) for any breach of these Terms or any other agreement related to your participation in the Promotion, or (b) for any attempt to impair the integrity of the Promotion as determined by Quantum. In addition, Quantum, in its sole discretion, may terminate the Promotion or these Terms, in whole or in part, for all participants or for you alone, without cause, upon ten (10) business days' notice to the Partner Lead. Upon termination of the Promotion or these Terms, you shall promptly return to Quantum all tangible copies of any Confidential Information in your or your personnel's possession at your own cost. Nothing in this clause shall limit Quantum's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive.

13. Miscellaneous.

13.1 Assignment. You may not assign these Terms or any of your rights under these Terms or the Promotion, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution,

operation of law or any other manner, without the express written consent of Quantum. Quantum may void any purported assignment, novation or delegation that violates the preceding sentence.

13.2 Independent Contractors. You and Quantum are independent contractors and shall have no authority to bind the other. Neither these Terms nor your participation in the Promotion shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement. Neither party will make any representations or warranties on the other party's behalf. Neither party is or will claim to be a legal representative, employee, agent, or representative of the other party.

13.3 Governing Law; Venue. All matters relating to these Terms and/or your participation in the Promotion shall be governed by the laws of the State of California. Any legal action or proceeding relating to these Terms and/or your participation in the Promotion shall be instituted in a state or federal court in Santa Clara County, California. You and Quantum agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

13.4 Force Majeure. Quantum will not be liable for any delay or failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control.

13.5 Modifications. Quantum reserves the right to modify the Promotion and these Terms at any time without prior notice. Your continued participation in the Promotion will constitute your binding acceptance of the changes and your consideration supporting the modifications.

13.6 Severability. If any part of these Terms is declared or found to be illegal, invalid or unenforceable, then that part will be stricken or modified to the extent necessary to make it legal, valid, and enforceable while preserving the parties' original intent to the maximum extent possible. The remaining parts of these Terms will remain in full force and will not be affected.

13.7 Waiver. Failure by Quantum to enforce any provision of these Terms will not constitute a waiver of any future enforcement of that or any other provision of these Terms. No waiver will be effective against Quantum unless in writing and signed by an authorized representative of Quantum.

13.8 Publicity. You shall not directly or indirectly issue or release any written publicity, marketing collateral, press release or other public announcement, relating in any way to these Terms or your participation in the Promotion, or your relationship with Quantum, without the prior written approval of Quantum.

13.9 Entire Agreement. These Terms constitutes the entire agreement between Partner and Quantum regarding the Promotion. Partner expressly disclaims any reliance on statements or representations made by Quantum, or in Quantum's prior course of conduct, that are not embodied in these Terms.

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