

**Quantum Corporation
Vision/Quantum Enablement App
End User License Agreement**

IMPORTANT – READ CAREFULLY: This End User License Agreement (“**Agreement**”) is entered into and effective by and between You and Quantum Corporation, a Delaware corporation (“**Quantum**,” “**we**” or “**us**” or “**our**”). If You are agreeing to this Agreement not as an individual but on behalf of Your company, then “**You**” and “**Your**” means Your company, and You are binding Your company to this Agreement. By clicking on the “I agree” (or similar) button that is presented to You at the time of Your download, or by downloading, installing or using the Adobe Software, You indicate Your agreement to be bound by this Agreement. This Agreement governs Your download and use of the Adobe Software and any related support You might receive from Quantum related to Your download and use of the Adobe Software. Any right to use the Adobe Software provided to You will be subject to and conditioned up Your acceptance of the terms and conditions of this Agreement. If You do not agree to all of the terms of this Agreement, then You must not download, install, or use the Adobe Software, and You must delete any copies of the Adobe Software from Your systems.

1. Definitions

- a. “**Adobe**” means Adobe Inc., a Delaware corporation, and Adobe Systems Software Ireland Limited, an Irish corporation, collectively.
- b. “**Adobe Software**” means the Flash Player software, which Adobe stopped supporting as of December 31, 2020.
- c. “**Affiliate**” means an entity that directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is directly or indirectly under common ownership or control with another entity. As used in this definition, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the equity, securities, or other equivalent equity ownership interests of an entity.
- d. “**Harman**” means Harman Connected Services Inc., a Delaware corporation that has been granted the Intellectual Property Rights to the Adobe Software and has the exclusive rights to provide updates or security patches to the Adobe Software.
- e. “**Intellectual Property Rights**” or “**IPR**” means, collectively: copyright (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work); trademark (including, without limitation trade names, trademarks, service marks, and trade dress); patent (including, without limitation, the exclusive right to make, use and sell); trade secrets; moral rights; right of publicity; authors' rights; goodwill; and all other intellectual property rights or proprietary rights which may exist and/or hereafter come into existence, together with all renewals and extensions thereof, whether such rights arise under the laws of the United States, or any other state, country or jurisdiction.
- f. “**Software**” means the current version of Quantum proprietary software components or software features that incorporates or hosts the Adobe Software and any updates thereto in executable/object code format and/or accessed by remote means.
- g. “**Trademarks**” means Adobe, the Adobe logo, Flash, AIR, the “Powered by Adobe Flash” logo, and the “Powered by Adobe AIR” logo, all of which are registered or pending trademarks of Adobe.

2. Introduction and Grant of License

- a. Subject to the terms set forth in this Agreement, and during the term set out herein, Quantum hereby grants to You a limited, non-exclusive, non-transferable, revocable license to install and use the Adobe Software solely as part of the Software, subject to Your compliance with the terms of this Agreement (“License”).
- b. This Agreement does not grant You the rights to automatically receive any improvements, modifications, enhancements, or updates to the Adobe Software by Quantum or Harman, nor any other services relating to the Adobe Software, other than as set out herein.
- c. Your right to use the Adobe Software as licensed hereunder is limited by the following restrictions and subject to Your satisfaction of all of Your obligations under this Agreement, including without limitation any requirements from Adobe:
 - i. You will comply with: (A) all export laws and restrictions and regulations of the Department of Commerce or agencies or authorities of the United States and (B) similar regulations applicable to any other country to which the transaction relates. You acknowledge that neither the Adobe Software, nor the underlying information or technology, may be downloaded or otherwise exported or re-exported: (1) into (or to a

national or resident of) any country to which the U.S. has embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You hereby 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.

- ii. Except as expressly set forth in this Agreement, You may not sub-license, rent, sell, encumber, display, or grant access to the Adobe Software and any accompanying materials.
 - iii. You may not decompile, reverse engineer, reverse assemble, disassemble, or otherwise reverse engineer or reduce any software provided solely in binary or object code form to a human-perceivable form.
 - iv. You will not directly or indirectly grant, or purport to grant, to any third party any rights or immunities under Adobe's, Harman's or Quantum's IPR that will subject such intellectual property to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the Adobe Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
 - v. You will not challenge Adobe's exclusive rights to the Trademarks (including Harman's Intellectual Property Rights to Adobe Software) or Quantum's rights to the Software. If You challenge the validity of the Trademarks, Adobe, Harman and Quantum reserve the right to immediately terminate this Agreement and the License granted herein. The use of the Trademarks under this Agreement will not create in You any right, title, or interest in or to these Trademarks other than the license right set forth herein, and all goodwill arising from such use of the Trademarks will inure to the benefit of Adobe. You will not register or attempt to register any brand, names, marks, or other elements of the Adobe Trademarks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with any of the Adobe Trademarks. You will not commit any act that would cause any of the Adobe Trademarks to vest in the public domain in any jurisdiction. Other than as set forth in this Agreement, You shall make no use of the Adobe Trademarks or of any designation confusingly similar to any of the Adobe Trademarks without Adobe's prior written consent. Upon Adobe's, Harman's or Quantum's request, You will promptly provide Adobe with samples of how Adobe's Trademarks are being used by You.
 - vi. If included, You may only use, copy, reproduce and modify (i) the On2 source code (provided hereunder as a component of the source code) as necessary to enable the Adobe Software to decode video in the Flash video file format (.flv or .f4v), and (ii) the Sorenson Spark source code (provided hereunder as a component of the source code) for the limited purpose of making bug fixes and performance enhancements to the Adobe Software. All codecs provided with the Adobe Software may only be used and distributed as an integrated part of the Adobe Software and may not be accessed by any other application, including the Software. For the avoidance of doubt, the Adobe Software contains On2 VP6 and Sorenson Spark decoders but You will not be provided with the source code to this.
 - vii. With respect to any upgrade thereto, we reserve the right to require additional terms and conditions applicable solely to the upgrade and future versions thereof, and solely to the extent that such restrictions are imposed by us on You of such upgrade.
 - viii. You agree that You will be responsible, and neither Quantum, Adobe nor Harman will be liable to You or Your customers or end users, for claims arising out of the performance or non-performance of the Adobe Software.
- d. We shall have the right to share the following information relating to You or the Software with Harman and Adobe if and to the extent necessary for us to fulfill our obligations towards You under this Agreement and/or our obligations to Adobe and Harman as follows:
- i. Your name and address as specified within this Agreement;
 - ii. Software details including the operating system and Adobe Software plug-in type(s) used by You; and
 - iii. Fees paid by You to Quantum (if applicable).
- e. You are prohibited from using Adobe Software for open web browsing and using the Adobe Software in the People's Republic of China.

- f. If You are in material breach of any of this Agreement, the License to the Adobe Software that You receive will automatically terminate.

3. Indemnity

- a. The Software is provided to You "AS-IS" without any indemnity of any kind.
- b. You will defend Quantum, Harman and Adobe against any claims, suits or proceedings brought by a third party against Quantum, Harman and Adobe to the extent that such claim, suit or proceeding is based on: (a) an allegation that You or Your customers or Your or Your customer's end user's use or combination of the Adobe Software with any equipment, data, devices, or software directly infringes any patent, copyright, trademark, or trade secret, where in the absence of such combination or use, the applicable Adobe Software alone would not have given rise to the claim; (b) a breach by You of any of Your obligations under this Agreement; or (c) otherwise as a result of Your promotion or distribution of the Your products, or the Adobe Software, including, without limitation, providing representations or warranties to Your customers regarding Yours, Quantum's, Harman's or Adobe's products (each an "Infringement Claim"). You will pay Quantum, Harman or Adobe the damages, costs, and expenses (including reasonable legal fees) finally awarded against Quantum, Harman or Adobe by a court of competent jurisdiction (or settlements agreed to in writing by You), directly attributable to such Infringement Claim.
- c. For clarification purposes, nothing in this Agreement limits Adobe's, Harman's or Quantum's rights or remedies with respect to enforcing any of Adobe's, Harman's or Quantum's IPR respectively.

4. Support

- a. We will provide, at our sole discretion, updates of the Adobe Software, and where applicable the Software, throughout the term of this Agreement, provided that such updates are made available to us by Harman.

5. No Warranty: Disclaimer of Warranties or Limitation of Liabilities

- a. THE ADOBE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS RELATIONG TO PERFORMANCE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY WITH REGARD TO INFRINGEMENTS OF ANY PATENTS, COPYRIGHTS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF ADOBE, HARMAN, QUANTUM OR ANY THIRD PARTY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ADOBE SOFTWARE IS WITH YOU. QUANTUM DOES NOT WARRANT THAT THE ADOBE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE ADOBE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE ADOBE SOFTWARE WILL BE CORRECTED. NEITHER QUANTUM, HARMAN NOR ADOBE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF DATA AND LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE ADOBE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, QUANTUM'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS ARISING FROM THE SOFTWARE OR THIS AGREEMENT, WHETHER FOR BREACH, INFRINGEMENT, IN TORT, INDEMNIFICATION OR OTHERWISE, SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY RECEIVED BY QUANTUM HEREUNDER FOR YOUR USE OF THE SOFTWARE. For the avoidance of doubt, Quantum shall have no liability or responsibility for problems in the Adobe Software or other deliverables caused by misuse or the malfunction of the network or any third-party software, hardware or equipment or any other cause not attributable to Quantum.

6. Term and Termination

- a. The term of this Agreement commences on the date on which the Software is delivered to You or otherwise made available to You for access or download ("Effective Date") and shall remain valid for one (1) year following the Effective Date. This Agreement will automatically renew for additional one-year periods, unless either party provides thirty (30) days' written notice prior to the end of the then current term. Upon the termination or expiration of this Agreement, the rights and License granted to You will automatically cease without any further action of either party,

except as expressly set forth below. All amounts, if any, owed hereunder will become immediately due and payable. You will immediately cease any and all display, advertising and use of all Trademarks. Any sub-license agreements between You and Your customers or distributors granted hereunder shall also be terminated when this Agreement is terminated or expires.

- b. If You are in material breach of any term of this Agreement, the License to the Adobe Software and Software, if applicable, that You are granted hereunder will automatically and immediately terminate, without the opportunity to cure such breach.
- c. Without prejudice to any other remedy either party may have against the other party for breach or non-performance of this Agreement, either party shall have the right to terminate this Agreement with immediate effect upon written notice to the other party if the other party is in material breach of any of its obligations under this Agreement and should fail to cure such default (where curable) within fourteen (14) days after receipt of notice in writing from the complaining party. Any termination of this Agreement for whatsoever reason shall not prejudice the provisions of this Agreement which by their nature must be deemed to survive such termination.
- d. In the event of termination of this Agreement in accordance with the above, You shall within seven (7) days after termination return or destroy any deliverables, confidential information, all versions of the Adobe Software on any media and in any form in Your possession or control and shall immediately thereafter confirm in writing to Quantum that this obligation has been fulfilled.

7. General

- a. **Non-Waiver.** The failure by Quantum at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by Quantum shall not be deemed a continuing waiver and shall apply solely to the instances to which such waiver is directed.
- b. **No Assignment or Modification.** This Agreement may not be assigned, delegated, or otherwise transferred by You, by merger, acquisition, change of control, operation of law or otherwise, without the express prior written authorization of Quantum, which may withhold consent in its sole discretion. Any attempt by You to assign, delegate or otherwise transfer this Agreement in violation of the foregoing restrictions shall be null and void and a breach and Quantum shall have the right, in addition to any other remedy available at law or in equity, to terminate this Agreement at any time subsequent to such breach. This Agreement can only be modified by a written agreement executed by the parties.
- c. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without regard to any conflict of laws rules thereof. All disputes arising under this Agreement shall be resolved by a court of competent jurisdiction in Santa Clara County, California and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.
- d. **Modification.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party or otherwise unambiguously and expressly accepted by the parties; no other act, document, usage, or custom will be deemed to amend or modify this Agreement.
- e. **Severability.** If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by applicable law. The invalid or unenforceable part or provision shall be replaced with a provision negotiated in good faith between the parties which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner.
- f. **Language.** This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. You waive any right to have it written in any other language. Section headings are for convenience only.
- g. **Force Majeure.** Each party shall be excused from delays in performing or its failure to perform hereunder (other than payment of monetary obligations) to the extent that such delays or

failures result from any event beyond the reasonable control of a party that causes the delay in or failure to perform such party's obligations under this Agreement, including (but not limited to) natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, faults or errors in a third-party's hardware or software, unavailability of third party communication lines or devices, lightning strikes, explosions, collapses, Internet or other communication network "brownouts" or failures, as well as any action or omission of a person or entity beyond the reasonable control of the affected party. The affected party will cooperate with the other party and reasonably assist this other party in minimizing the impact of the circumstances on the other party.

- h. Representations.** Each party represents and warrants to the other that it has full authority to enter into this Agreement, that the execution and/or performance of this Agreement does not and will not violate or interfere with any other agreement by which such warranting party is bound; and that the warranting party will not enter into any agreement whose execution/performance would violate or interfere with this Agreement.