

# Quantum Corporation

## ADIC End User License Agreement

This License defines the terms and conditions of the license between Advanced Digital Information Corporation (ADIC) and Licensee for use of ADIC's software and related documentation. Any software or related materials provided to Licensee by ADIC will be subject to the terms and conditions of this License and by opening the accompanying package and/or by using the products, Licensee signifies its agreement with this license.

### 1. Software License.

- a. License. In consideration of Licensee's payment of the License fees and subject to the terms of this License, ADIC grants to Licensee a personal, non-exclusive, non-transferable license to use the Software (Software is defined as the current version of the software products accompanying this license agreement in object code form only). A separate license is required for use of each Software program on each of Licensee's computers. The Software will be installed initially on Licensee's Designated Computer. Licensee may thereafter transfer the Software to another one of its computers of the same machine architecture, provided that the Software is installed on one (1) Designated Computer at a time.
  
- b. Use. Licensee is authorized hereby to use the Software on one computer only (Designated Computer), or on backup equipment if the Designated Computer is inoperative until such time as the Designated Computer is restored to operation. This grant is specifically limited to use by the Licensee for normal, customary internal data processing, and specifically excludes Licensee's time-sharing or the rental of the Software or use of the Software in the development or marketing of a competitive or compatible product. No right to use, print, copy or display the Software or Documentation, in whole or in part, is granted hereby except as expressly provided in this License.
  
- c. Copying. Licensee may make one (1) copy of the Software in a non-printed, machine-readable form for archival and backup purposes only. In order to protect ADIC's trade secret and copyrights in the Software, Licensee agrees to reproduce and incorporate ADIC's trade secret or copyright notice in any copy or partial copy, and will maintain appropriate records of the location of such copy.

- d. US Government Rights. If the Licensee is the United States government, Licensee understands and agrees that ADIC Software and documentation 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.

## 2. Software Ownership and Protection

- a. Title to Software. The Software and all copies thereof are proprietary to ADIC and title thereto remains in ADIC. All applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary rights in the Software and any modifications made at Licensee's request are and will remain in ADIC.
  
- b. Restrictions. Licensee will not itself or permit others to:
  - i. sell, sublicense, transfer, publish, disclose, display, provide access via a network or otherwise make available the Software or any copy thereof to others;
  
  - ii. remove, obscure, or alter any copyright, trade secret, trademark, patent or other proprietary rights notice affixed to or displayed on the Software or Documentation;
  
  - iii. modify, merge with other programs or translate any portion of the Software into any other assembly or language; and
  
  - iv. reverse-assemble, reverse-compile or attempt to derive a source code equivalent of the Software.
  
- c. Protections. Licensee agrees to secure and protect the Software, the Documentation and copies thereof in a manner consistent with ADIC's rights therein and to take appropriate action to satisfy its obligations in this Agreement by instruction or agreement with its employees, agents, subcontractors or others who are permitted access to the Software. All

programs or copies developed by or for Licensee in violation of this License, including translations, compilations, partial copies and up-dates, are owned by ADIC.

- d. Responsibility. Licensee has sole responsibility for use of the products and any information entered, used, or stored thereon, including responsibility for protection of data from modification, destruction, or disclosure, and for the accuracy and integrity of the data. ADIC assumes no responsibility for Licensee's negligence or failure to protect its data.

### 3. **Warranty and Warranty Servicing.**

- a. Warranty. ADIC warrants that for a period of 90 days from installation the Software will conform to all substantial operational features in ADIC's current published specifications and will be free of material defects which substantially affect performance of the Software. ADIC does not warrant that the Software will meet the Licensee's requirements or that the operation of the Software will be uninterrupted or error free. The Licensee must notify ADIC in writing, within 90 days after installation of the Software of Licensee's claim of any defect. If ADIC determines that the Software is defective, ADIC's sole obligation is for ADIC, at its option, to correct, any defect in the Software or to accept the return of the Software. Where Software is returned for claims made during the warranty period, Licensee will receive a refund for the Software. This warranty is made void if the Licensee or any third party makes any modifications to the Software. ADIC is not responsible for corrections necessitated by difficulties or defects traceable to Licensee's errors or system changes.
- b. Compatibility. ADIC does not warrant that the Software is compatible with the current releases of all operating systems, nor that the Software will be made compatible with new releases of operating systems within a specified amount of time, or at all. At Licensee's request, ADIC will notify Licensee of the version level of the operating system with which the Software is intended to be compatible.
- c. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND ADIC MAKES NO WARRANTIES, EXPRESS OR

IMPLIED, FOR THE SOFTWARE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Term and Termination.** This License commences on the Effective Date and will continue uninterrupted unless Licensee fails to comply with any conditions of this License. If Licensee breaches, ADIC may, after allowing Licensee a reasonable time to cure its default, terminate this License upon written notice to the Licensee. Within 30 days after termination of this License, Licensee will certify, in writing, to ADIC, that Licensee has discontinued the use of all Software and returned to ADIC the original and all copies of the Software and Documentation in any form maintained by Licensee.
  
5. **DISCLAIMER AND LIMITATION OF LIABILITY.** THE LICENSEE HAS THE SOLE RESPONSIBILITY FOR THE ADEQUATE PROTECTION AND BACK-UP OF ITS DATA USED IN CONNECTION WITH THE SOFTWARE. IN NO EVENT WILL ADIC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE LOSS OF USE, DATA OR PROFITS, RERUN TIME, INACCURATE INPUT OR WORK DELAYS, OR ANY PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE USE, PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE, WHETHER IN ACTION, IN CONTRACT, OR TORT INCLUDING NEGLIGENCE, EVEN IF ADIC KNEW, SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADIC'S LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS LICENSE.
  
6. **General.**
  - a. No Assignment or Modification. This License is not assignable. None of the Software or Documentation may be sublicensed, assigned, or transferred to any other party without ADIC's prior written consent. Any effort contradictory with this is null and void. This License can only be modified by a written agreement executed by the parties.

- b. Governing Law and Venue. The laws of the state of Washington will govern this license. All litigation between the parties, including all applications for injunctive relief, must be conducted before a court of competent jurisdiction in King County, Washington, USA and both parties consent to personal jurisdiction of such court. If any of the provisions of this License are held to be invalid under any applicable statute or law, they are, to that extent, deemed omitted.
  
- c. Entirety. The laws of the state of Washington will govern this license. All litigation between the parties, including all applications for injunctive relief, must be conducted before a court of competent jurisdiction in King County, Washington, USA and both parties consent to personal jurisdiction of such court. If any of the provisions of this License are held to be invalid under any applicable statute or law, they are, to that extent, deemed omitted.