

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(RULE 13D - 101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO §
240.13d-2(a)

(Amendment No. 8)*

Quantum Corporation
(Name of Issuer)

Common Stock, \$.01 par value per share
(Title of Class of Securities)

747906 20 4
(CUSIP Number)

ERIC SINGER
VIEX CAPITAL ADVISORS, LLC
825 Third Avenue, 33rd Floor
New York, New York 10022

CHRISTOPHER P. DAVIS, ESQ.
KLEINBERG, KAPLAN, WOLFF & COHEN, P.C.
551 Fifth Avenue, New York, New York 10176
(212) 986-6000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

February 2, 2017
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box " .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS VIEX Opportunities Fund, LP – Series One*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,407,865
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,407,865
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,407,865	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.7%	
14	TYPE OF REPORTING PERSON PN	

* This Series One is part of a series of VIEX Opportunities Fund, LP, a Delaware series limited partnership.

1	NAME OF REPORTING PERSONS VIEX Opportunities Fund, LP - Series Two*	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,413,191
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,413,191
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,413,191	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

* This Series Two is part of a series of VIEX Opportunities Fund, LP, a Delaware series limited partnership.

1	NAME OF REPORTING PERSONS VIEX Special Opportunities Fund III, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 20,710,666
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 20,710,666
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 20,710,666	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSONS VIEX GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 8,821,056
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 8,821,056
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,821,056	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSONS VIEX Special Opportunities GP III, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 20,710,666
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 20,710,666
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 20,710,666	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSONS VIEX Capital Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 29,531,722
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 29,531,722
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,531,722	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.9%	
14	TYPE OF REPORTING PERSON IA	

1	NAME OF REPORTING PERSONS Eric Singer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 29,531,722
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 29,531,722
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,531,722	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.9%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS Dale L. Fuller	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 233,890
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 233,890
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 233,890	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS Clifford Press	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> [X] (b) <input type="checkbox"/> []	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 62,500
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 62,500
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 125,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 8 to the Schedule 13D filed by the undersigned (the "Amendment No. 8"). This Amendment No. 8 amends the Schedule 13D as specifically set forth herein.

Item 2. Security and Issuer.

Item 2 is hereby amended and restated to read as follows:

(a) This statement is filed by:

- (i) VIEX Opportunities Fund, LP - Series One ("Series One"), a series of VIEX Opportunities Fund, LP, a Delaware series limited partnership formerly known as Vertex Opportunities Fund, LP ("VIEX Opportunities") with respect to the Shares directly and beneficially owned by it;
- (ii) VIEX Opportunities Fund, LP - Series Two ("Series Two"), a series of VIEX Opportunities, with respect to the Shares directly and beneficially owned by it;
- (iii) VIEX Special Opportunities III, LP, a Delaware limited partnership formerly known as Vertex Special Opportunities III, LP ("VSO III"), with respect to the Shares directly and beneficially owned by it;
- (iv) VIEX GP, LLC, a Delaware limited liability company formerly known as Vertex GP, LLC ("VIEX GP"), as the general partner of Series One and Series Two;
- (v) VIEX Special Opportunities GP III, LLC, a Delaware limited liability company formerly known as Vertex Special Opportunities GP III, LLC ("VSO GP III"), as the general partner of VSO III;
- (vi) VIEX Capital Advisors, LLC, a Delaware limited liability company formerly known as Vertex Capital Advisors, LLC ("VIEX Capital"), as the investment manager of each of Series One, Series Two, and VSO III;
- (vii) Eric Singer ("Mr. Singer", and together with Series One, Series Two, VSO III, VIEX GP, VSO GP III and VIEX Capital, the "VIEX Persons"), as managing member of each of VIEX GP, VSO GP III, and VIEX Capital;
- (viii) Dale L. Fuller, as a nominee for the Board; and
- (ix) Clifford Press, as a nominee for the Board.

(b) The address of the principal office of each of the VIEX Persons is 825 Third Ave. 33rd Floor, New York, New York 10022. The address of the principal office of Mr. Fuller is 62 Cedar Street #1204, Seattle, Washington 98121. The address of the principal office of Mr. Press is 5632 Rutgers Road, La Jolla, California 92037.

(c) The principal business of Series One and Series Two is investing in securities. The principal business of VIEX GP is acting as the general partner of Series One and Series Two. The principal business of VSO III is investing in securities. The principal business of VSO GP III is acting as the general partner of VSO III. VIEX Capital serves as the investment manager to Series One and Series Two. The principal occupation of Mr. Singer is serving as the managing member of each of VIEX GP and VIEX Capital. The principal occupation of Mr. Fuller is serving as a member of the Issuer's Board and as Chairman of the Supervisory Board or AVG Technologies N.V. The principal occupation of Mr. Press is serving as a member of the Issuer's Board and serving as a managing member of Oliver Press Investors and Oliver Press Partners, LLC.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of VIEX Opportunities (which includes Series One and Series Two), VIEX GP, VSO III and VSO GP III and VIEX Capital is organized under the laws of the State of Delaware. Mr. Singer, Mr. Fuller and Mr. Press are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended to add the following:

The 28,181 shares purchased directly by Mr. Fuller were purchased in the open market with personal funds. The aggregate purchase price of the 28,181 Shares purchased directly by Mr. Fuller is approximately \$29,399.10, excluding brokerage fees.

The shares awarded to Mr. Fuller and to Mr. Press, were awarded to Mr. Fuller and Mr. Press in their respective capacities as directors of the Issuer.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On February 2, 2017, Series One delivered a Shareholder Nomination Letter (the "Letter") to the Issuer, notifying the Issuer of its intent to nominate five persons (the "Proposed Nominees"), including Messrs. Fuller and Press, for election to the Issuer's board of directors (the "Board") at the Issuer's annual meeting of stockholders scheduled for March 31, 2017 (the "Annual Meeting"). In the Letter, Series One reserved the right, depending on certain factors, including the total number of directors up for election at the Annual Meeting, to withdraw certain or all of its Proposed Nominees, to nominate additional nominees for election to the Board at the Annual Meeting and/or to replace any of the Proposed Nominees.

Item 5. Interest in Securities of the Issuer.

Items 5(a)-(c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each Reporting Person is based upon 271,184,262 Shares outstanding, which is the total number of Shares outstanding as of October 28, 2016 as reported in the Issuer's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on November 4, 2016.

A. Series One

(a) As of the date hereof, Series One beneficially owned 7,407,865 Shares.

Percentage: Approximately 2.7%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 7,407,865
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 7,407,865

(c) Series One has not entered into any transactions during the past 60 days.

B. Series Two

(a) As of the date hereof, Series Two beneficially owned 1,413,191 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 1,413,191
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 1,413,191

(c) Series Two has not entered into any transactions during the past 60 days.

C. VSO III

(a) As of the date hereof, VSO III beneficially owned 20,710,666 Shares.

Percentage: Approximately 7.6%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 20,710,666
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 20,710,666

(c) VSO III has not entered into any transactions in the Shares during the past 60 days.

D. VIEX GP

(a) VIEX GP, as the general partner of Series One and Series Two, may be deemed the beneficial owner of the (i) 7,407,865 shares owned by Series One and (ii) 1,413,191 shares owned by Series Two.

Percentage: Approximately 3.3%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 8,821,056
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 8,821,056

(c) VIEX GP has not entered into any transactions in the Shares during the past 60 days.

E. VSO GP III

(a) VSO GP III, as the general partner of VSO III, may be deemed the beneficial owner of the 20,710,666 shares owned by VSO III.

Percentage: Approximately 7.6%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 20,710,666
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 20,710,666

(c) VSO GP III has not entered into any transactions in the Shares during the past 60 days.

F. VIEX Capital

(a) VIEX Capital, as the investment manager of Series One and Series Two, may be deemed the beneficial owner of the (i) 7,407,865 Shares owned by Series One, (ii) 1,413,191 Shares owned by Series Two and (iii) 20,710,666 owned by VSO III.

Percentage: Approximately 10.9%

- (b) 1. Sole power to vote or direct vote: 0
- 2. Shared power to vote or direct vote: 29,531,722
- 3. Sole power to dispose or direct the disposition: 0
- 4. Shared power to dispose or direct the disposition: 29,531,722

(c) VIEX Capital has not entered into any transactions in the Shares during the past 60 days.

G. Eric Singer

(a) Mr. Singer, as the managing member of VIEX GP and VIEX Capital, may be deemed the beneficial owner of the (i) 7,407,865 Shares owned by Series One, (ii) 1,413,191 Shares owned by Series Two and (iii) 20,710,666 owned by VSO III.

Percentage: Approximately 10.9%

- (b) 1. Sole power to vote or direct vote: 0
- 2. Shared power to vote or direct vote: 29,531,722
- 3. Sole power to dispose or direct the disposition: 0
- 4. Shared power to dispose or direct the disposition: 29,531,722

(c) Mr. Singer has not entered into any transactions in the Shares during the past 60 days.

H. Dale L. Fuller

(a) As of the date here, Mr. Fuller beneficially owned 233,890 Shares, including 36,348 shares underlying restricted stock units awarded to Mr. Fuller in his capacity as a director of the Company. Such units vest on the date of the Company's 2016 annual meeting.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 233,890
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 233,890
- 4. Shared power to dispose or direct the disposition: 0

(c) Mr. Fuller has not entered into any transactions in the Shares during the past 60 days.

I. Clifford Press

(a) As of the date here, Mr. Press beneficially owned 62,500 Shares underlying 50% of 125,000 restricted stock units awarded to Mr. Press in his capacity as a director of the Company. Such units vest on April 1, 2017. The remainder of such stock units will vest in equal installments on July 1, 2017, October 1, 2017, January 1, 2018 and April 1, 2018.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 62,500
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 62,500
- 4. Shared power to dispose or direct the disposition: 0

(c) Mr. Press has not entered into any transactions in the Shares during the past 60 days.

Each of the Reporting Persons may be deemed to be a member of a "group" for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended. Each of the Reporting Persons specifically disclaims beneficial ownership of shares of Common Stock that he or it does not directly own. The filing of this Schedule 13D shall not be construed as an admission that the Reporting Persons are, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any of the Shares reported herein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On or before February 2, 2017, Series One entered into letter agreements pursuant to which it and its affiliates agreed to indemnify the Nominees against claims in connection with the proxy solicitation being considered by the Reporting Persons to nominate and elect directors at the Annual Meeting. A form of the indemnification letter agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

On February 6, 2017, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of this agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following Exhibit:

Exhibit 99.1 Form of Indemnification Letter Agreement.

Exhibit 99.2 Joint Filing Agreement by and among VIEX Opportunities Fund, LP – Series One, VIEX Opportunities Fund, LP – Series Two, VIEX GP, LLC, VIEX Special Opportunities Fund III, LP, VIEX Special Opportunities GP III, LLC, VIEX Capital Advisors, LLC, Eric Singer, Dale L. Fuller and Clifford Press, dated February 6, 2017.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information with respect to it set forth in this statement is true, complete, and correct.

Dated: February 6, 2017

VIEX Opportunities Fund, LP - Series One

By: VIEX GP, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Opportunities Fund, LP - Series Two

By: VIEX GP, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX GP, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Special Opportunities Fund III, LP

By: VIEX Special Opportunities GP III, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Special Opportunities GP III, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Capital Advisors, LLC

By: /s/ Eric Singer

Name: Eric Singer

Title: Managing Member

/s/ Eric Singer

ERIC SINGER,

Individually and as attorney-in-fact for Clifford Press
and Dale L. Fuller

[VIEX Letterhead]

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[]
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Re: Quantum Corporation

Dear Dale:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Quantum Corporation (the "Company") in connection with the proxy solicitation being considered VIEX Opportunities Fund, LP – Series One and certain of its affiliates ("VIEX") to nominate and elect directors at the Company's annual meeting of stockholders scheduled for January 31, 2017, or any other meeting of stockholders held in lieu thereof and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter ("Agreement") will set forth the terms of our agreement.

VIEX agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions whenever brought and irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to VIEX of false or misleading information (including false or misleading information included in (i) any questionnaire you are requested to complete by VIEX, (ii) any resume provided by you to VIEX or (iii) your LinkedIn profile, if available), or material breach of the terms of this Agreement; provided further, that upon your becoming a director of the Company, this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give VIEX prompt written notice of such claim or Loss (provided that failure to promptly notify VIEX shall not relieve it from any liability which it may have on account of this Agreement, except to the extent VIEX shall have been prejudiced by such failure). Upon receipt of such written notice, VIEX will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. VIEX may not enter into any settlement of Loss or claim without your consent unless such settlement includes a general release in your favor. Notwithstanding anything to the contrary set forth in this Agreement, VIEX shall not be responsible for any fees, costs or expenses, including for separate legal counsel, incurred by you without VIEX's prior written approval. In addition, you agree not to enter into any settlement of Loss or claim or make any admission without the written consent of VIEX.



You hereby agree to keep confidential and not disclose to any party, without the consent of VIEX, any confidential, proprietary or non-public information (collectively, "Information") of VIEX or its affiliates which you have heretofore obtained or may obtain. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by VIEX or its affiliates or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify VIEX so that VIEX may seek a protective order or other appropriate remedy or, in VIEX's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or VIEX does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of VIEX and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of VIEX and, upon the request of a representative of VIEX, all such information shall be returned or, at VIEX's option, destroyed by you, with such destruction confirmed by you to VIEX in writing.

You acknowledge that you are aware that the United States securities laws impose restrictions on the ability of any person who has material non-public information about a company to trade in the securities of such company and to communicate such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof. The parties agree to the exclusive jurisdiction of the state and federal courts of New York, New York, and waive, and agree not to plead or to make, any claim that any action or proceeding brought in the state and federal courts of New York, New York has been brought in an improper or inconvenient forum.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS LETTER AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH HEREIN.

* * *

If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

VIEX OPPORTUNITIES FUND, LP – SERIES ONE

By: VIEX GP, LLC
General Partner

By:

Name: Eric Singer
Title: Managing Member

ACCEPTED AND AGREED:

Name:

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock, \$0.01 par value, of Quantum Corporation, a Delaware corporation, dated as of February 6, 2017 is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: February 6, 2017

VIEX Opportunities Fund, LP - Series One

By: VIEX GP, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Opportunities Fund, LP - Series Two

By: VIEX GP, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX GP, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Special Opportunities Fund III, LP

By: VIEX Special Opportunities GP III, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Special Opportunities GP III, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX Capital Advisors, LLC

By: /s/ Eric Singer

Name: Eric Singer

Title: Managing Member

/s/ Eric Singer

ERIC SINGER,

Individually and as attorney-in-fact for Clifford Press
and Dale L. Fuller