

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

Form 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 1, 2011

QUANTUM CORPORATION
(Exact name of registrant as specified in its charter)

Commission File Number: 1-13449

Delaware
(State or other jurisdiction of
incorporation)

94-2665054
(IRS Employer
Identification No.)

1650 Technology Drive
Suite 800
San Jose, CA 95110

(Address of principal executive offices, including zip code)

408-944-4000

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departures of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Appointment of Mr. Gacek as Chief Executive Officer and Member of the Board

Effective April 1, 2011, the board of directors of Quantum Corporation (the "Company") appointed Jon W. Gacek, 49, the Company's current President and Chief Operating Officer, to be the Company's President and Chief Executive Officer. In addition, the Board increased its size to nine (9) members, and elected Mr. Gacek as a director of the Board.

Mr. Gacek joined the Company as Executive Vice President and Chief Financial Officer in August 2006, upon the Company's acquisition of Advanced Digital Information Corp. ("ADIC") and assumed the role of Chief Operating Officer in June 2009 and President in January 2011. Previously, he served as the Chief Financial Officer at ADIC from 1999 to 2006 and also led Operations during his last three years there. Prior

to ADIC, Mr. Gacek was an audit partner at PricewaterhouseCoopers LLP.

Mr. Gacek does not have any family relationships with any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company.

Compensatory Arrangements for Mr. Gacek

In connection with Mr. Gacek's appointment, the Company entered into an offer letter with Mr. Gacek, the material terms of which are as follows:

- Mr. Gacek will be paid an annual base salary of \$585,000.
- Mr. Gacek will be eligible to participate in Quantum's Chief Executive Officer Annual Incentive Plan (the "Incentive Plan"). Mr. Gacek's Incentive Plan target will be set at 100% of his base salary. Mr. Gacek will also be eligible to participate in the Company's Change in Control Program, as further described below.
- In the event Mr. Gacek's employment is involuntarily terminated by the Company other than for "cause" (as defined in by the Change in Control Agreement described below), and in a context other than a Change in Control (in which case the Change in Control Agreement is the sole source of severance benefits), Mr. Gacek will receive the equivalent of twelve (12) months of base salary and twelve months (12) of benefits continuation through COBRA in exchange for his execution of a separation agreement and general release.
- Mr. Gacek was granted (i) an option to purchase 1,300,000 shares of the Company's common stock at a per share purchase price equal to the fair market value of a share of Company's common stock on the effective date of grant and (ii) 300,000 restricted stock units. The option grant will vest and become exercisable as to 25% of the shares subject to the option on the first anniversary of the grant date and the remaining 75% of the shares will vest in equal monthly installments over the remaining three years such that all of the shares subject to the option will vest on the fourth anniversary of the effective date of grant. The restricted stock units will vest annually over a three year period from the effective date of the grant such that they are all vested on the three year anniversary of the grant date. For both the options and the restricted stock units, vesting is subject to Mr. Gacek's continued employment.
- Mr. Gacek will be eligible for another annual equity grant in 2013.

The full text of Mr. Gacek's employment offer letter is attached to this Form 8-K as Exhibit 10.1. This description is qualified by reference to the actual text of the agreement

Appointment of Mr. Belluzzo as Executive Chairman

Effective April 1, 2011, the board of directors of Quantum Corporation (the "Company") appointed Richard E. Belluzzo, 57, the Company's current Chief Executive Officer, to be the Executive Chairman of the Board to serve in that capacity until August 15, 2012.

Mr. Belluzzo joined the Company as Chief Executive Officer in September 2002. He has been Chairman of the Board since July 2003. Before joining Quantum, from September 1999 to May 2002, Mr. Belluzzo held senior management positions with Microsoft Corp., most recently President and Chief Operating Officer. Prior to Microsoft, from January 1998 to September 1999, Mr. Belluzzo was Chief Executive Officer of Silicon Graphics, Inc. Before his tenure at Silicon Graphics, from 1975 to January 1998, Mr. Belluzzo was with Hewlett-Packard, most recently as Executive Vice President of the computer organization.

Mr. Belluzzo does not have any family relationships with any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company.

Compensatory Arrangements for Mr. Belluzzo

In connection with Mr. Belluzzo's appointment, the Company entered into an offer letter with Mr. Belluzzo, the material terms of which are as follows:

- Mr. Belluzzo will be paid an annual base salary of \$350,000 and a cash bonus of \$450,000 in recognition of his past service to the Company.
- Mr. Belluzzo will also be eligible to participate in the Company's Change in Control Program through August 15, 2012, as further described below.
- In the event Mr. Belluzzo's employment is involuntarily terminated by the Company other than for "cause" (as defined in by the Change in Control Agreement described below), and in a context other than a Change in Control (in which case the Change in Control Agreement is the sole source of severance benefits), Mr. Belluzzo will receive a cash severance amount equal to the amount he would have received for base salary through August 15, 2012, full acceleration of vesting of all of his outstanding options and restricted stock unit awards and benefits continuation through COBRA through August 15, 2012 in exchange for his execution of a separation agreement and general release.
- The Board of Directors approved a modification to the vesting of 183,334 of his unvested restricted stock units that were scheduled to vest in July 2013. These restricted stock units will now vest ratably each month beginning on June 1, 2011 through July 1, 2012.

- Mr. Belluzzo will be eligible for an annual equity grant as a Board member in August 2011.

The full text of Mr. Belluzzo's offer letter is attached to this Form 8-K as Exhibit 10.2. This description is qualified by reference to the actual text of the agreement

Change of Control Agreements

Effective April 1, 2011, the board of directors of the Company approved Change of Control Agreements (each, an "Agreement") for Messrs. Belluzzo and Gacek; Linda M. Breard, Chief Financial Officer; William C. Britts, Executive Vice President, Sales, Marketing and Service; and Shawn D. Hall, Senior Vice President, General Counsel and Secretary. The Agreements replace prior change of control agreements (the "Old Agreements") that expired by their terms on April 1, 2011.

Under the Agreement for Mr. Gacek, if a "change in control" of the Company occurs and within 12 months following the change in control, Mr. Gacek's employment with the Company ends as a result of an "involuntary termination" (as each such term is defined in the Agreement), Mr. Gacek will be entitled to a lump sum payment equal to 200% of the sum of his base salary and target bonus, 100% accelerated vesting of his then-outstanding equity awards, and reimbursement for monthly premiums for COBRA continuation health coverage for one year.

In order to receive these severance benefits, Mr. Gacek must sign and not revoke a release of claims in favor of the Company and agree to not solicit the Company's employees for other employment for a period of 12 months following Mr. Gacek's termination of employment. The cash severance benefits would be payable 61 days following termination of employment assuming the release of claims has been signed and not revoked. If Mr. Gacek's severance benefits otherwise would be subject to the golden parachute excise tax under section 280G of the Internal Revenue Code, his benefits will be either paid in full (with Mr. Gacek paying the excise tax) or reduced so that no excise tax applies, whichever results in the better after-tax result for Mr. Gacek. Mr. Gacek will not be entitled to a gross-up from the Company for any such excise tax.

The Agreement for each of the executive officers named above is similar to the Agreement for Mr. Gacek except that the percentage of base salary and target bonus payable for an involuntary termination is 150% rather than 200%.

The Agreement for Mr. Belluzzo is similar to the Agreement for Mr. Gacek except that the lump sum payment payable for an involuntary termination is equal to the base compensation he would have earned if he remained employed through August 15, 2012.

A copy of the Agreement for Mr. Gacek and Mr. Belluzzo, and a copy of the form of Agreement for each of the executive officers are filed with this Current Report on Form 8-K as Exhibits 10.3 - 10.5, respectively.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description
10.1	Employment offer letter, dated March 31, 2011, between Registrant and Jon W. Gacek.
10.2	Offer letter, dated March 31, 2011, between Registrant and Richard E. Belluzzo.
10.3	Chief Executive Change of Control Agreement between Registrant and Jon W. Gacek.
10.4	Executive Chairman Change of Control Agreement between Registrant and Richard E. Belluzzo.
10.5	Form of Officer Change of Control Agreement between Registrant and each of Registrant's Executive Officers (other than the Chief Executive Officer).

Signature(s)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

April 5, 2011

QUANTUM CORPORATION
/s/ Shawn D. Hall
Shawn D. Hall
Senior Vice President, General Counsel
and Secretary

Exhibit No.	Description
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10.3	Chief Executive Change of Control Agreement between Registrant and Jon W. Gacek.
10.4	Executive Chairman Change of Control Agreement between Registrant and Richard E. Belluzzo.
10.5	Form of Officer Change of Control Agreement between Registrant and each of Registrant's Executive Officers (other than the Chief Executive Officer).

[QUANTUM LETTERHEAD]

March 31, 2011

Mr. Jon Gacek

[address]

Dear Jon,

I am pleased to offer you the position of Chief Executive Officer and Board member for Quantum Corporation. This is an officer position reporting to the Board of Directors.

In conjunction with this promotion, your base salary will be \$585,000 annually (\$48,750 monthly). You will also be eligible to participate in Quantum's Chief Executive Officer Annual Incentive plan. Your bonus target opportunity will be 100% of your base salary although the actual amount of any payout will be determined as described in the Plan based on the achievement of specific performance criteria.

The Company will recommend to the Board of Directors that a grant of 1,300,000 stock options be made available to you. These options will be priced at fair market value on the day that they are approved by the Leadership & Compensation Committee of the BOD which occurs at the beginning of April. Your stock options will vest over four years as follows: 25% will cliff vest one year from the date of grant and the remainder will vest monthly thereafter at the rate of 1/48th of the original grant amount over the following three years. In addition to these options, you will also be granted 300,000 Restricted Stock Units (RSU). These RSUs will vest annually over a three-year period in 1/3 increments. This grant is intended to cover a two year period. You will be eligible for another annual grant in 2013.

As a Quantum executive, you will be covered by Quantum's Change of Control Program. An individual CEO agreement will be executed upon your start date.

In the event your employment is involuntarily terminated by the Company other than for "cause" (as defined in Quantum's Change in Control Agreement), and in a context other than a Change in Control (in which case Quantum's Change in Control Agreement shall be the sole source of severance benefits), Quantum will provide to you the equivalent of twelve (12) months of base salary and twelve months (12) of benefits continuation through COBRA in exchange for your execution of a separation agreement and general release.

Notwithstanding anything to the contrary in this offer letter, if you are a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder ("Section 409A") at the time of your termination of employment (other than due to death), then the severance benefits payable to you under this offer letter, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") otherwise due to you on or within the six (6) month period following your termination of employment will accrue during such six (6) month period and will become payable in a lump sum payment (less applicable withholding taxes) on the date six (6) months and one (1) day following the date of your termination of employment. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if you die following your termination of employment but prior to the six (6) month anniversary of your date of termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum (less applicable withholding taxes) to your estate as soon as administratively practicable after the date of your death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

It is the intent of this offer letter to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. You and the Company agree to work together in good faith to consider amendments to this offer letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to you.

To confirm your acceptance of this offer, please sign and return an original copy of this letter to me in the San Jose office. This offer letter, if accepted, supercedes and replaces your offer letter dated August 25, 2006, as amended.

Jon, on behalf of the Board members, I'd like to extend our congratulations on this new opportunity and express our confidence in your ability to lead the company as we move forward.

Sincerely,

/s/ Rick Belluzzo

Rick Belluzzo

Chairman

Quantum Corporation

I understand and accept the terms of this promotion.

Signed /s/ Jon Gacek Date March 31, 2011

Jon Gacek

Start Date: April 1, 2011

[QUANTUM LETTERHEAD]

March 31, 2011

Mr. Rick Belluzzo

[address]

Dear Rick,

I am pleased to offer you the position of Executive Chairman for Quantum Corporation. This position will be effective April 1, 2011 through August 15, 2012 which coincides with the annual shareholder meeting.

In conjunction with this position, your base salary will be \$350,000 annually (\$29,167 monthly). You will also receive a bonus of \$450,000 on the effective date of this action in recognition of the many contributions you have made to Quantum during your tenure as Chief Executive Officer. You will be eligible to receive a stock grant in conjunction with the annual Board of Directors stock grant program in August 2011.

In addition, the Board of Directors has approved the acceleration of 183,334 unvested Restricted Stock Units which were scheduled to vest in July 2013. Those shares will vest monthly beginning in June 2011 through July 1, 2012.

In the event your employment is terminated involuntarily in a context other than for "cause" (as defined in the Change of Control document) or a Change of Control (in which case Quantum's Change of Control Agreement shall be the sole source of severance benefits) Quantum will:

- Pay you the salary that would have been earned from the effective date of the termination through August 15, 2012;
- Fully vest all remaining unvested options and RSUs as of the effective date of the action
- Continue benefit coverage through August 15, 2012.

You will be covered by Quantum's Change of Control Program through August 15, 2012. An individual agreement will be executed upon your start date.

Notwithstanding anything to the contrary in this offer letter, if you are a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder ("Section 409A") at the time of your termination of employment (other than due to death), then the severance benefits payable to you under this offer letter, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") otherwise due to you on or within the six (6) month period following your termination of employment will accrue during such six (6) month period and will become payable in a lump sum payment (less applicable withholding taxes) on the date six (6) months and one (1) day following the date of your termination of employment. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if you die following your termination of employment but prior to the six (6) month anniversary of your date of termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum (less applicable withholding taxes) to your estate as soon as administratively practicable after the date of your death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

It is the intent of this offer letter to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. You and the Company agree to work together in good faith to consider amendments to this offer letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to you.

This offer letter, if accepted, supercedes and replaces your offer letter dated July 12, 2002, as amended.

To confirm your acceptance of this offer, please sign and return an original copy of this letter to Shawn Hall in the San Jose office.

Sincerely,

/s/ Tom Buchsbaum

Tom Buchsbaum

Lead Independent Director

Quantum Corporation

I understand and accept the terms of this promotion.

Signed /s/ Richard Belluzzo Date April 1, 2011

Richard Belluzzo

Start Date: April 1, 2011

QUANTUM CORPORATION

CHIEF EXECUTIVE CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT ("Agreement") is effective as of April 1, 2011, by and between Jon W. Gacek (the "Employee") and QUANTUM CORPORATION, a Delaware corporation (the "Corporation").

Recitals

A. Whereas, the Employee is the chief executive officer of the Corporation.

B. The board of directors of the Corporation has determined that it is in the best interests of the Corporation and its stockholders to assure that the Corporation will have the continued dedication and objectivity of the Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Corporation.

C. The board of directors believes that it is important to provide the Employee with compensation arrangements and stock benefits upon a Change of Control, provided the Employee executes and does not revoke a release of claims in favor of the Corporation in the event of his Involuntary Termination (as defined below) following such Change of Control, which provide the Employee with enhanced financial security, are competitive with those of other corporations, and provide sufficient incentive to the Employee to remain with the Corporation following a Change of Control.

D. Certain capitalized terms used in the Agreement are defined in Section 4 below.

In consideration of the mutual covenants herein contained, and in consideration of the continuing employment of the Employee by the Corporation, the parties agree as follows:

1. Change of Control Severance Benefits. If the Employee's employment terminates at any time on or within twelve (12) months after a Change of Control, then the following shall apply:
 - a. Voluntary Resignation; Termination For Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, or if the Employee voluntarily accepts a position within the Corporation below the level of vice president then the Employee shall not be entitled to receive severance or other benefits except for those (if any) as may be available under the Corporation's severance and benefits plans and policies existing at the time of such termination.
 - b. Involuntary Termination. If the Employee's employment terminates due to an Involuntary Termination, then the Employee shall be entitled to receive a lump-sum severance payment equal to:
 - i. 200% of the Employee's then established Base Compensation;
 - ii. 200% of the target bonus; and
 - iii. if applicable, monthly reimbursements from the Corporation for the same level of health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment; provided, however, that: (i) the Employee constitutes a qualified beneficiary, as defined in Section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended; and (ii) the Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. The Corporation shall continue to reimburse the Employee for premiums paid to continue such coverage until one (1) year after the date of the Involuntary Termination or, if earlier, until Employee is eligible for similar benefits from another employer. The Employee shall be responsible for the payment of COBRA premiums (including, without limitation, all administrative expenses) for the remaining COBRA period. If the provisions of COBRA do not apply to Employee (for instance, if the Employee is employed outside of the United States), the Corporation will provide Employee with a lump sum payment equal to twelve (12) multiplied by the portion, if any, of the premium the Corporation was paying for the Employee's health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment. In addition, and notwithstanding anything to the contrary in this Section 1(b)(iii), if the Corporation determines in its sole discretion that it cannot provide the COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Corporation will in lieu thereof provide to the Employee a taxable monthly payment in an amount equal to the monthly COBRA premium that the Employee would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Employee elects COBRA continuation coverage.
 - c. Offset. In the event the Corporation becomes liable to the Employee for any severance payments or benefits required under any applicable statute, law or regulation, whether federal, state, local, foreign or otherwise, the severance pay (including any payments under Section 1(b)(iii)) the Employee would otherwise be entitled to receive under this Section 1 will be reduced by any liability the Corporation may have to the Employee with respect to such statutes, laws or regulations.

2. Acceleration of Vesting of Equity-Based Compensation Awards.

- a. Termination in Connection with a Change of Control. If the Employee's employment terminates on or within the twelve (12) month period following a Change of Control, then, subject to Section 5 below, the vesting of any equity-based compensation awards held by the Employee shall be as follows:
 - i. Voluntary Resignation; Termination for Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, the Employee is entitled to exercise or receive payment for any vested equity-based compensation awards. All further vesting of Employee's outstanding equity-based compensation awards will terminate immediately.
 - ii. Involuntary Termination. If the Employee suffers an Involuntary Termination, then the portion of any equity-based compensation awards then held by the Employee that is not vested shall automatically become vested.

3. Code Section 409A.

- a. Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits (as defined below) will be considered due or payable until the Employee has a "separation from service " within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder ("Section 409A"). In addition, if the Employee is a "specified employee " within the meaning of Section 409A at the time of the Employee's separation from service (other than due to death), then the severance benefits payable to the Employee under this Agreement, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") otherwise due to the Employee on or within the six (6) month period following the Employee's separation from service will accrue during such six (6) month period and will become payable in a lump sum payment (less applicable withholding taxes) on the date six (6) months and one (1) day following the date of the Employee's separation from service . All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if the Employee dies following his separation from service but prior to the six (6) month anniversary of his date of separation , then any payments delayed in accordance with this paragraph will be payable in a lump sum (less applicable withholding taxes) to the Employee's estate as soon as administratively practicable after the date of the Employee's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.
- b. This provision is intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Corporation and the Employee agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Employee under Section 409A.

4. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

- a. Base Compensation. "Base Compensation" shall mean the annual base salary the Corporation pays the Employee for his services immediately prior to an Involuntary Termination.
- b. Change of Control. "Change of Control" shall mean the occurrence of any of the following events:
 - i. Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Corporation representing forty percent (40%) or more of the total voting power represented by the Corporation's then outstanding voting securities; or
 - ii. A change in the composition of the board of directors of the Corporation occurring within a twenty-four (24) month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Corporation as of the date hereof, or (B) are elected, or nominated for election, to the board of directors of the Corporation with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Corporation); or
 - iii. The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or the consummation of a sale or disposition by the Corporation of all or substantially all the Corporation's assets.
- c. Involuntary Termination. "Involuntary Termination" shall mean any purported termination of the Employee's employment by the Corporation which is not effected for Disability or for Cause or any termination of the Employee's employment by the

Employee following: (i) the assignment to the Employee of any duties or the reduction of the Employee's duties, either of which results in a significant diminution in the Employee's position or responsibilities with the Corporation in effect immediately prior to such assignment, or the removal of the Employee from such position and responsibilities; (ii) a substantial reduction of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) a reduction by the Corporation in the Base Compensation of the Employee as in effect immediately prior to such reduction, other than a uniform reduction applicable to all executives generally; (iv) a material reduction by the Corporation in the kind or level of employee benefits to which the Employee is entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced, other than a uniform reduction applicable to all executives generally; (v) the relocation of the Employee to a facility or a location more than fifty (50) miles from the Employee's then present location; or (vi) the failure of the Corporation to obtain the assumption of this agreement by any successors contemplated in Section 8 below.

d. Cause. "Cause" shall mean: (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an employee that is intended to result in substantial personal enrichment of the Employee; (ii) the conviction of a felony; (iii) a willful act by the Employee which constitutes gross misconduct injurious to the Corporation; and (iv) continued violations by the Employee of the Employee's obligations to the Corporation under the Corporation's established personnel policies and procedures which are demonstrably willful and deliberate on the Employee's part after the Corporation has delivered a written demand for performance to the Employee that describes the basis for the Corporation's belief that the Employee has not substantially performed his duties and afforded the Employee at least fifteen (15) days to cure.

e. Disability. "Disability" shall mean that the Employee has been unable to perform his duties under this Agreement as the result of his incapacity due to physical or mental illness with or without reasonable accommodation, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Corporation or its insurers and acceptable to the Employee or the Employee's legal representative (such statement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Corporation of its intention to terminate the Employee's employment. In the event that the Employee resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.

f. Disinterested Board. "Disinterested Board" shall mean the board of directors of the Corporation excluding those members of the board of directors, if any, who are parties to agreements or arrangements identical to or substantially similar to this Agreement.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable or provided to the Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee's severance benefits hereunder shall be either:

(i) delivered in full, or

(ii) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by the Employee on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Unless the Corporation and the Employee otherwise agree in writing, any determination required under this Section 5 shall be made in writing in good faith by the accounting firm serving as the Corporation's independent public accountants immediately prior to the Change of Control (the "Accountants"). In the event of a reduction in benefits hereunder, the reduction will occur in the following order: the vesting acceleration of stock options, then cash severance benefits, then vesting acceleration of restricted stock awards, and then Corporation-paid COBRA coverage. In the event that acceleration of vesting of stock options or restricted stock awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant (that is, the latest first) for the Employee's stock options or restricted stock awards, as applicable. If two or more stock options or restricted stock awards are granted on the same day, the stock options or restricted stock awards, as applicable, will be reduced on a pro-rata basis. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5.

6. At-Will Employment. The Corporation and the Employee acknowledge that the Employee's employment is at will and may be terminated at any time and for any reason, with or without notice. On termination of the Employee's employment, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Corporation's established employee plans and policies at the time of termination.

7. Term, Amendment and Termination.

a. Term. Subject to subsection (b) below, the terms of this Agreement shall terminate upon the earlier of: (i) the date that all

obligations of the parties hereunder have been satisfied; (ii) April 1, 2012; or (iii) twelve (12) months after a Change of Control; provided, however, that the terms of this Agreement shall be automatically extended for additional one-year terms following the end of the initial period unless the Corporation provides written notice at least one month in advance of the expiration of the current term. A termination of the terms of this Agreement pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the payment or provision of compensation or benefits on account of a termination of employment occurring prior to the termination of the terms of this Agreement.

- b. Amendment and Termination. Unless a Change of Control has previously occurred, except as provided in paragraph 7(a) above, the termination or amendment of this Agreement shall not become effective until six (6) months from the time the Corporation has provided to Employee written notice of the amendment or termination, with such amendment or termination to be approved by unanimous resolution of the Disinterested Board. Notwithstanding the foregoing, if a Change of Control occurs during the six (6) month notice period described above, such amendment or termination of the Agreement shall not become effective unless the Employee consents in writing to the amendment or termination. If a Change of Control occurs, this Agreement shall no longer be subject to amendment, change, substitution, deletion, revocation or termination in any respect whatsoever except as provided in paragraph 7(a)(iii) above or to the extent the Employee consents to such amendment or termination in accordance with this paragraph.
- c. Form of Amendment. The Form of any proper amendment or termination of this Agreement shall be a written instrument signed by a duly authorized officer or officers of the Corporation, certifying that the amendment or termination has been approved by the Disinterested Board in accordance with Section 7(b).

8. Successors.

- a. Corporation's Successors. Any successor to the Corporation (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Corporation's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Corporation would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Corporation" shall include any successor to the Corporation's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.
- b. Employee's Successors. The terms of this Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.
- c. Employment By Subsidiaries. If the Employee is employed by a wholly owned subsidiary of Quantum Corporation, then: (i) "Corporation" as defined herein shall be deemed to include such subsidiary; and (ii) the effects intended to result from a Change of Control under this Agreement shall apply to such subsidiary, and the Employee shall be entitled to all the benefits and subject to all the obligations provided herein.

9. Notice.

- a. General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when emailed to the Employee's Corporation email address (assuming the Employee still is employed by the Corporation) or to his personal email address if available, personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Corporation in writing. In the case of the Corporation, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.
- b. Notice of Termination. Any termination by the Corporation for Cause or by the Employee as a result of an Involuntary Termination shall be communicated by a notice of termination of the other party hereto given in accordance with this Section 9 of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date (which shall be not more than fifteen (15) days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such fact or circumstance in enforcing his rights hereunder.

- 10. Release of Claims. In order to receive any of the benefits provided for pursuant to this Agreement upon the Employee's Involuntary Termination, the Employee (or his legal representative in the event of death or disability as the case may be) shall be required to execute and not revoke a release of claims (in a form provided by the Corporation) in favor of the Corporation within the period required by the release and in no event later than sixty (60) days following the Employee's Involuntary Termination, inclusive of any revocation period set forth in the release, which release will include a provision prohibiting the solicitation of employees of the Corporation for a period of one year.
- 11. Timing of Benefits. Subject to Section 3 of this Agreement, benefits provided for pursuant to this Agreement shall be paid on the 61st day following Employee's separation from service, but only if the Employee has signed and not revoked the release of claims

required pursuant to Section 10 of this Agreement.

12. Miscellaneous Provisions.

- a. No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.
- b. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Corporation (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- c. Whole Agreement. No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof.
- d. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.
- e. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
- f. Arbitration.
 - i. Employee and the Corporation agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be finally settled by binding arbitration to be held in Milpitas, California under the National Rules for the Resolution of Employment Disputes supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect (the "Rules"). The parties shall be entitled to conduct discovery pursuant to the California Code of Civil Procedure. The arbitrator may regulate the timing and sequence of such discovery and shall decide any discovery disputes or controversies between the Corporation and Employee. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.
 - ii. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to rules or conflicts of law.
 - iii. Unless otherwise provided for by law, the Corporation and the Employee shall each pay half of the costs and expenses of such arbitration.
 - iv. THE EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. THE EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THIS AGREEMENT.
- g. No Assignment of Benefits. The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (g) shall be void.
- h. Withholding Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- i. Assignment by Corporation. The Corporation may assign its rights under this Agreement to an affiliate, and an affiliate may assign its rights under this Agreement to another affiliate of the Corporation or to the Corporation provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Corporation at the time of assignment. In the case of any such assignment, the term "Corporation" when used in a section of this Agreement shall mean the Corporation that actually employs the Employee.
- j. Amendment of Award Agreements. The Corporation and the Employee agree that the provisions of this Agreement shall supersede any conflicting provisions of any equity-based compensation award agreement of the Employee, and the Corporation and the Employee agree to execute such further documents as may be necessary to amend any such agreement. With respect to equity-based compensation awards granted on or after the date hereof, the provisions of this Agreement will apply to such awards except to the extent otherwise explicitly provided in the applicable equity-based compensation award

agreement.

- k. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any provisions of this Agreement.
- l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Corporation by its duly authorized officer, as of the day and year first above written.

QUANTUM CORPORATION

EMPLOYEE

By /s/ Shawn D. Hall

/s/ Jon W. Gacek

Shawn D. Hall

Jon W. Gacek

Senior Vice President, General Counsel

President and Chief Executive Officer

SIGNATURE PAGE OF CHIEF EXECUTIVE CHANGE OF CONTROL AGREEMENT

QUANTUM CORPORATION

EXECUTIVE CHAIRMAN CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT ("Agreement") is effective as of April 1, 2011, by and between Richard E. Belluzzo (the "Employee") and QUANTUM CORPORATION, a Delaware corporation (the "Corporation").

Recitals

A. Whereas, the Employee is the executive chairman of the Corporation.

B. The board of directors of the Corporation has determined that it is in the best interests of the Corporation and its stockholders to assure that the Corporation will have the continued dedication and objectivity of the Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Corporation.

C. The board of directors believes that it is important to provide the Employee with compensation arrangements and stock benefits upon a Change of Control, provided the Employee executes and does not revoke a release of claims in favor of the Corporation in the event of his Involuntary Termination (as defined below) following such Change of Control, which provide the Employee with enhanced financial security, are competitive with those of other corporations, and provide sufficient incentive to the Employee to remain with the Corporation following a Change of Control.

D. Certain capitalized terms used in the Agreement are defined in Section 4 below.

In consideration of the mutual covenants herein contained, and in consideration of the continuing employment of the Employee by the Corporation, the parties agree as follows:

1. Change of Control Severance Benefits. If the Employee's employment terminates at any time on or within twelve (12) months after a Change of Control, then the following shall apply:
 - a. Voluntary Resignation; Termination For Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, or if the Employee voluntarily accepts a position within the Corporation below the level of vice president then the Employee shall not be entitled to receive severance or other benefits except for those (if any) as may be available under the Corporation's severance and benefits plans and policies existing at the time of such termination.
 - b. Involuntary Termination. If the Employee's employment terminates due to an Involuntary Termination, then the Employee shall be entitled to receive a lump-sum severance payment equal to:
 - i. the amount of Employee's Base Compensation that would be payable if Employee remained employed through August 15, 2012;
 - ii. if applicable, monthly reimbursements from the Corporation for the same level of health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment; provided, however, that: (i) the Employee constitutes a qualified beneficiary, as defined in Section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended; and (ii) the Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. The Corporation shall continue to reimburse the Employee for premiums paid to continue such coverage until one (1) year after the date of the Involuntary Termination or, if earlier, until Employee is eligible for similar benefits from another employer. The Employee shall be responsible for the payment of COBRA premiums (including, without limitation, all administrative expenses) for the remaining COBRA period. If the provisions of COBRA do not apply to Employee (for instance, if the Employee is employed outside of the United States), the Corporation will provide Employee with a lump sum payment equal to twelve (12) multiplied by the portion, if any, of the premium the Corporation was paying for the Employee's health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment. In addition, and notwithstanding anything to the contrary in this Section 1(b)(iii), if the Corporation determines in its sole discretion that it cannot provide the COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Corporation will in lieu thereof provide to the Employee a taxable monthly payment in an amount equal to the monthly COBRA premium that the Employee would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Employee elects COBRA continuation coverage.
 - c. Offset. In the event the Corporation becomes liable to the Employee for any severance payments or benefits required under any applicable statute, law or regulation, whether federal, state, local, foreign or otherwise, the severance pay (including any payments under Section 1(b)(iii)) the Employee would otherwise be entitled to receive under this Section 1 will be reduced by any liability the Corporation may have to the Employee with respect to such statutes, laws or regulations.

2. Acceleration of Vesting of Equity-Based Compensation Awards.

- a. Termination in Connection with a Change of Control. If the Employee's employment terminates on or within the twelve (12) month period following a Change of Control, then, subject to Section 5 below, the vesting of any equity-based compensation awards held by the Employee shall be as follows:
- i. Voluntary Resignation; Termination for Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, the Employee is entitled to exercise or receive payment for any vested equity-based compensation awards. All further vesting of Employee's outstanding equity-based compensation awards will terminate immediately.
 - ii. Involuntary Termination. If the Employee suffers an Involuntary Termination, then the portion of any equity-based compensation awards then held by the Employee that is not vested shall automatically become vested.

3. Code Section 409A.

- a. Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits (as defined below) will be considered due or payable until the Employee has a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder ("Section 409A"). In addition, if the Employee is a "specified employee" within the meaning of Section 409A at the time of the Employee's separation from service (other than due to death), then the severance benefits payable to the Employee under this Agreement, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") otherwise due to the Employee on or within the six (6) month period following the Employee's separation from service will accrue during such six (6) month period and will become payable in a lump sum payment (less applicable withholding taxes) on the date six (6) months and one (1) day following the date of the Employee's separation from service. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if the Employee dies following his separation from service but prior to the six (6) month anniversary of his date of separation, then any payments delayed in accordance with this paragraph will be payable in a lump sum (less applicable withholding taxes) to the Employee's estate as soon as administratively practicable after the date of the Employee's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.
- b. This provision is intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Corporation and the Employee agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Employee under Section 409A.

4. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

- a. Base Compensation. "Base Compensation" shall mean the annual base salary the Corporation pays the Employee for his services immediately prior to an Involuntary Termination.
- b. Change of Control. "Change of Control" shall mean the occurrence of any of the following events:
- i. Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Corporation representing forty percent (40%) or more of the total voting power represented by the Corporation's then outstanding voting securities; or
 - ii. A change in the composition of the board of directors of the Corporation occurring within a twenty-four (24) month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Corporation as of the date hereof, or (B) are elected, or nominated for election, to the board of directors of the Corporation with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Corporation); or
 - iii. The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or the consummation of a sale or disposition by the Corporation of all or substantially all the Corporation's assets.
- c. Involuntary Termination. "Involuntary Termination" shall mean any purported termination of the Employee's employment by the Corporation which is not effected for Disability or for Cause or any termination of the Employee's employment by the

Employee following: (i) the assignment to the Employee of any duties or the reduction of the Employee's duties, either of which results in a significant diminution in the Employee's position or responsibilities with the Corporation in effect immediately prior to such assignment, or the removal of the Employee from such position and responsibilities; (ii) a substantial reduction of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) a reduction by the Corporation in the Base Compensation of the Employee as in effect immediately prior to such reduction, other than a uniform reduction applicable to all executives generally; (iv) a material reduction by the Corporation in the kind or level of employee benefits to which the Employee is entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced, other than a uniform reduction applicable to all executives generally; (v) the relocation of the Employee to a facility or a location more than fifty (50) miles from the Employee's then present location; or (vi) the failure of the Corporation to obtain the assumption of this agreement by any successors contemplated in Section 8 below.

- d. Cause. "Cause" shall mean: (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an employee that is intended to result in substantial personal enrichment of the Employee; (ii) the conviction of a felony; (iii) a willful act by the Employee which constitutes gross misconduct injurious to the Corporation; and (iv) continued violations by the Employee of the Employee's obligations to the Corporation under the Corporation's established personnel policies and procedures which are demonstrably willful and deliberate on the Employee's part after the Corporation has delivered a written demand for performance to the Employee that describes the basis for the Corporation's belief that the Employee has not substantially performed his duties and afforded the Employee at least fifteen (15) days to cure.
- e. Disability. "Disability" shall mean that the Employee has been unable to perform his duties under this Agreement as the result of his incapacity due to physical or mental illness with or without reasonable accommodation, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Corporation or its insurers and acceptable to the Employee or the Employee's legal representative (such statement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Corporation of its intention to terminate the Employee's employment. In the event that the Employee resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.
- f. Disinterested Board. "Disinterested Board" shall mean the board of directors of the Corporation excluding those members of the board of directors, if any, who are parties to agreements or arrangements identical to or substantially similar to this Agreement.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable or provided to the Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee's severance benefits hereunder shall be either:

(i) delivered in full, or

(ii) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by the Employee on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Unless the Corporation and the Employee otherwise agree in writing, any determination required under this Section 5 shall be made in writing in good faith by the accounting firm serving as the Corporation's independent public accountants immediately prior to the Change of Control (the "Accountants"). In the event of a reduction in benefits hereunder, the reduction will occur in the following order: the vesting acceleration of stock options, then cash severance benefits, then vesting acceleration of restricted stock awards, and then Corporation-paid COBRA coverage. In the event that acceleration of vesting of stock options or restricted stock awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant (that is, the latest first) for the Employee's stock options or restricted stock awards, as applicable. If two or more stock options or restricted stock awards are granted on the same day, the stock options or restricted stock awards, as applicable, will be reduced on a pro-rata basis. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5.

6. At-Will Employment. The Corporation and the Employee acknowledge that the Employee's employment is at will and may be terminated at any time and for any reason, with or without notice. On termination of the Employee's employment, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Corporation's established employee plans and policies at the time of termination.

7. Term, Amendment and Termination.

a. Term. Subject to subsection (b) below, the terms of this Agreement shall terminate upon the earlier of: (i) the date that all

obligations of the parties hereunder have been satisfied; (ii) August 15, 2012; or (iii) twelve (12) months after a Change of Control. A termination of the terms of this Agreement pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the payment or provision of compensation or benefits on account of a termination of employment occurring prior to the termination of the terms of this Agreement.

- b. Amendment and Termination. Unless a Change of Control has previously occurred, except as provided in paragraph 7(a) above, the termination or amendment of this Agreement shall not become effective until six (6) months from the time the Corporation has provided to Employee written notice of the amendment or termination, with such amendment or termination to be approved by unanimous resolution of the Disinterested Board. Notwithstanding the foregoing, if a Change of Control occurs during the six (6) month notice period described above, such amendment or termination of the Agreement shall not become effective unless the Employee consents in writing to the amendment or termination. If a Change of Control occurs, this Agreement shall no longer be subject to amendment, change, substitution, deletion, revocation or termination in any respect whatsoever except as provided in paragraph 7(a)(iii) above or to the extent the Employee consents to such amendment or termination in accordance with this paragraph.
- c. Form of Amendment. The Form of any proper amendment or termination of this Agreement shall be a written instrument signed by a duly authorized officer or officers of the Corporation, certifying that the amendment or termination has been approved by the Disinterested Board in accordance with Section 7(b).

8. Successors.

- a. Corporation's Successors. Any successor to the Corporation (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Corporation's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Corporation would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Corporation" shall include any successor to the Corporation's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.
- b. Employee's Successors. The terms of this Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.
- c. Employment By Subsidiaries. If the Employee is employed by a wholly owned subsidiary of Quantum Corporation, then: (i) "Corporation" as defined herein shall be deemed to include such subsidiary; and (ii) the effects intended to result from a Change of Control under this Agreement shall apply to such subsidiary, and the Employee shall be entitled to all the benefits and subject to all the obligations provided herein.

9. Notice.

- a. General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when emailed to the Employee's Corporation email address (assuming the Employee still is employed by the Corporation) or to his personal email address if available, personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Corporation in writing. In the case of the Corporation, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.
- b. Notice of Termination. Any termination by the Corporation for Cause or by the Employee as a result of an Involuntary Termination shall be communicated by a notice of termination of the other party hereto given in accordance with this Section 9 of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date (which shall be not more than fifteen (15) days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such fact or circumstance in enforcing his rights hereunder.

10. Release of Claims. In order to receive any of the benefits provided for pursuant to this Agreement upon the Employee's Involuntary Termination, the Employee (or his legal representative in the event of death or disability as the case may be) shall be required to execute and not revoke a release of claims (in a form provided by the Corporation) in favor of the Corporation within the period required by the release and in no event later than sixty (60) days following the Employee's Involuntary Termination, inclusive of any revocation period set forth in the release, which release will include a provision prohibiting the solicitation of employees of the Corporation for a period of one year.

11. Timing of Benefits. Subject to Section 3 of this Agreement, benefits provided for pursuant to this Agreement shall be paid on the 61st day following Employee's separation from service, but only if the Employee has signed and not revoked the release of claims required pursuant to Section 10 of this Agreement.

12. Miscellaneous Provisions.

- a. No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.
- b. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Corporation (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- c. Whole Agreement. No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof.
- d. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.
- e. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
- f. Arbitration.
 - i. Employee and the Corporation agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be finally settled by binding arbitration to be held in Milpitas, California under the National Rules for the Resolution of Employment Disputes supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect (the "Rules"). The parties shall be entitled to conduct discovery pursuant to the California Code of Civil Procedure. The arbitrator may regulate the timing and sequence of such discovery and shall decide any discovery disputes or controversies between the Corporation and Employee. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.
 - ii. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to rules or conflicts of law.
 - iii. Unless otherwise provided for by law, the Corporation and the Employee shall each pay half of the costs and expenses of such arbitration.
 - iv. THE EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. THE EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THIS AGREEMENT.
- g. No Assignment of Benefits. The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (g) shall be void.
- h. Withholding Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- i. Assignment by Corporation. The Corporation may assign its rights under this Agreement to an affiliate, and an affiliate may assign its rights under this Agreement to another affiliate of the Corporation or to the Corporation provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Corporation at the time of assignment. In the case of any such assignment, the term "Corporation" when used in a section of this Agreement shall mean the Corporation that actually employs the Employee.
- j. Amendment of Award Agreements. The Corporation and the Employee agree that the provisions of this Agreement shall supersede any conflicting provisions of any equity-based compensation award agreement of the Employee, and the Corporation and the Employee agree to execute such further documents as may be necessary to amend any such agreement. With respect to equity-based compensation awards granted on or after the date hereof, the provisions of this Agreement will apply to such awards except to the extent otherwise explicitly provided in the applicable equity-based compensation award agreement.
- k. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any provisions of this Agreement.

1. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Corporation by its duly authorized officer, as of the day and year first above written.

QUANTUM CORPORATION

EMPLOYEE

By /s/ Shawn D. Hall

/s/ Richard E. Belluzzo

Shawn D. Hall

Richard E. Belluzzo

Senior Vice President, General Counsel

Executive Chairman of the Board

SIGNATURE PAGE OF CHIEF EXECUTIVE CHANGE OF CONTROL AGREEMENT

QUANTUM CORPORATION
OFFICER CHANGE OF CONTROL AGREEMENT

THIS OFFICER CHANGE OF CONTROL AGREEMENT ("Agreement") is effective as of April 1, 2011, by and between _____ (the "Employee") and QUANTUM CORPORATION, a Delaware corporation (the "Corporation").

Recitals

A. Whereas, the Employee is a Section 16 Officer of the Corporation.

B. The board of directors of the Corporation has determined that it is in the best interests of the Corporation and its stockholders to assure that the Corporation will have the continued dedication and objectivity of the Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Corporation.

C. The board of directors believes that it is important to provide the Employee with compensation arrangements and stock benefits upon a Change of Control, provided the Employee executes and does not revoke a release of claims in favor of the Corporation in the event of his or her Involuntary Termination (as defined below) following such Change of Control, which provide the Employee with enhanced financial security, are competitive with those of other corporations, and provide sufficient incentive to the Employee to remain with the Corporation following a Change of Control.

D. Certain capitalized terms used in the Agreement are defined in Section 4 below.

In consideration of the mutual covenants herein contained, and in consideration of the continuing employment of the Employee by the Corporation, the parties agree as follows:

1. Change of Control Severance Benefits. If the Employee's employment terminates at any time on or within twelve (12) months after a Change of Control, then the following shall apply:
 - a. Voluntary Resignation; Termination For Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, or if the Employee voluntarily accepts a position within the Corporation below the level of vice president then the Employee shall not be entitled to receive severance or other benefits except for those (if any) as may be available under the Corporation's severance and benefits plans and policies existing at the time of such termination.
 - b. Involuntary Termination. If the Employee's employment terminates due to an Involuntary Termination, then the Employee shall be entitled to receive a lump-sum severance payment equal to:
 - i. 150% of the Employee's then established Base Compensation;
 - ii. 150% of the target bonuses; and
 - iii. if applicable, monthly reimbursements from the Corporation for the same level of health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment; provided, however, that: (i) the Employee constitutes a qualified beneficiary, as defined in Section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended; and (ii) the Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. The Corporation shall continue to reimburse the Employee for premiums paid to continue such coverage until one (1) year after the date of the Involuntary Termination or, if earlier, until Employee is eligible for similar benefits from another employer. The Employee shall be responsible for the payment of COBRA premiums (including, without limitation, all administrative expenses) for the remaining COBRA period. If the provisions of COBRA do not apply to Employee (for instance, if the Employee is employed outside of the United States), the Corporation will provide Employee with a lump sum payment equal to twelve (12) multiplied by the portion, if any, of the premium the Corporation was paying for the Employee's health coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment. In addition, and notwithstanding anything to the contrary in this Section 1(b)(iii), if the Corporation determines in its sole discretion that it cannot provide the COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Corporation will in lieu thereof provide to the Employee a taxable monthly payment in an amount equal to the monthly COBRA premium that the Employee would be required to pay to continue his or her group health coverage in effect on the date of his or her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Employee elects COBRA continuation coverage.
 - c. Offset. In the event the Corporation becomes liable to the Employee for any severance payments or benefits required under

any applicable statute, law or regulation, whether federal, state, local, foreign or otherwise, the severance pay (including any payments under Section 1(b)(iii)) the Employee would otherwise be entitled to receive under this Section 1 will be reduced by any liability the Corporation may have to the Employee with respect to such statutes, laws or regulations. In addition, in the event the Employee is entitled to severance payments or benefits pursuant to any agreement or arrangement with the Corporation (including agreements or arrangements with predecessor employers which have been assumed by the Corporation by operation of law or otherwise), the severance pay (including any payments under Section 1(b)(iii)) the Employee would otherwise be entitled to receive under this Section 1 will be reduced by any liability the Corporation may have to the Employee with respect to such agreement(s) or arrangement(s).

2. Acceleration of Vesting of Equity-Based Compensation Awards.

- a. Termination in Connection with a Change of Control. If the Employee's employment terminates on or within the twelve (12) month period following a Change of Control, then, subject to Section 5 below, the vesting of any equity-based compensation awards held by the Employee shall be as follows:
- i. Voluntary Resignation; Termination for Cause. If the Employee's employment terminates in a voluntary resignation, including termination due to death or Disability (and not an Involuntary Termination), or if the Employee is terminated for Cause, the Employee is entitled to exercise or receive payment for any vested equity-based compensation awards. All further vesting of Employee's outstanding equity-based compensation awards will terminate immediately.
 - ii. Involuntary Termination. If the Employee suffers an Involuntary Termination, then the portion of any equity-based compensation awards then held by the Employee that is not vested shall automatically become vested.

3. Code Section 409A.

- a. Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits (as defined below) will be considered due or payable until the Employee has a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder ("Section 409A"). In addition, if the Employee is a "specified employee" within the meaning of Section 409A at the time of the Employee's separation from service (other than due to death), then the severance benefits payable to the Employee under this Agreement, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") otherwise due to the Employee on or within the six (6) month period following the Employee's separation from service will accrue during such six (6) month period and will become payable in a lump sum payment (less applicable withholding taxes) on the date six (6) months and one (1) day following the date of the Employee's separation from service. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if the Employee dies following his or her separation from service but prior to the six (6) month anniversary of his or her date of separation, then any payments delayed in accordance with this paragraph will be payable in a lump sum (less applicable withholding taxes) to the Employee's estate as soon as administratively practicable after the date of the Employee's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.
- b. This provision is intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Corporation and the Employee agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Employee under Section 409A.

4. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

- a. Base Compensation. "Base Compensation" shall mean the annual base salary the Corporation pays the Employee for his or her services immediately prior to an Involuntary Termination.
- b. Change of Control. "Change of Control" shall mean the occurrence of any of the following events:
- i. Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Corporation representing forty percent (40%) or more of the total voting power represented by the Corporation's then outstanding voting securities; or
 - ii. A change in the composition of the board of directors of the Corporation occurring within a twenty-four (24) month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Corporation as of the date hereof, or (B) are elected, or nominated for election, to the board of directors of the Corporation with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Corporation); or
 - iii. The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or

consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or the consummation of a sale or disposition by the Corporation of all or substantially all the Corporation's assets.

- c. Involuntary Termination. "Involuntary Termination" shall mean any purported termination of the Employee's employment by the Corporation which is not effected for Disability or for Cause or any termination of the Employee's employment by the Employee following: (i) the assignment to the Employee of any duties or the reduction of the Employee's duties, either of which results in a significant diminution in the Employee's position or responsibilities with the Corporation in effect immediately prior to such assignment, or the removal of the Employee from such position and responsibilities; (ii) a substantial reduction of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) a reduction by the Corporation in the Base Compensation of the Employee as in effect immediately prior to such reduction, other than a uniform reduction applicable to all executives generally; (iv) a material reduction by the Corporation in the kind or level of employee benefits to which the Employee is entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced, other than a uniform reduction applicable to all executives generally; (v) the relocation of the Employee to a facility or a location more than fifty (50) miles from the Employee's then present location; or (vi) the failure of the Corporation to obtain the assumption of this agreement by any successors contemplated in Section 8 below.
 - d. Cause. "Cause" shall mean: (i) any act of personal dishonesty taken by the Employee in connection with his or her responsibilities as an employee that is intended to result in substantial personal enrichment of the Employee; (ii) the conviction of a felony; (iii) a willful act by the Employee which constitutes gross misconduct injurious to the Corporation; and (iv) continued violations by the Employee of the Employee's obligations to the Corporation under the Corporation's established personnel policies and procedures which are demonstrably willful and deliberate on the Employee's part after the Corporation has delivered a written demand for performance to the Employee that describes the basis for the Corporation's belief that the Employee has not substantially performed his or her duties and afforded the Employee at least fifteen (15) days to cure.
 - e. Disability. "Disability" shall mean that the Employee has been unable to perform his or her duties under this Agreement as the result of his or her incapacity due to physical or mental illness with or without reasonable accommodation, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Corporation or its insurers and acceptable to the Employee or the Employee's legal representative (such statement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Corporation of its intention to terminate the Employee's employment. In the event that the Employee resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.
 - f. Disinterested Board. "Disinterested Board" shall mean the board of directors of the Corporation excluding those members of the board of directors, if any, who are parties to agreements or arrangements identical to or substantially similar to this Agreement.
5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable or provided to the Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee's severance benefits hereunder shall be either:
- i. delivered in full, or
 - ii. delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by the Employee on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Unless the Corporation and the Employee otherwise agree in writing, any determination required under this Section 5 shall be made in writing in good faith by the accounting firm serving as the Corporation's independent public accountants immediately prior to the Change of Control (the "Accountants"). In the event of a reduction in benefits hereunder, the reduction will occur in the following order: the vesting acceleration of stock options, then cash severance benefits, then vesting acceleration of restricted stock awards, and then Corporation-paid COBRA coverage. In the event that acceleration of vesting of stock options or restricted stock awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant (that is, the latest first) for the Employee's stock options or restricted stock awards, as applicable. If two or more stock options or restricted stock awards are granted on the same day, the stock options or restricted stock awards, as applicable, will be reduced on a pro-rata basis. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Employee shall furnish to the Accountants such information and

documents as the Accountants may reasonably request in order to make a determination under this Section. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5.

6. At-Will Employment. The Corporation and the Employee acknowledge that the Employee's employment is at will and may be terminated at any time and for any reason, with or without notice. On termination of the Employee's employment, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Corporation's established employee plans and policies at the time of termination.
7. Term, Amendment and Termination.
 - a. Term. Subject to subsection (b) below, the terms of this Agreement shall terminate upon the earlier of: (i) the date that all obligations of the parties hereunder have been satisfied; (ii) April 1, 2012; or (iii) twelve (12) months after a Change of Control; provided, however, that the terms of this Agreement shall be automatically extended for additional one-year terms following the end of the initial period unless the Corporation provides written notice at least one month in advance of the expiration of the current term. A termination of the terms of this Agreement pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the payment or provision of compensation or benefits on account of a termination of employment occurring prior to the termination of the terms of this Agreement.
 - b. Amendment and Termination. Unless a Change of Control has previously occurred, except as provided in paragraph 7(a) above, the termination or amendment of this Agreement shall not become effective until six (6) months from the time the Corporation has provided to Employee written notice of the amendment or termination, with such amendment or termination to be approved by unanimous resolution of the Disinterested Board. Notwithstanding the foregoing, if a Change of Control occurs during the six (6) month notice period described above, such amendment or termination of the Agreement shall not become effective unless the Employee consents in writing to the amendment or termination. If a Change of Control occurs, this Agreement shall no longer be subject to amendment, change, substitution, deletion, revocation or termination in any respect whatsoever except as provided in paragraph 7(a)(iii) above or to the extent the Employee consents to such amendment or termination in accordance with this paragraph.
 - c. Form of Amendment. The Form of any proper amendment or termination of this Agreement shall be a written instrument signed by a duly authorized officer or officers of the Corporation, certifying that the amendment or termination has been approved by the Disinterested Board in accordance with Section 7(b).
8. Successors.
 - a. Corporation's Successors. Any successor to the Corporation (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Corporation's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Corporation would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Corporation" shall include any successor to the Corporation's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.
 - b. Employee's Successors. The terms of this Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.
 - c. Employment By Subsidiaries. If the Employee is employed by a wholly owned subsidiary of Quantum Corporation, then: (i) "Corporation" as defined herein shall be deemed to include such subsidiary; and (ii) the effects intended to result from a Change of Control under this Agreement shall apply to such subsidiary, and the Employee shall be entitled to all the benefits and subject to all the obligations provided herein.
9. Notice.
 - a. General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when emailed to the Employee's Corporation email address (assuming the Employee still is employed by the Corporation) or to his or her personal email address if available, personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Corporation in writing. In the case of the Corporation, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.
 - b. Notice of Termination. Any termination by the Corporation for Cause or by the Employee as a result of an Involuntary Termination shall be communicated by a notice of termination of the other party hereto given in accordance with this Section 9 of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date (which shall be not more than fifteen (15) days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such

fact or circumstance in enforcing his or her rights hereunder.

10. Release of Claims. In order to receive any of the benefits provided for pursuant to this Agreement upon the Employee's Involuntary Termination, the Employee (or his or her legal representative in the event of death or disability as the case may be) shall be required to execute and not revoke a release of claims (in a form provided by the Corporation) in favor of the Corporation within the period required by the release and in no event later than sixty (60) days following the Employee's Involuntary Termination, inclusive of any revocation period set forth in the release, which release will include a provision prohibiting the solicitation of employees of the Corporation for a period of one year.
11. Timing of Benefits. Subject to Section 3 of this Agreement, benefits provided for pursuant to this Agreement shall be paid on the 61st day following Employee's separation from service, but only if the Employee has signed and not revoked the release of claims required pursuant to Section 10 of this Agreement.
12. Miscellaneous Provisions.
 - a. No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.
 - b. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Corporation (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
 - c. Whole Agreement. No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof.
 - d. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.
 - e. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
 - f. Arbitration.
 - i. Employee and the Corporation agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be finally settled by binding arbitration to be held in Milpitas, California under the National Rules for the Resolution of Employment Disputes supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect (the "Rules"). The parties shall be entitled to conduct discovery pursuant to the California Code of Civil Procedure. The arbitrator may regulate the timing and sequence of such discovery and shall decide any discovery disputes or controversies between the Corporation and Employee. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.
 - ii. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to rules or conflicts of law.
 - iii. Unless otherwise provided for by law, the Corporation and the Employee shall each pay half of the costs and expenses of such arbitration.
 - iv. THE EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. THE EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THIS AGREEMENT.
 - g. No Assignment of Benefits. The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (g) shall be void.
 - h. Withholding Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
 - i. Assignment by Corporation. The Corporation may assign its rights under this Agreement to an affiliate, and an affiliate may

assign its rights under this Agreement to another affiliate of the Corporation or to the Corporation provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Corporation at the time of assignment. In the case of any such assignment, the term "Corporation" when used in a section of this Agreement shall mean the Corporation that actually employs the Employee.

- j. Amendment of Award Agreements. The Corporation and the Employee agree that the provisions of this Agreement shall supersede any conflicting provisions of any equity-based compensation award agreement of the Employee, and the Corporation and the Employee agree to execute such further documents as may be necessary to amend any such agreement. With respect to equity-based compensation awards granted on or after the date hereof, the provisions of this Agreement will apply to such awards except to the extent otherwise explicitly provided in the applicable equity-based compensation award agreement.
- k. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any provisions of this Agreement.
- l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Corporation by its duly authorized officer, as of the day and year first above written.

QUANTUM CORPORATION

EMPLOYEE

By: _____

By: _____

Name:

Name:

Title:

Title: