

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

FORM S-8
REGISTRATION STATEMENT

Under
The Securities Act of 1933

QUANTUM CORPORATION

(Exact name of issuer as specified in its charter)

DELAWARE
(State of incorporation)

94-2665054
(I.R.S. Employer
Identification Number)

1650 Technology Drive, Suite 800
San Jose, California 95110
(Address of principal executive offices)

ADIC-Rocksoft Employee Retention Pool Share Plan
(Full title of the plan(s))

Shawn D. Hall
Sr. Vice President, General Counsel and Secretary
Quantum Corporation
1650 Technology Drive, Suite 800
San Jose, California 95110
(Name and address of agent for service)
(408) 944-4000
(Telephone number, including area code, of agent for service)

Copy to:
Steven E. Bochner, Esq.
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304-1050

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
QTM Common Stock, par value \$0.01 per share, issuable under the ADIC-Rocksoft Employee Retention Pool Share Plan	940,000 shares	\$0.92	\$864,800 (1)	\$48.26 (2)
Total:	940,000 shares	\$0.92	\$864,800	\$48.26

- (1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rules 457(c) and (h) under the Securities Act of 1933, as amended (the "Securities Act") on the basis of \$0.92 per share, the average of the high and low prices per share of the Registrant's QTM Common Stock on August 3, 2009, as reported on the New York Stock Exchange.
- (2) Amount of the Registration Fee was calculated pursuant to Section 6(b) of the Securities Act and was determined by multiplying the proposed maximum aggregate offering price by 0.00005580.

QUANTUM CORPORATION
REGISTRATION STATEMENT ON FORM S-8

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

ITEM 3. Incorporation of Documents by Reference.

The following documents and information filed with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference in this Registration Statement of Quantum Corporation (referred to herein as the "Registrant"):

(a) The Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 2009, filed with the Commission pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on June 30, 2009;

(b) The Registrant's Current Reports on Form 8-K filed with the Commission dated April 15, 2009 (filed April 16, 2009), dated June 3, 2009 (filed June 9, 2009), dated June 3, 2009 (filed June 9, 2009), dated June 17, 2009 (filed June 23, 2009), dated June 19, 2009 (filed June 23, 2009) and dated July 1, 2009 (filed July 1, 2009); and

(c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A filed with the Commission on July 21, 1999 pursuant to Section 12(b) of the Exchange Act and any amendment or report filed for the purpose of updating any such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered pursuant to this Registration Statement have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. Description of Securities.

Inapplicable.

ITEM 5. Interests of Named Experts and Counsel.

Inapplicable.

II-1

ITEM 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's Board of Directors to grant, indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended (the "Securities Act"). The Registrant's Amended and Restated Certificate of Incorporation contains a provision eliminating the personal liability of the Registrant's directors to the Registrant or its stockholders for breach of fiduciary duty as a director to the fullest extent permitted by applicable law. The Registrant's Bylaws, as amended, provide for the indemnification of its directors, officers, employees and other agents to the maximum extent permitted by Delaware General Corporation Law, and the Registrant has entered into agreements with its officers, directors and certain key employees implementing such indemnification.

ITEM 7. Exemption from Registration Claimed.

Inapplicable.

ITEM 8. Exhibits.

Exhibit Number	Description
4.1	ADIC-Rocksoft Employee Retention Pool Share Plan
5.1	Opinion regarding legality of Wilson Sonsini Goodrich & Rosati, P.C.
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Ernst & Young LLP
23.3	Consent of Wilson Sonsini Goodrich & Rosati, P.C. (included in Exhibit 5.1)
24.1	Power of Attorney (see page II-6)

ITEM 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

II-2

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the Registration Statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the Registration Statement or made in a document incorporated or deemed incorporated by reference into the Registration Statement or prospectus that is part of the Registration Statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the Registration Statement or prospectus that was part of the Registration Statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424; (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant; (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and (iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

II-3

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-4

SIGNATURES

Pursuant to the requirements of the Securities Act, as amended, the Registrant, Quantum Corporation, a corporation organized and existing under the laws of the State of Delaware, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on this 5th day of August, 2009.

QUANTUM CORPORATION

By: /s/ Shawn D. Hall

Shawn D. Hall

Senior Vice President, General Counsel and Secretary

II-5

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Richard E. Belluzzo and Shawn D. Hall, jointly and severally, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-8 (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
<u>/s/ Richard E. Belluzzo</u> (Richard E. Belluzzo)	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	August 5, 2009
<u>/s/ Jon W. Gacek</u> (Jon W. Gacek)	Executive Vice President, Chief Financial Officer and Chief Operating Officer (Principal Financial Officer and Principal Accounting Officer)	August 5, 2009
<u>/s/ Paul R. Auvil, III</u> (Paul R. Auvil, III)	Director	August 5, 2009
<u>/s/ Michael A. Brown</u> (Michael A. Brown)	Director	August 5, 2009
<u>/s/ Thomas S. Buchsbaum</u> (Thomas S. Buchsbaum)	Director	August 5, 2009
<u>/s/ Edward M. Esber, Jr.</u> (Edward M. Esber, Jr.)	Director	August 5, 2009
<u>/s/ Elizabeth A. Fetter</u> (Elizabeth A. Fetter)	Director	August 5, 2009
<u>/s/ Joseph A. Marengi</u> (Joseph A. Marengi)	Director	August 5, 2009
<u>/s/ Bruce A. Pasternack</u> (Bruce A. Pasternack)	Director	August 5, 2009
<u>/s/ Dennis P. Wolf</u> (Dennis P. Wolf)	Director	August 5, 2009

II-6

INDEX TO EXHIBITS

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24.1	Power of Attorney (see page II-6)

II-7

ADIC-ROCKSOFT EMPLOYEE RETENTION POOL SHARE PLAN

PLAN RULES

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	PURPOSE OF THE PLAN	4
3.	OPERATION OF THE PLAN	4
4.	CUSTODIAN	4
5.	HOW THE PLAN WORKS	4
6.	SHARES AND ACCRETIONS	5
7.	TERMINATION OR SUSPENSION OF THE PLAN	5
8.	CONNECTION WITH OTHER SCHEMES	6
9.	RELATIONSHIP OF THE COMPANY, ROCKSOFT AND PARTICIPANTS	6
10.	LIABILITY	6
11.	ADMINISTRATION OF THE PLAN	6
12.	LISTING RULES AND OTHER LAWS	7
13.	NOTICES	7
14.	GOVERNING LAW	8

ADVANCED DIGITAL INFORMATION CORP
("COMPANY")

ADIC-ROCKSOFT EMPLOYEE RETENTION POOL SHARE PLAN

PLAN RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Rules, unless something else is clearly intended:

"**Accretion**" means any accretion, dividend, distribution, entitlement, benefit or right of whatever kind whether cash or otherwise which is issued, declared, paid, made, arises or accrues directly or indirectly to, or in respect of, a Share, including any such entitlement relating to a subdivision, consolidation or other reconstruction, Entitlements Offer or distribution from any reserve of the Company and any reduction of capital.

"**AUD**" means Australian dollars.

"**Board**" means the board of directors of the Company or a committee appointed by the Board.

"**Bonus Shares**" means the shares in respect of the Plan Shares issued as part of a bonus issue to security holders of the Company.

"**Custodian**" means the custodian appointed from time to time by the Company in accordance with Rule 4 to hold the Plan Shares in accordance with these Rules.

"Corporations Act" means the Corporations Act 2001 (Commonwealth of Australia).

"Effective Date" has the meaning set out in the Implementation Deed.

"Employee" means a person who is a permanent full-time or permanent part-time employee of the Company or Rocksoft.

"Entitlements Offer" means an offer made by the Company to subscribe for, or otherwise acquire, issued or unissued securities, whether of the Company or any other body.

"Event" means:

- (a) a takeover bid or proposal for control of the Company is made to the holders of Shares which is recommended for acceptance by the Board and is free from all conditions;
- (b) pursuant to an application made to the Court, the Court orders a meeting to be held in relation to a proposed compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company;

1

(c) the Company passes a resolution for voluntary winding up;

(d) an order is made for the compulsory winding up of the Company; or

(e) a determination by the Board that there are circumstances which have occurred, or are likely to occur, which will result in significant changes to the structure or control of the Company which may adversely affect the rights or value of benefits to Participants under the Plan.

"Implementation Agreement" means the Implementation Agreement between Rocksoft and the Company dated March 14, 2006, as amended.

"Listing Rules" means the listing rules of NASDAQ and any other rules of NASDAQ which are applicable while the Company is admitted to the official list of NASDAQ, each as amended or replaced from time to time, except to the extent of any express written waiver by NASDAQ.

"Plan Expenses" means all expenses, outgoings, costs and charges incurred in establishing and operating the Plan and includes any amount of income or other tax payable by the Company in relation to the Plan.

"Retention Amount" means the AUD equivalent of USD \$2,000,000, using the AUD/USD exchange rate as published by the Reserve Bank of Australia as at the date of the Implementation Agreement.

"Plan Shares" means:

- (a) Shares held by the Custodian under the Plan, being shares which rank equally for all purposes with the Shares; and
- (b) Shares which are deemed to be Plan Shares by virtue of Rule 6.

"Proportional Plan Shares" means the proportion of Plan Shares, as set out in the Schedule and as amended from time to time pursuant to Rule 5.2, which a Participant may receive pursuant to these Rules.

"Rocksoft" means Rocksoft Limited (ABN 47 008 280 153).

"Participants" means the participants of the Plan, being the persons listed in the Schedule.

"Plan" means the ADIC-Rocksoft Employee Retention Pool Share Plan constituted by these Rules.

"Rules" means these rules of the Plan, as amended from time to time.

"Shares" means fully paid shares of common stock of the Company.¹

¹ In connection with the consummation of the merger of ADIC and Quantum Corporation on August 22, 2006, "Shares" was revised to mean shares of common stock of Quantum Corporation.

2

"Transfer Date" means the earliest of the date that:

- (a) is 3 years after the Effective Date; and
- (b) the occurrence of an Event.

"USD" means United States dollars.

1.2 Interpretation

In these Rules, unless something else is clearly intended:

- (a) a reference to these Rules is a reference to these Rules as amended, varied, novated, supplemented or replaced from time to time;
- (b) a reference to any legislation or any provision of any legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (c) words or expressions:
 - (i) importing the singular include the plural and vice versa;
 - (ii) importing a gender include the other genders;
 - (iii) denoting persons include corporations, firms, unincorporated bodies, authorities and instrumentalities;
- (d) a reference to a party to these Rules includes that party's executors, administrators, successors and permitted assigns;
- (e) where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning;
- (f) a reference to a Rule number or Schedule is a reference to a Rule or Schedule in these Rules;
- (g) the Schedules to these Rules form part of these Rules and have effect as if set out in full in these Rules;
- (h) any heading or table of contents is for convenience only and does not affect the interpretation of these Rules;
- (i) where an act would be required to be done, or a time limit or period would expire, on a day which is not a business day, the act may be done, or the limit or period will expire, on the following business day;
- (j) a reference to any thing (including to any right) includes a part of that thing;

3

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- (k) a right includes any remedy, privilege, authority or power;
 - (l) where a consent or approval is required under these Rules, the requirement will, unless something else is clearly intended, mean the prior written consent or approval; and
 - (m) wherever used in these Rules, the expressions "including", "such as" and similar expressions shall not imply any limitation.

2. PURPOSE OF THE PLAN

The Plan provides Participants with an opportunity to receive Shares.

3. OPERATION OF THE PLAN

- 3.1 The Plan commences on the Effective Date.
- 3.2 The Plan must be operated in accordance with these Rules which bind the Company and each Participant.
- 3.3 The Company must pay all Plan Expenses.

4. CUSTODIAN

- 4.1 The Company shall appoint from time to time a person willing to act as the Custodian to hold the Plan Shares in accordance with these Rules.
- 4.2 The Company must enter into an agreement with the Custodian relating to the Custodian's appointment under these Rules.
- 4.3 Subject to the agreement between the Company and the Custodian, the Company may replace the Custodian with another Custodian from time to time.

5. HOW THE PLAN WORKS

5.1 Application of Retention Amount

On the Effective Date, the Company must pay the Retention Amount to the Custodian and cause the Custodian to apply the Retention Amount to acquire:

- (a) Shares in the ordinary course of trading on the market conducted by NASDAQ; and/or
- (b) new Shares issued by the Company.

4

5.2 Cessation of Employment

If a Participant ceases to be an Employee prior to the Transfer Date, the Company will adjust the Proportional Plan Shares accordingly.

5.3 Transfer of Plan Shares

- (a) The Company will arrange for the transfer of the Proportional Plan Shares from the Custodian to a Participant on the Transfer Date only if the Participant:
 - (i) has been an Employee at all times between and including the Effective Date and the Transfer Date;
 - (ii) has not tendered their resignation as an Employee before or on the Transfer Date.
- (b) For the avoidance of doubt, a Participant has no entitlement to the Proportional Plan Shares until the Transfer Date and unless the Participant is entitled to receive the Proportional Plan Shares under Rule 5.3(a).

5.4 Disclosure Document

Should the issue or transfer of the Plan Shares to the Participant require the preparation of a disclosure document under the Corporations Act, the Company will, in lieu of the issue or transfer of the Plan Shares to the Participant, arrange for the payment to the Participant of cash equivalent (in USD) to the value of the Proportional Plan Shares that the Participant is entitled to on the Transfer Date.

6. SHARES AND ACCRETIONS

- 6.1 Bonus Shares and any other Shares which accrue on Plan Shares must be held by the Custodian under these Rules and such Shares will be deemed to be Plan Shares for the purposes of the Plan.
- 6.2 If an Accretion arises in respect of Plan Shares, other than Shares, the Custodian must realise that Accretion and use the funds to acquire further Shares, which will be deemed to be Plan Shares for the purposes of the Plan.

7. TERMINATION OR SUSPENSION OF THE PLAN

- 7.1 The Company must terminate or suspend the Plan if the law or any regulatory authority requires that it do so.
- 7.2 The Plan must be immediately terminated if an order is made or an effective resolution is passed for the winding up of the Company, other than for the purpose of amalgamation or reconstruction.

5

8. CONNECTION WITH OTHER SCHEMES

- 8.1 The Company is not restricted to using the Plan as the only method of providing incentive rewards to Employees and may approve and introduce other incentive schemes.
- 8.2 Participation in the Plan does not affect participation in any other incentive or other scheme of the Company unless these Rules or that scheme provide otherwise.

9. RELATIONSHIP OF THE COMPANY, ROCKSOFT AND PARTICIPANTS

- 9.1 Except as expressly provided in these Rules, nothing in these Rules:
 - (a) confers on any Participant the right to continue as an Employee;
 - (b) confers on any Participant the right to receive Plan Shares;
 - (c) affects any rights which the Company or Rocksoft may have to terminate the employment of a Participant; or
 - (d) may be used to increase damages in any action brought against the Company or Rocksoft in respect of such termination of employment.
- 9.2 The Participants will not have any control over the operation of the Plan irrespective of any rights they may have under these Rules.

10. LIABILITY

The Company, Rocksoft and their respective directors and officers are not liable for anything done or omitted to be done by any person with respect to anything done in connection with the Plan, except for the dishonesty or fraud of such person.

11. ADMINISTRATION OF THE PLAN

11.1 The Plan will be administered by the Company in accordance with these Rules.

11.2 The Company may make regulations for operating and administering the Plan which are consistent with these Rules and may delegate necessary functions to an appropriate service provider capable of performing those functions and implementing those regulations.

11.3 Except as expressly provided in these Rules, where these Rules provide for a determination, interpretation, decision, approval or opinion of the Company, such determination, interpretation, decision, approval or opinion will be in its absolute discretion and final.

11.4 Subject to the law, any power or discretion which is conferred on the Company by these Rules may be exercised in the interests, or for the benefit, of the Company, and the Company is not, in exercising such power or discretion, under any fiduciary or other obligation to any other person.

6

11.5 The Company may delegate such functions and powers as it considers appropriate, for the efficient administration of the Plan, to a committee.

11.6 The Company may take and rely upon independent professional or expert advice in, or in relation to, the exercise of any of its powers or discretions under these Rules.

11.7 The Company may each require a Participant to complete and return such other documents:

- (a) as may be required by law to be completed by the Participant; or
- (b) which the Company considers should, for legal or regulatory or taxation reasons, be completed by the Participant.

12. LISTING RULES AND OTHER LAWS

12.1 These Rules and the Participants' entitlements under the Plan are subject to the Listing Rules and any other applicable laws.

12.2 Notwithstanding any other Rule, every provision that is required to be included in these Rules in order for these Rules to comply with the Listing Rules or any other applicable law is deemed to be contained in these Rules.

12.3 To the extent that any provision deemed by Rule 12.2 to be contained in these Rules is inconsistent with any other Rule, the deemed provision will prevail.

13. NOTICES

13.1 A notice will be deemed to be duly given:

- (a) on the day of delivery by hand or email;
- (b) 2 days after the date of posting by prepaid registered post (or 7 days if sent to an address outside Australia); or
- (c) if sent by facsimile, when the answer back or message confirmation is received,

as the case may be.

13.2 This Rule 13 is in addition to any other mode of service permitted by law.

13.3 A notice or direction given under these Rules is validly given to a Participant if it is handed to the person or posted by ordinary prepaid post to the person's address specified in the Offer to that person.

7

13.4 A notice or direction given under these Rules to the Company is validly given if it is delivered by hand or email, posted by ordinary prepaid post or faxed to the address set out below:

Advanced Digital Information Corp.

Street Address: 11431 Willows Road NE Redmond, WA 98052

Mailing Address: P.O. Box 97057 Redmond, WA 98073-9757

August 5, 2009

Quantum Corporation
1650 Technology Drive, Suite 800
San Jose, California 95110

RE: REGISTRATION STATEMENT ON FORM S-8

Ladies and Gentlemen:

We have acted as counsel to Quantum Corporation, a Delaware corporation (the “Company” or “you”) and have examined the Registration Statement on Form S-8 to be filed by you with the Securities and Exchange Commission on or about August 5, 2009 (the “Registration Statement”), in connection with the registration under the Securities Act of 1933, as amended, of 940,000 shares of Quantum Corporation—QTM Common Stock, par value \$0.01 per share (the “Shares”), reserved for issuance under the ADIC-Rocksoft Employee Retention Pool Share Plan (the “Plan”).

As your legal counsel, we have examined the instruments, documents and records that we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed; and (d) that the Plan is governed by the laws of the State of Delaware (excluding conflict of law principles).

Based on such examination, it is our opinion that, when issued and sold in the manner referred to in the Plan, the Shares will be legally and validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name wherever it appears in the Registration Statement. In giving such consent, we do not consider that we are “experts” within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder, with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Very truly yours,

/s/ Wilson Sonsini Goodrich & Rosati

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated June 30, 2009 relating to the consolidated financial statements, consolidated financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Quantum Corporation's Annual Report on Form 10-K for the year ended March 31, 2009.

PricewaterhouseCoopers LLP
Seattle, WA
August 5, 2009

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the ADIC-Rocksoft Employee Retention Pool Share Plan of Quantum Corporation of our report dated June 11, 2008, with respect to the consolidated financial statements and schedule of Quantum Corporation included in its Annual Report (Form 10-K) for the year ended March 31, 2009, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Palo Alto, California
August 5, 2009
