

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 11, 2020

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

Delaware
(State or other jurisdiction
of incorporation)

001-13449
(Commission
File Number)

94-2665054
(I.R.S. Employer
Identification No.)

224 Airport Parkway, Suite 550
San Jose, California 95510
(Address of principal executive offices, including zip code)

(408) 944-4000
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	QMCO	The Nasdaq Stock Market LLC

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 (see General Instructions A.2. below):

- 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)
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- 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))

Securities registered pursuant to Section 12(b) of the Act:

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement

On April 13, 2020, Quantum Corporation (the “Company”) entered into a Payment Protection Term Note (the “Note”) effective April 11, 2020 with PNC Bank, National Association as the lender (“Lender”) in an aggregate principal amount of \$10,000,000 pursuant to the Paycheck Protection Program under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the “PPP Loan”). Subject to the terms of the Note, the PPP Loan bears interest at a fixed rate of one percent (1%) per annum, with the first six months of interest deferred, has an initial term of two years, and is unsecured and guaranteed by the Small Business Administration.

As of April 11, 2020, the Company entered into the Second Amendment (the “Revolver Amendment”) to the Amended and Restated Revolving Credit and Security Agreement, dated as of December 27, 2018 (as the same may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Revolving Credit Agreement”), among the Company, Quantum LTO Holdings, LLC, the lenders from time to time party thereto, and PNC Bank, National Association, as administrative agent for such lenders. The amendment amends certain terms of the Revolving Credit Agreement in a manner that enables the Company to enter into the Note and avail itself of the PPP Loan.

In addition, on April 13, 2020, the Company entered into Amendment No. 3 (the “Term Loan Amendment”) to the Term Loan Credit and Security Agreement, dated as of December 27, 2018 (as the same may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Term Loan Credit Agreement”), among the Company, Quantum LTO Holdings, LLC, the lenders from time to time party thereto, and U.S. Bank National Association, as disbursing and collateral agent for such lenders. The Term Loan Amendment amends the definition of Permitted Indebtedness in the Term Loan Credit Agreement in a manner that enables the Company to enter into the Note and avail itself of the PPP Loan.

The Company may apply to the Lender for forgiveness of the PPP Loan, with the amount which may be forgiven equal to the sum of the payroll costs, covered mortgage obligation, covered rent obligation; and covered utility payment incurred by the Company during the eight-week period beginning on the date of first disbursement to the Company under the PPP Loan, calculated in accordance with the terms of the CARES Act. No assurance is provided that the Company will obtain forgiveness of the PPP Loan in whole or in part, but the Company intends to use the proceeds from the PPP Loan in accordance with the PPP Loan program. The Note contains customary events of default relating to, among other things, payment defaults, breach of representations and warranties, or provisions of the Note. The occurrence of an event of default may result in the repayment of all amounts outstanding, collection of all amounts owing from the Company, and/or Lender's exercise of any of the rights and remedies available under the Loan Documents or under applicable law.

The foregoing description of the Note, the Term Loan Amendment and the Revolver Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Note, the Term Loan Amendment and the Revolver Amendment, which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off Balance Sheet Arrangement of the Registrant.

The disclosure in Item 1.01 and Exhibits 10.1,10.2 and 10.3 of this Current Report on Form 8-K are incorporated herein by reference.

Item 9.01. Financial Statement and Exhibits.

Exhibit Description

- 10.1 [Payment Protection Program Term Note, effective as of April 11, 2020, in favor of PNC Bank, National Association.](#)
 - 10.2 [Amendment Number 3 to the Term Loan Credit and Security Agreement, dated as of December 27, 2018, as amended on April 13, 2020, among the Company, Quantum LTO Holdings, LLC, the lenders from time to time party thereto, and U.S. Bank National Association, as disbursing and collateral agent for such lenders.](#)
 - 10.3 [Second Amendment to the Amended and Restated Revolving Credit and Security Agreement, dated as of December 27, 2018, amended as of April 11, 2020 among the Company, Quantum LTO Holdings, LLC, the lenders from time to time party thereto, and PNC Bank, National Association, as administrative agent for such lenders.](#)
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SIGNATURES

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.

Date: April 16, 2020

QUANTUM CORPORATION

/s/ J. Michael Dodson
J. Michael Dodson
Chief Financial Officer

Payment Protection Program Term Note



\$10,000,000.00

April 11, 2020

FOR VALUE RECEIVED, QUANTUM CORPORATION (the “**Borrower**”), with an address at 110 110TH AVENUE NORTHEAST, SUITE 200, BELLEVUE, WASHINGTON 98004, promises to pay to the order of **PNC BANK, NATIONAL ASSOCIATION** (the “**Bank**”), in lawful money of the United States of America in immediately available funds at its offices located at 222 Delaware Avenue, Wilmington, Delaware 19801, Attn: Business Banking, or at such other location as the Bank may designate from time to time, the principal sum of **\$10,000,000.00** (the “**Facility**”), together with interest accruing on the outstanding principal balance from the date hereof, all as provided below. This Note is being issued pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act’s Paycheck Protection Program (the “**Program**”).

1. Rate of Interest. Amounts outstanding under this Note will bear interest at a rate per annum (“**Fixed Rate**”) which is at all times equal to 1.00%. Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. Structure; Payment Terms. During the period (the “**Deferral Period**”) beginning on the date of this Note and ending on the 6 month anniversary of the date of this Note (the “**Deferral Expiration Date**”), interest on the outstanding principal balance will accrue at the Fixed Rate, but neither principal nor interest shall be due and payable during the Deferral Period. On the Deferral Expiration Date, the outstanding principal of the Facility that is not forgiven under the Program (the “**Conversion Balance**”) shall convert to an amortizing term loan payable as set forth below.

On the 15th day of the 7th month following the date of this Note (the “**First Payment Date**”), all accrued interest that is not forgiven under the Program shall be due and payable. Additionally, on the First Payment Date, and continuing on the 15th day of each month thereafter until the 2nd anniversary of the date of this Note (the “**Maturity Date**”), equal installments of principal shall be due and payable, each in an amount determined by dividing the Conversion Balance by 18 (the “**Monthly Principal Amount**”). Interest shall be payable at the same times as the Monthly Principal Amount. Any outstanding principal and accrued interest shall be due and payable in full on the Maturity Date.

If any payment under this Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. “**Business Day**” shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in the State of Delaware. The Borrower hereby authorizes the Bank to charge the Borrower’s deposit account at the Bank for any payment when due. Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

3. Forgiveness of the Facility. The Borrower may apply to the Bank for forgiveness of the amount due on this Facility in an amount equal to the sum of the following costs incurred by the Borrower during the 8-week period beginning on the date of first disbursement of this Facility: (a) payroll costs; (b) any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation); (c) any payment on a covered rent obligation; and (d) any covered utility payment.

The amount of forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act

(CARES Act) (P.L. 116-136). Not more than 25% of the amount forgiven can be attributable to non-payroll costs. If the Borrower has received an EIDL (as defined in the attached Certification), the amount of such loan shall be subtracted from the loan forgiveness amount.

4. Late Payments; Default Rate. If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within fifteen (15) calendar days of the date due and payable, the Borrower also shall pay to the Bank a late charge equal to the lesser of five percent (5%) of the amount of such payment or \$100.00 (the “**Late Charge**”). Such fifteen (15) day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank’s option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, each advance outstanding under this Note shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be five percentage points (5.00%) in excess of the interest rate in effect from time to time under this Note but not more than the maximum rate allowed by law (the “**Default Rate**”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank’s exercise of any rights and remedies hereunder, under the other Loan Documents (as defined below) or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty. As used in this Note, “**Loan Documents**” means, individually and collectively, this Note, together with all other agreements and documents executed and/or delivered in connection with this Note or referred to in this Note, as amended, modified or renewed from time to time.

5. Prepayment. The Borrower shall have the right to prepay any amounts outstanding under this Note at any time and from time to time, in whole or in part, without penalty.

6. Increased Costs; Yield Protection. On written demand, together with written evidence of the justification therefor, the Borrower agrees to pay the Bank all direct costs incurred, any losses suffered or payments made by the Bank as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Bank, its holding company or any of their respective assets relative to the Facility. “**Change in Law**” means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

7. Representations, Warranties and Covenants.

(a) The Borrower hereby represents and warrants that, if not a natural person, the Borrower is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing. The Borrower further hereby represents and warrants that it was duly organized, validly existing and in good standing as of February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as

reported on a Form 1099-MISC.

(b) The Borrower certifies, acknowledges and agrees that the certifications contained in the Paycheck Protection Program Certification and the Program application delivered to the Bank are true and correct, which certifications are hereby incorporated herein by this reference as if set forth herein.

(c) The Borrower covenants and agrees that the Borrower will do all things necessary to (i) maintain, renew and keep in full force and effect its organizational existence and all rights, permits and franchises necessary to enable it to continue its business as currently conducted; (ii) continue in operation in substantially the same manner as at present, to the extent permitted by applicable law (including without limitation any statute, ordinance, rule or regulation relating to employment practices, pension benefits or environmental, occupational and health standards and controls); and (iii) comply with all laws applicable to the Borrower and to the operation of its business (including without limitation any statute, ordinance, rule or regulation relating to employment practices, pension benefits or environmental, occupational and health standards and controls).

(d) The Borrower covenants and agrees that, without the Bank's prior written consent, the Borrower shall not make or permit any change in (i) the composition of its current executive management; (ii) its ownership or equity structure; or (iii) its form of organization, including a division into two or more entities. The Borrower will not make any distribution of company assets that would adversely affect its financial condition, or transfer (including pledging) or dispose of any assets, except in the ordinary course of business.

(e) The Borrower represents and warrants that (i) the Borrower has full power and authority to enter into the transactions provided for in this Note and the other Loan Documents; (ii) all necessary action to authorize the execution and delivery of this Note and the other Loan Documents has been properly taken; (iii) this Note and the other Loan Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms; (iv) the Borrower is and will continue to be duly authorized to perform all of the terms and provisions of this Note and the other Loan Documents; (v) there does not exist, either before or after giving effect to the terms of this Note, any default or violation by the Borrower of or under any of the terms, conditions or obligations of any of its governing documents or under any indenture, mortgage, deed of trust, franchise, permit, contract, agreement or other instrument to which it is a party or by which it is bound; and (vi) the Borrower does not require the consent of any party with respect to this Note, the other Loan Documents or the Facility except for such consents that have been obtained.

(f) The Borrower covenants and agrees to take all such additional actions and promptly provide to the Bank all additional documents, statements and information as the Bank may require from time to time, in its discretion, in connection with the SBA's requirements or requests under or in respect of the Program or the general standard operating procedures of the SBA.

(g) The Borrower authorizes and directs the Bank to disburse the proceeds of the Facility and to direct payments due under the Facility in accordance with the Disbursement and Payment Authorization Instructions attached to this Note as Exhibit A.

8. Other Loan Documents. Notwithstanding any provision to the contrary in any Loan Document or any other collateral security documents that may have been or may in the future be executed and delivered to the Bank, or an agent acting on behalf of the Bank, to secure any obligations of the Borrower to the Bank, this Note is not intended to be secured by real property, and the applicability of any lien on such real property to secure this Note is expressly disclaimed by the Bank.

9. Events of Default. The occurrence of any of the following events will be deemed to be an "**Event of Default**" under this Note: (i) the nonpayment of any principal, interest or other indebtedness under this Note when due; (ii) the occurrence of any event of default or any default and the lapse of any notice or cure period, or the Borrower's failure to observe or perform any covenant or other agreement, under or contained in any Loan Document or any other document now or in the future evidencing or securing any debt, liability or obligation of the Borrower to the Bank; (iii) the filing by or against the Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against the Borrower, such proceeding is not dismissed or stayed within 30 days of the commencement thereof, provided that the Bank shall not be obligated to advance additional funds hereunder during such period); (iv) any assignment by the Borrower for the benefit of creditors, or any levy, garnishment,

attachment or similar proceeding is instituted against any property of the Borrower held by or deposited with the Bank; (v) a default with respect to any other indebtedness of the Borrower for borrowed money, if the effect of such default is to cause or permit the acceleration of such debt; (vi) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of the Borrower to the Bank; (vii) the entry of a final judgment against the Borrower and the failure of the Borrower to discharge the judgment within ten (10) days of the entry thereof; (viii) any merger, consolidation, division or other reorganization of, with or by the Borrower, or the sale or other transfer of all or any substantial part of the Borrower's property or assets; (ix) any change in the Borrower's business, assets, operations, financial condition or results of operations or equity ownership that has or could reasonably be expected to have any material adverse effect on the Borrower; (x) the Borrower ceases doing business as a going concern; (xi) any representation or warranty made by the Borrower to the Bank in any Loan Document or any other documents now or in the future evidencing or securing the obligations of the Borrower to the Bank, is false, erroneous or misleading in any material respect; (xii) the death, incarceration, indictment or legal incompetency of any individual Borrower or, if the Borrower is a partnership or limited liability company, the death, incarceration, indictment or legal incompetency of any individual general partner or member; or (xiii) failure of the Borrower to notify the Bank within ten (10) days of any change of the Borrower's address.

Upon the occurrence of an Event of Default: (a) the Bank shall be under no further obligation to make advances hereunder; (b) if an Event of Default specified in clause (iii) or (iv) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the Bank's option and without demand or notice of any kind, may be accelerated and become immediately due and payable; (d) at the Bank's option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (e) the Bank may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law. The Borrower acknowledges that upon the occurrence of an Event of Default, SBA, as defined below, may be required to pay the Lender under the SBA guarantee, and SBA may then seek recovery on the Facility (to the extent any balance remains after loan forgiveness).

10. Right of Setoff. In addition to all liens upon and rights of setoff against the Borrower's money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Borrower's obligations to the Bank under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrower hereby grants the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of the Borrower's right, title and interest in and to, all of the Borrower's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Borrower. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

11. Financial and Other Information. Within forty five (45) days after the Bank's request, the Borrower agrees to deliver any financial and other business and ownership information concerning the Borrower that the Bank may request from time to time, such as annual and interim financial statements (all of which shall be prepared in accordance with generally accepted accounting principles), federal income tax returns. The Borrower also agrees to deliver to the Bank, promptly upon the Bank's request, certification(s) of beneficial owners in the form requested by the Bank (as executed and delivered to the Bank on or prior to the date of this Note and updated from time to time, the "**Certification of Beneficial Owners**"). If the Borrower was required to execute and deliver to the Bank a Certification of Beneficial Owners, (a) the Borrower represents and warrants, as of the date of this Note and as of the date each updated Certification of Beneficial Owners is provided to the Bank, that the information in the Certification of Beneficial Owners is true, complete and correct, and (b) the Borrower

agrees to provide confirmation of the accuracy of the information set forth in the Certification of Beneficial Owners, or deliver a new Certification of Beneficial Owners in form and substance acceptable to the Bank, as and when requested by the Bank and/or when any individual identified on the most recent Certification of Beneficial Owners provided to the Bank as a controlling party and/or a direct or indirect individual owner has changed. The Borrower further agrees to provide such other information and documentation as may reasonably be requested by the Bank from time to time for purposes of compliance by the Bank with applicable laws (including without limitation the USA PATRIOT Act and other “know your customer” and anti-money laundering rules and regulations), and any policy or procedure implemented by the Bank to comply therewith. Additionally, the Borrower will keep books and records in a manner satisfactory to the Bank and allow the Bank and SBA to inspect and audit books, records and papers relating to the Borrower’s financial or business condition.

12. Anti-Money Laundering/International Trade Law Compliance. The Borrower represents and warrants to the Bank, as of the date of this Note, the date of each advance of proceeds under the Facility, the date of any renewal, extension or modification of the Facility, and at all times until the Facility has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Facility will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay the Facility are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Borrower covenants and agrees that it shall immediately notify the Bank in writing upon the occurrence of a Reportable Compliance Event.

As used herein: “**Anti-Terrorism Laws**” means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; “**Compliance Authority**” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; “**Covered Entity**” means the Borrower, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of the Borrower acting in any capacity in connection with the Facility; “**Reportable Compliance Event**” means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; “**Sanctioned Country**” means a country subject to a sanctions program maintained by any Compliance Authority; and “**Sanctioned Person**” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

13. Indemnity. The Borrower agrees to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank, and each of their respective directors, officers and employees (the “**Indemnified Parties**”), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note or in the other

Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Paragraph shall survive the termination of this Note, payment of any advance hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

14. Miscellaneous. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Note) and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this paragraph. No delay or omission on the Bank’s part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank’s action or inaction impair any such right or power. The Bank’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Bank may modify this Note for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Bank shall send a copy of any such modification to the Borrower (which notice may be given by electronic mail). The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Bank in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Bank’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Note is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Bank’s written consent and the Bank at any time may assign this Note in whole or in part. This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of Delaware. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWER DETERMINED IN ACCORDANCE WITH (I) FEDERAL REGULATIONS, AND (II) TO THE EXTENT NOT PREEMPTED BY FEDERAL LAWS OR REGULATIONS, THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE OF DELAWARE (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT).** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the State of Delaware; provided that nothing contained in this Note will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

15. Commercial Purpose. The Borrower represents that the indebtedness evidenced by this Note is being incurred by the Borrower solely for the purpose of acquiring or carrying on a business, professional or commercial activity, and not for personal, family or household purposes.

16. USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Borrower that opens an account. What this means: when the Borrower opens an account, the Bank will ask for the business name, business address, taxpayer identifying number and other information that will allow the Bank to identify the Borrower, such as organizational documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

17. Authorization to Obtain Credit Reports. By signing below, each person, who is signing in his or her individual capacity, requests and provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain such individual's personal credit profile from one or more national credit bureaus. This authorization extends to obtaining a credit profile in (i) considering an application for credit that is evidenced, guaranteed or secured by this document, (ii) assessing creditworthiness and (iii) considering extensions of credit, including on an ongoing basis, as necessary for the purposes of (a) update, renewal or extension of such credit or additional credit, (b) reviewing, administering or collecting the resulting account and (c) reporting on the repayment and satisfaction of such credit obligations. By signing below, such individual further ratifies and confirms his or her prior requests and authorizations with respect to the matters set forth herein. For the avoidance of doubt, this provision does not apply to persons signing below in their capacities as officers or other authorized representatives of entities, organizations or governmental bodies.

18. Electronic Signatures and Records. Notwithstanding any other provision herein, the Borrower agrees that this Note, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

19. Depository. Unless the Bank otherwise agrees, the Borrower will establish and maintain with the Bank the Borrower's primary depository accounts.

20. Federal Law. When the U.S. Small Business Administration ("**SBA**") is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. The Bank or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, the Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

21. Non-Recourse. The Borrower and SBA shall have no recourse against any individual shareholder, member or partner of the Borrower for non-payment of the Facility, except to the extent that such shareholder, member or partner uses the loan proceeds for an unauthorized purpose.

22. DISPUTE RESOLUTIONS.

(a) WAIVER OF JURY TRIAL. FOR ANY DISPUTE THAT IS NOT ARBITRATED, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE BORROWER OR THE BANK MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(b) ARBITRATION OF DISPUTES. The Borrower or the Bank may elect to submit any and all disputes arising out of or relating to the Loan Documents or any breach thereof (a “**Dispute**”) to binding arbitration

(i) Arbitration. Any arbitration shall be conducted pursuant to and in accordance with the AAA Commercial Arbitration Rules and, where applicable, the Supplementary Rules for Large, Complex Commercial Disputes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in a mutually acceptable location. Except as expressly set forth below, the procedures specified herein shall be the sole and exclusive procedures for the resolution of Disputes; provided, however, that the Borrower or the Bank may seek provisional or ancillary remedies, such as preliminary injunctive relief, from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies, shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration. Nothing herein shall in any way limit or modify any remedies available to the Bank under the Loan Documents or otherwise at law or in equity.

(ii) Motion Practice. In any arbitration hereunder, the arbitrator(s) shall decide any prehearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication.

(iii) Discovery. Discovery shall be limited to the pre-hearing exchange of all documents which the Borrower and the Bank intend to introduce at the hearing and any expert reports prepared by any expert who will testify at the hearing.

(iv) Sequential Hearing Days. At the administrative conference conducted by the AAA, the Borrower and the Bank and the AAA shall determine how to ensure that the hearing is started and completed on sequential hearing days. Potential arbitrators shall be informed of the anticipated length of the hearing and they shall not be subject to appointment unless they agree to abide by the parties’ intent that, absent exigent circumstances, the hearing shall be conducted on sequential days.

(v) Award. The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which such award is based.

(vi) Fees and Expenses. The Borrower and the Bank shall each bear equally all fees and costs and expenses of the arbitration, and each shall bear its own legal fees and expenses and the costs of its experts and witnesses; provided, however, that if the arbitration panel shall award to a party substantially all relief sought by such party, then, notwithstanding any applicable governing law provisions, the other party shall pay all costs, fees and expenses incurred by the prevailing party and such costs, fees and expenses shall be included in such award.

(vii) Confidentiality of Disputes. The entire procedure shall be confidential and none of the parties nor arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the written consent of all parties to the Dispute, except (i) to the extent disclosure is required to enforce any applicable arbitration award or may otherwise be required by law and (ii) that either party may make such disclosures to its regulators, auditors, accountants, attorneys and insurance representatives. No conduct, statements, promises, offers, views, or opinions of any party involved in an arbitration hereunder shall be discoverable or admissible for any purposes in litigation or other proceedings involving the parties to the Dispute and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative for any of such parties.

(viii) **CLASS ACTION WAIVER. THE BORROWER HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.** The foregoing waiver is referred to herein as the “**class action waiver**”. The Bank and the Borrower agree that no arbitrator shall have authority to conduct any arbitration in violation of the class action waiver or to issue any relief that applies to any person or entity other than the Borrower and/or the Bank individually. The parties acknowledge that this class action waiver is material and essential to the arbitration of any claims and is non-severable from this Dispute Resolution section. If the

class action waiver is voided, found unenforceable, or limited with respect to any claim for which the Borrower seeks class-wide relief, then this Dispute Resolution section (except for this sentence) shall be null and void with respect to such claim, subject to the right to appeal the limitation or invalidation of the class action waiver. However, this Dispute Resolution section shall remain valid with respect to all other claims and Disputes. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(ix) Applicability of Federal Arbitration Act. This Note evidences transaction(s) in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution section.

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If the Borrower is a legal entity, the undersigned certifies to the Bank that the undersigned (individually and collectively if more than one, the "Authorized Representative") is and was authorized and directed to (i) execute and deliver, including to electronically execute and deliver, in the name of and on behalf of the Borrower, this Note and any other documents executed in connection with this Note or the Facility, all in such form as may be requested by the Bank or required under the Program and any of which may contain a provision waiving the right to trial by jury; (ii) execute and deliver to or in favor of, including to electronically execute and deliver to or in favor of, the Bank any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments; (iii) take any other action requested, required or deemed advisable by the Bank in order to effectuate the foregoing; and (iv) delegate the foregoing duties to other representatives of the Borrower. The undersigned further certifies that the Authorized Representative holds the office, title or status with the Borrower specified below the Authorized Representative's signature.

The Borrower acknowledges that it has read and understands all the provisions of this Note, including the waiver of jury trial, arbitration and class action waiver, and has been advised by counsel as necessary or appropriate, or has elected not to seek the advice of counsel.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

QUANTUM CORPORATION

E-SIGNED by James Michael Dodson
on 04-13-2020 21:56:11 EDT
By: _____
(SEAL)

James Michael Dodson, Chief Financial Officer
E-SIGNED by Lewis Moorehead
on 04-13-2020 21:55:21 EDT
By: _____
(SEAL)

Lewis Moorehead, Chief Accounting Officer

EXHIBIT A
TO PAYMENT PROTECTION PROGRAM TERM NOTE
DISBURSEMENT AND PAYMENT AUTHORIZATION INSTRUCTIONS

Loan Disbursement Authorization:

Borrower authorizes and directs the Bank to disburse the proceeds of the Facility as directed below. Each authorized representative of the Borrower is authorized to make this request, the Bank is entitled to rely conclusively on the below instructions to make disbursements in the amount and manner specified.

Disbursements

Disburse the proceeds of the Facility into the Borrower's demand deposit account with PNC Bank, Account No. 8026359317.

Automatic Payment Authorization Under Facility:

The Borrower irrevocably authorizes and directs the Bank to charge any deposit account identified above and maintained at the Bank (or such other account at the Bank as the undersigned may designate to the Bank in writing from time to time) for all payments of principal and interest due or fees on the Facility, and to debit such account for the amount of such payments on the date each payment is due. The Borrower acknowledges and agrees that, to the extent there are insufficient funds in any such account to pay the required amounts when due, the Borrower shall immediately pay to the Bank all sums remaining unpaid. This authorization supplements, and does not limit, the Bank's rights under the promissory note(s) and other documents evidencing or securing the Facility. The Bank is entitled to rely conclusively on this authorization until this authorization is terminated by the Bank or the Borrower, and the Bank has had a reasonable time to act thereon.

Paycheck Protection Program Certification



April 11, 2020

QUANTUM CORPORATION (the "**Borrower**") has applied to PNC Bank, National Association (the "**Bank**") for a Small Business Association ("**SBA**") 7(a) Paycheck Protection Program loan (the "**PPP Loan**").

The below signer understands that the statements made in this certification are part of the agreement with the Bank and that the Bank will rely on these statements when deciding whether or not to make the PPP Loan.

I certify, acknowledge and agree that I am an authorized officer of the Borrower and am authorized on behalf of the Borrower to certify to the statements provided in this application, and that the following are true and correct statements:

1. The Borrower was in operation on February 15, 2020 and, if Borrower is not a self-employed worker or independent contractor, had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on a Form 1099-MISC.
 2. The uncertainty of current economic conditions makes necessary the PPP Loan request to support the ongoing operations of the Borrower.
 3. The proceeds of the PPP Loan will (a) solely be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments (the "**Permitted Loan Purpose**"), and (b) be allocated as set forth in the Borrower's application for the PPP Loan. At least 75 percent of the proceeds of the PPP Loan will be used for payroll expenses. If the funds are knowingly used for unauthorized purposes, the federal government may hold the undersigned and the Borrower legally liable such as for charges of fraud.
 4. Documentation verifying the number of full-time equivalent employees on the Borrower's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight week period following the disbursement of the PPP Loan has been provided to the Bank.
 5. The Borrower understands and agrees that loan forgiveness may be provided if the Borrower uses all of the loan proceeds for the Permitted Loan Purpose. The actual amount forgiven will depend on the actual use of the PPP Loan proceeds, and in no event may more than 25 percent of the forgiven amount be attributable to non-payroll costs.
 6. The Borrower does not have any other PPP Loan applications pending and will not apply for another PPP Loan. During the period beginning on February 15, 2020 and ending on December 31, 2020 Borrower has not received and will not receive another PPP Loan.
 7. The Borrower did not receive an SBA Economic Injury Disaster Loan (an "**EIDL**") prior to January 31, 2020 and will not apply for an EIDL unless their PPP application is declined by the Bank. The Borrower shall notify the Bank if the Borrower received an EIDL between January 31, 2020 and April 3, 2020 and the proceeds of such EIDL were or are used to retain workers and maintain payroll; the proceeds of the PPP Loan must be used to refinance any such EIDL.
 8. The information provided in the PPP Loan application and the information provided in all supporting documents and forms is true and accurate in all material respects. The Borrower and the undersigned understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.
 9. The Borrower acknowledges that the Bank will confirm the eligible PPP Loan amount using the Borrower's tax information that it has submitted, including without limitation, tax returns and tax transcripts (collectively, the "**Tax Information**"). The Borrower affirms that the Tax Information is identical to that submitted to the Internal Revenue Service. The Borrower also understands,
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acknowledges, and agrees that the Bank can share the Borrower's Tax Information with (i) the SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, (ii) the Bank's affiliates, and its and their respective directors, officers, employees, agents and advisors (the "**Representatives**"), and (iii) any actual or potential owners of a credit facility extended by the Bank or its Representatives to the Borrower, any acquirers of any beneficial or other interest in such credit facility, guarantor, servicers or service providers for such parties, and their successors and/or assigns (the "**Other Loan Participants**") for the purpose of (w) compliance with SBA Loan Program Requirements and all SBA reviews, (x) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a credit facility; (y) enforcing any of its rights or remedies under the loan documents applicable to such credit facility (including, without limitation, in connection with any collection action related thereto) or (z) as otherwise permitted by applicable laws, including state and federal privacy and data security laws, or if required to do so by legal process, regulation or law, or in defense of any claims or causes of action against the Bank or any of its Representatives.

10. The Borrower has received a copy of the U.S. Small Business Administration Authorization (the "**Authorization**") for the PPP Loan, if required by the SBA.

QUANTUM CORPORATION

E-SIGNED by James Michael Dodson
on 04-13-2020 21:56:18 EDT

By: _____

(SEAL)

James Michael Dodson, Chief Financial Officer

E-SIGNED by Lewis Moorehead
on 04-13-2020 21:55:27 EDT

By: _____

(SEAL)

Lewis Moorehead, Chief Accounting Officer

AMENDMENT NO. 3 TO TERM LOAN CREDIT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 3 TO TERM LOAN CREDIT AND SECURITY AGREEMENT (this "Amendment"), dated as of April 13, 2020 (the "Third Amendment Effective Date"), is entered into by and among QUANTUM CORPORATION, a Delaware corporation ("Quantum") and together with each Person joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), QUANTUM LTO HOLDINGS, LLC, a Delaware limited liability company ("Quantum LTO") and, together with each Person joined to the Credit Agreement as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor"; the Guarantors, together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party", and the Lenders (as defined below) party hereto.

RECITALS

A. U.S. Bank National Association ("U.S. Bank"), in its capacity as disbursing agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Agent"), the Borrowers, the Guarantors, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders" and each a "Lender") are parties to that certain Term Loan Credit and Security Agreement, dated as of December 27, 2018 (as the same may be amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders have made certain loans to the Borrowers.

B. The Loan Parties have requested that the undersigned Lenders (which, for the avoidance of doubt, constitute the Required Lenders for purposes of Section 16.2 of the Credit Agreement) amend the Credit Agreement to permit the Borrower to incur Indebtedness under the Paycheck Protection Program, and the Lenders have agreed to make the requested amendment to the Credit Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings given to such terms in the Credit Agreement.
2. Amendments. Subject to satisfaction of the conditions set forth in Section 3 hereof, the Lenders hereby agree to amend the Credit Agreement as follows:
 - a. The definition of "Permitted Indebtedness" set forth in Section 1.2 of the Credit Agreement is hereby amended by deleting clause (r) of such definition and replacing it with the following:

"(r) any other Indebtedness which is unsecured (or, to the extent a Lien securing such Indebtedness constitutes a Permitted Encumbrance, secured Indebtedness) incurred by any Loan Party or any of its Subsidiaries, not otherwise permitted in clauses (a) through (q) above, and any Refinancing Indebtedness in respect of such Indebtedness; provided that the aggregate principal amount of such Indebtedness outstanding at any one time shall not

exceed an amount equal to (i) with respect to any such Indebtedness incurred under the Paycheck Protection Program or any similar program provided by a U.S. Governmental Body as part of a stimulus package associated with the COVID-19 pandemic (“COVID-19 Debt”), \$6,250,000 plus (ii) \$3,750,000 (which may, but shall not be required to, constitute COVID-19 Debt);”

3. Conditions Precedent. The effectiveness of this Amendment is expressly conditioned upon the receipt by the Lenders of executed counterparts of this Amendment from each Loan Party and each of the Required Lenders.

4. Costs, Expenses and Taxes. Each Loan Party, jointly and severally, agrees to pay on demand all costs and expenses of the Lenders incurred in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Lenders with respect thereto).

5. Representations and Warranties. In addition to the continuing representations and warranties heretofore or hereafter made by the Loan Parties to Agent and Lenders pursuant to the Credit Agreement and the Other Documents, each Loan Party hereby represents and warrants to Agent and each Lender as follows:

(a) each Loan Party has full power, authority and legal right to enter into this Amendment and to perform all its respective Obligations hereunder;

(b) this Amendment has been duly executed and delivered by each Loan Party;

(c) this Amendment constitutes the legal, valid and binding obligation of each Loan Party enforceable in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors’ rights generally;

(d) the execution, delivery and performance of this Amendment (i) are within each Loan Party’s corporate or company powers, as applicable, (ii) have been duly authorized by all necessary corporate or company action, as applicable, (iii) are not in contravention of law or the terms of such Loan Party’s Organizational Documents or to the conduct of such Loan Party’s business or of any Material Contract or undertaking to which such Loan Party is a party or by which such Loan Party is bound, including without limitation the Revolving Loan Documents, (iv) will not conflict with or violate any material provisions of any law or regulation, or any judgment, order or decree of any Governmental Body, (v) will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, except (x) any Consents of any party to a Material Contract or any other Person (other than a Governmental Body) with respect to which the failure to obtain could not reasonably be expected, individually or in the aggregate to have a Material Adverse Effect or (y) any immaterial Consents of any Governmental Body, all of which will have been duly obtained, made or complied with prior to the date hereof and which are in full force and effect, and (vi) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Loan Party under the provisions of any material agreement, instrument, or other document to which such Loan Party is a party or by which it or its property is a party or by which it may be bound, including without limitation the Revolving Loan Documents; and

(e) each Loan Party is duly incorporated or formed, as applicable, and in good standing under the laws of the state of its incorporation or formation, as applicable.

6. Reaffirmation. Each Loan Party hereby ratifies and reaffirms (a) all of its payment and performance obligations, contingent or otherwise, under the Credit Agreement and each of the Other Documents to which it is a party, and (b) its grant to Agent of a security interest in the Collateral under the Credit Agreement and each of the Other Documents to which it is a party.

7. Governing Law. This Amendment and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

8. Reference to Credit Agreement. Each of the Credit Agreement and the Other Documents, and any and all other agreements, documents or instruments now or hereafter executed and/or delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement as modified hereby, are hereby amended so that any reference therein to the Credit Agreement, whether direct or indirect, shall mean a reference to the Credit Agreement as modified hereby. This Amendment shall constitute an Other Document under the Credit Agreement.

9. Effect of this Amendment. This Amendment relates only to the specific matters expressly covered herein, shall not be considered to be a waiver of any rights, claims or remedies that the Agent or any Lender may have under the Credit Agreement or under any Other Document (except as expressly set forth herein) or under applicable law, and shall not be considered to create a course of dealing or to otherwise obligate, in any respect, the Agent or any Lender to grant any waivers under the same or similar or other circumstances in the future. To the extent that any provision of the Credit Agreement or any of the Other Documents are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control.

10. Binding Effect. This Amendment shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

11. Further Assurances. The Loan Parties shall execute and deliver such further documents and take such further action as may be reasonably requested by Agent or the Required Lenders to effectuate the provisions and purposes of this Amendment.

12. Counterparts; Electronic Signature. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a .pdf image) shall be deemed to be an original signature hereto.

13. Release. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party hereby, for itself and its successors and permitted assigns, fully and without reserve, releases and forever discharges each of the Agent and the Lenders, and their respective successors and assigns, officers, directors, employees, representatives, trustees, attorneys, agents, advisors (including attorneys, accountants and experts) and affiliates (collectively the "Released Parties" and individually a "Released Party") from any and all actions, claims, demands, causes of action, judgments, executions, suits, debts, liabilities, costs, damages, expenses or other obligations of any kind and nature whatsoever, known or unknown, direct and/or indirect, at law or

in equity, whether now existing or hereafter asserted (including, without limitation, any offsets, reductions, rebatement, claims of usury or claims with respect to the negligence of any Released Party), for or because of any matters or things occurring, existing or actions done, omitted to be done, or suffered to be done by any of the Released Parties, in each case, on or prior to the Third Amendment Effective Date and are in any way directly or indirectly arising out of or in any way connected to any of this Amendment, the Credit Agreement, any Other Document or any of the transactions contemplated hereby or thereby (collectively, the "Released Matters"). Each Loan Party, by execution hereof, hereby acknowledges and agrees that the agreements in this Section are intended to cover and be in full satisfaction for all or any alleged injuries or damages arising in connection with the Released Matters.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

LOAN PARTIES:

QUANTUM CORPORATION, as Borrower

By: /s/ J. Michael Dodson
Name: J. Michael Dodson
Title: Chief Financial Officer

QUANTUM LTO HOLDINGS, LLC, as Guarantor

By: /s/ J. Michael Dodson
Name: J. Michael Dodson
Title: Chief Financial Officer

LENDERS:

OC II LVS XVII LP, as a Lender

By: OC II GP I LLC, its general partner

By: /s/ Adam L. Gubner
Name: Adam L. Gubner
Title: Authorized Person

BTC HOLDINGS FUND I, LLC, as a Lender

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Person

**SECOND AMENDMENT TO
AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment"), dated as of April 11, 2020, is entered into by and among QUANTUM CORPORATION, a Delaware corporation ("Quantum"), QUANTUM LTO HOLDINGS, LLC, a Delaware limited liability company ("Quantum LTO") and together with Quantum and each other Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the financial institutions which are now or which hereafter become a party to the Credit Agreement as lenders (collectively, the "Lenders" and each a "Lender"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns, "Agent").

RECITALS

A. Agent, the Lenders and the Borrowers are parties to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of December 27, 2018, as amended by the First Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of April 3, 2020 (as amended hereby and as the same may be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders have made and may hereafter make certain loans and have provided and may hereafter provide certain financial accommodations to the Borrowers.

B. The Borrowers have requested that Agent and the Lenders make certain amendments to the Credit Agreement as set forth herein, and Agent and the Required Lenders have agreed to make such amendments, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) Interpretation. Capitalized terms used herein and not defined shall have the meanings given to such terms in the Credit Agreement.

(b) New Definitions. The following defined terms are hereby added to Section 1.2 of the Credit Agreement in their proper alphabetical order:

(i) "CARES Act" shall mean the Coronavirus Aid, Relief and Economic Security Act (P.L. 116-136), as amended (including any successor thereto), and all regulations, requests, rules, guidelines or directives thereunder or issued by the SBA or any other Governmental Body in connection therewith, in each case as in effect from time to time.

(ii) "Permitted PPP Indebtedness" shall mean unsecured Indebtedness of Quantum owing to (i) the SBA or any other Governmental Body or PPP Lender acting as a financial agent of the SBA or any other Governmental Body or (ii) PPP Lender to the extent such Indebtedness under this clause (ii) is guaranteed by the SBA or any other Governmental Body, in each case in respect of advances made to Quantum pursuant to the PPP Program and Section 1102 of the CARES Act in an aggregate principal amount not to exceed \$10,000,000 (or such greater amount as Agent shall agree in writing in its sole discretion), so long as (a) the proceeds of such Indebtedness are used solely for Permitted PPP Indebtedness Purposes and

otherwise in accordance with this Agreement, and (b) such Indebtedness shall have terms customary for loans made pursuant to the CARES Act.

(iii) “Permitted PPP Indebtedness Purposes” shall mean, with respect to the use of proceeds of any Permitted PPP Indebtedness, the purposes set forth in Section 1102 and 1106(b) of the CARES Act and any other purposes otherwise in compliance with the provisions or requirements of the CARES Act.

(iv) “PPP Lender” shall mean PNC, in its capacity as a lender under the PPP Program.

(v) “PPP Loan Documents” shall mean, collectively, the following (as the same may be amended, modified, supplemented, renewed, restated or replaced from time to time): (a) the Paycheck Protection Program Term Note, dated as of April 11, 2020, by Quantum in favor of PPP Lender, (b) the Paycheck Protection Program Certification, dated as of April 11, 2020, by Quantum in favor of PPP Lender, and (c) all of the other agreements, documents and instruments executed and delivered in connection with or related to any Permitted PPP Indebtedness.

(vi) “PPP Program” shall mean the “Paycheck Protection Program” added to Section 7(a) of the Small Business Act, as enacted pursuant to the terms of Title I (Keeping American Workers Paid and Employed Act) of the CARES Act and administered by the SBA.

(vii) “Second Amendment” shall mean the Second Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of the Second Amendment Effective Date, by and among Agent, Lenders and the Borrowers.

(viii) “Second Amendment Effective Date” shall mean April 11, 2020.

(ix) “SBA” shall mean the U.S. Small Business Administration.

(x) “Small Business Act” shall mean the Small Business Act of 1953 (Public Law 85-536), as amended.

(c) Amendments to Definitions.

(i) Funded Debt. The definition of “Funded Debt” in Section 1.2 of the Credit Agreement is hereby amended by inserting the following immediately prior to the period at the end of such definition:

“provided further that, for the fiscal quarters ending June 30, 2020, September 30, 2020 and December 31, 2020, Funded Debt shall exclude any Permitted PPP Indebtedness.”

(ii) Obligations. The definition of “Obligations” in Section 1.2 of the Credit Agreement is hereby amended by deleting the last sentence of such definition and replacing it with the following:

“Notwithstanding anything to the contrary contained in the foregoing, the Obligations shall not include any Excluded Hedge Liabilities or any Permitted PPP Indebtedness.”

(iii) Permitted Indebtedness. The definition of “Permitted Indebtedness” in Section 1.2 of the Credit Agreement is hereby amended by deleting clause (i) of such definition and replacing it with the following:

“(i) Permitted PPP Indebtedness”.

2. Representations and Warranties - Permitted PPP Indebtedness. Article V of the Credit Agreement is hereby amended by inserting the following new Section 5.29 at the end of such Article:

“5.29. Permitted PPP Indebtedness. (a) The execution, delivery and performance of this Agreement and the Other Documents (i) are not in contravention of the terms of any PPP Loan Documents, and (ii) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under any PPP Loan Document. (b) All applications, documents and other information submitted to PPP Lender, the SBA or any other Governmental Body with respect to any Permitted PPP Indebtedness are true and correct in all material respects. (c) No Lender or any of its Affiliates is deemed an “affiliate” of any Loan Party or any of its Subsidiaries for any purpose related to any Permitted PPP Indebtedness, including the eligibility criteria with respect thereto. (d) Each Loan Party (i) has consulted its own legal and financial advisors with respect to all matters related to Permitted PPP Indebtedness (including eligibility criteria) and the CARES Act, (ii) is responsible for making its own independent judgment with respect to Permitted PPP Indebtedness and the process leading thereto, and (iii) has not relied on Agent, any Lender or any of their Affiliates with respect to any of such matters.”

3. Affirmative Covenants - Permitted PPP Indebtedness. Article VI of the Credit Agreement is hereby amended by inserting the following new Section 6.17 at the end of such Article:

“6.17. Permitted PPP Indebtedness.

(a) Provide to Agent (i) a copy of their application for any Permitted PPP Indebtedness promptly upon submission thereof and (ii) copies of the PPP Loan Documents promptly upon execution and delivery thereof by the parties thereto (it being understood and agreed that the PPP Loan Documents described in clauses (a) and (b) of the definition thereof and the application for the Permitted PPP Indebtedness related to the foregoing have been provided to Agent).

(b) Use, and cause each of its Subsidiaries to use, funds from the Permitted PPP Indebtedness solely for Permitted PPP Indebtedness Purposes and before using proceeds of any Advances or any other cash on hand to pay expenses that are Permitted PPP Indebtedness Purposes.

(c) Timely apply for, and submit all documents required to obtain, forgiveness of all Permitted PPP Indebtedness by all deadlines required by the CARES Act (and provide all documentation related to, and status of, such forgiveness to Agent upon its reasonable request).

(d) Not make any claim that Agent, any Lender or any of their Affiliates have rendered advisory services of any nature or respect in connection with any Permitted PPP Indebtedness, the CARES Act or the process leading thereto.

(e) Promptly, but in any event within fifteen (15) Business Days after such Loan Party has knowledge thereof, notify Agent in writing upon the occurrence of: (i) any event of default under the PPP Loan Documents; or (ii) any event which with the giving of notice or lapse of time, or both, would constitute an event of default under the PPP Loan Documents.

(f) Promptly, but in any event within five (5) Business Days following the delivery or receipt thereof, deliver to Agent copies of all material notices and other communications sent or received by any Loan Party pursuant to any of the PPP Loan Documents.”

4. Repayment of Indebtedness. Section 7.17 of the Credit Agreement is hereby amended by inserting the following immediately prior to the period at the end of such Section:

“provided that, without the prior written consent of Agent, the Loan Parties shall not directly or indirectly prepay any principal, premium, interest or other amount payable in respect of any Permitted PPP Indebtedness prior to its scheduled payment date as required under the PPP Loan Documents (other than the cancellation and forgiveness of such Indebtedness in accordance with the PPP Loan Documents or the CARES Act)”.

5. Additional Reporting. Section 9.2 of the Credit Agreement is hereby amended by (a) deleting the “and” after the end of clause (c) of the first sentence subsection (a) of such Section, and (b) inserting the following immediately prior to the period at the end of such sentence:

“; and (d) (i) promptly following Agent’s request, a schedule setting forth the aggregate amount of Permitted PPP Indebtedness received by the Borrowers as of the date of such request and a detailed description of how the proceeds thereof have been applied by the Borrowers through the date of such request; (ii) promptly and in any event within three (3) Business Days after submission, copies of all agreements and other documents submitted by any Borrower to request and justify forgiveness of any Permitted PPP Indebtedness; and (iii) promptly and in any event within three (3) Business Days after receipt, copies of any notices sent by any Loan Party to, or received by any Loan Party from PPP Lender, the SBA or any other Governmental Body with respect to the Permitted PPP Indebtedness, including with respect to any forgiveness in respect thereof.”

6. Representations and Warranties. In addition to the continuing representations and warranties heretofore or hereafter made by the Loan Parties to Agent and Lenders pursuant to the Credit Agreement and the Other Documents, each Loan Party hereby represents and warrants to Agent and each Lender as follows:

(a) each Loan Party has full power, authority and legal right to enter into this Amendment and to perform all its respective Obligations hereunder;

(b) this Amendment has been duly executed and delivered by each Loan Party;

(c) this Amendment constitutes the legal, valid and binding obligation of each Loan Party enforceable in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar Laws affecting creditors’ rights generally;

(d) the execution, delivery and performance of this Amendment (i) are within each Loan Party’s corporate or limited liability company powers, as applicable, (ii) have been duly authorized by all necessary corporate or limited liability company action, as applicable, (iii) are not in contravention of law or the terms of such Loan Party’s Organizational Documents or to the conduct of such Loan Party’s business or of any Material Contract or undertaking to which such Loan Party is a party or by which such Loan Party is bound, including without limitation the Term Loan Documents, (iv) will not conflict with or violate any material provisions of any law or regulation, or any judgment, order or decree of any Governmental Body, (v) will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, except (x) any Consents of any party to a Material Contract or any other Person (other than a Governmental Body) with respect to which the failure to obtain could not reasonably be expected, individually or in the aggregate to have a Material Adverse Effect, (y) any immaterial Consents of any Governmental Body, or (z) those Consents set forth on Schedule 5.1 to the Credit Agreement, all of which will have been duly obtained, made or complied with prior to the Second Amendment Effective Date and which are in full force and effect on the Second Amendment Effective Date, and (vi) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Loan Party under the provisions of any material agreement, instrument, or other document to which such Loan Party is a party or by which it or its property is a party or by which it may be bound, including without limitation the Term Loan Documents;

(e) each Loan Party is duly formed or incorporated, as applicable, and in good standing under the laws of the state of its incorporation or formation, as applicable, and is good standing in such state and is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect;

(f) each of the representations and warranties made by any Loan Party in the Credit Agreement and the Other Documents, each as amended hereby, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are qualified or modified by materiality in the text thereof) as if made on the date of this Amendment and after giving effect to this Amendment and the transactions contemplated hereby, except to the extent that any such representation or warranty is made as of an earlier and/or specified date, in which case such representation or warranty shall have been true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are qualified or modified by materiality in the text thereof) as of such earlier or specified date; and

(g) after giving effect to the transactions contemplated by this Amendment, on the date of this Amendment, no Default or Event of Default exists or has occurred and is continuing.

7. Conditions Precedent. The effectiveness of this Amendment is expressly conditioned upon the satisfaction of each of the following conditions precedent:

(a) Agent shall have received this Amendment, duly authorized, executed and delivered by each Loan Party;

(b) Agent shall have received, in form and substance satisfactory to Agent, an amendment to the Term Loan Agreement, duly authorized, executed and delivered by the Borrowers, the Term Loan Agent and the requisite Term Loan Lenders, which amendment shall include, among other things, the consent of the requisite Term Loan Lenders to the Permitted PPP Indebtedness (it being understood and agreed that Amendment No. 3 to Term Loan Credit and Security Agreement, among the Borrowers, Term Loan Agent and the Term Loan Lenders most recently provided to Agent is satisfactory to Agent);

(c) all proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments and other legal matters incident thereto shall be reasonably satisfactory to Agent and its counsel; and

(d) on the date of this Amendment and after giving effect to the provisions of this Amendment and the transactions contemplated hereby, no Default or Event of Default shall exist or have occurred and be continuing.

8. Fees and Expenses. Subject to and in accordance with Section 16.9 of the Credit Agreement, each Loan Party, jointly and severally, agrees to pay on demand all fees, costs and expenses of Agent incurred in connection with the preparation, execution and delivery of this Amendment and the other agreements, documents and instruments to be delivered in connection herewith (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel to Agent with respect thereto).

9. Reaffirmation. Each Loan Party hereby ratifies and reaffirms (a) all of its payment and performance obligations, contingent or otherwise, under the Credit Agreement and each of the Other Documents to which it is a party, and (b) its grant to Agent of a security interest in the Collateral under the Credit Agreement and each of the Other Documents to which it is a party.

10. Acknowledgments. To induce Agent and Lenders to enter into this Amendment, Borrowers and each other Loan Party acknowledge that:

(a) as of the Second Amendment Effective Date, (i) Agent and Lenders have performed without default all obligations required of Agent and Lenders under the Credit Agreement and each of the Other Documents; and (ii) there are no disputes with or claims against Agent or Lenders, or any knowledge of any facts giving rise to any disputes or claims, related to the Credit Agreement or any of the Other Documents, including, without limitation, any disputes or claims or knowledge of facts giving rise thereto, that involve a breach or violation on the part of Agent or any Lender of the terms and conditions of the Credit Agreement or any of the Other Documents; and

(b) no Loan Party has any valid defense to the enforcement of their respective obligations set forth in the Credit Agreement, the Other Documents or this Amendment, as applicable, by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment.

11. Governing Law. This Amendment and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the Laws of the State of New York.

12. Effect of this Agreement. Except as expressly amended pursuant hereto, no other changes or modifications to the Credit Agreement or any of the Other Documents are intended or implied, and in all other respects, the Credit Agreement and each of the Other Documents is hereby specifically ratified, restated and confirmed by all parties hereto as of the date of this Amendment. To the extent that any provision of the Credit Agreement or any of the Other Documents are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control.

13. Binding Effect. This Amendment shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

14. Further Assurances. The Loan Parties shall execute and deliver such further documents and take such further action as may be reasonably requested by Agent to effectuate the provisions and purposes of this Amendment.

15. Counterparts; Electronic Signature. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a .pdf image) shall be deemed to be an original signature hereto.

16. Release. In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Loan Party, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lenders, their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, as of the date of this Amendment, both at law and in equity, which such Loan Party, or any of its respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in each case for or on account of, or in relation to, or in any way in connection with any of the Credit Agreement, any of the Other Documents or

transactions thereunder or related thereto; provided that nothing contained herein shall release any Releasee from any Claims resulting from the gross negligence, willful misconduct or material breach of the Credit Agreement or any of the Other Documents by any Releasee as determined by a court of competent jurisdiction in a final non-appealable judgment or order or for any Claim arising with respect to obligations arising under this Amendment or the documents entered into as of the Second Amendment Effective Date.

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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

LOAN PARTIES:

QUANTUM CORPORATION, as Borrower

By: /s/ J. Michael Dodson

Name: J. Michael Dodson

Title: Chief Financial Officer

QUANTUM LTO HOLDINGS, LLC, as Guarantor

By: /s/ J. Michael Dodson

Name: J. Michael Dodson

Title: Chief Financial Officer

AGENT AND LENDERS:

PNC BANK, NATIONAL ASSOCIATION, as Agent and Lender

By: /s/ Daniela Piemonte

Name: Daniela Piemonte

Title: Vice President