

Quantum Product Warranty Information

Quantum Product warranties are provided in the Quantum Sales and Support Terms and Conditions for the term and under the conditions further specified below, and subject to the Regional Limitations herein. The warranty is independent of, and its term runs concurrent with, any support agreement that is purchased at the time of product purchase. Customer will perform the replacement and return all of products and components specified in the Product Warranty Information table or on Quantum’s website as Customer Installable or as Customer Replaceable Units (CRUs). Assistance in installing Customer Installable Units or replacing CRUs can be purchased from Quantum on a time and materials basis or as an uplift to a Support Contract. If an uplift to a support contract is purchased, such service will be provided in accordance with the contract service level agreement. If the service is purchased on a time and materials basis, the service will be delivered on a best-efforts basis. Cases can be submitted via My Quantum, Quantum's Online Service portal or telephone 24x7x365. SRs will receive a response no later than the next business day. Support will include diagnosis of covered warranty issues and determination of necessary parts replacement. Replacement Parts will be shipped within one business day of Quantum's determination that a replacement part is required. Parts identified by Quantum as Field Replaceable Units (“FRUs”) will be replaced onsite by a Quantum Field Engineer or Quantum Service Partner, normally within one business day of Quantum’s determination that parts replacement is required, subject to coverage specified in warranty or service agreement.

<i>Product Line / Software</i>	<i>Model / Version</i>	<i>Warranty Term</i>	<i>Installation Requirement</i>	<i>Support Contract Included with Warranty</i>	<i>Special Warranty Provisions</i>
ActiveScale	P100E3, P200, X200	1 Year	Quantum or Quantum QSP		Customer installs CRUs
CatDV	Software	N/A	Customer Installable		
DXi (Hardware)	DXi4800, DXi9000, DXi9100	1 Year	Customer Installable		Quantum Installs CRUs
DXi (Software)	DXi V5000	90 Days	Customer Installable		Purchase of minimum one-year Software Silver (5x9 Phone Support) or Gold (7x24 Phone Support) Support Plan required with purchase of product, with greater than 5 TB.
DXi (Subscription)	Software	N/A	Quantum or Quantum QSP		
F-Series	F2000, F2100	1 Year	Quantum or Quantum QSP		Customer installs CRUs
H4000 Essential	H4000E	1 Year	Customer Installable		Customer installs CRUs
H-Series	H2000, H4000	1 Year	Customer Installable		Customer installs CRUs
Myriad	Myriad Node	1 Year	Quantum or Quantum QSP	1 Year Bronze	Customer installs CRUs
Myriad (Subscription)	Myriad Software	N/A	Quantum or Quantum QSP		
QXS	QXS-3 Series, QXS-4 Series, QXS-5 Series (12G)	3 Years	Customer Installable		Customer installs CRUs
Scalar Automation	i3, i6, i6H	1 Year	Customer Installable		Customer installs CRUs
Scalar Automation	i6000	1 Year	Quantum or Quantum QSP		Customer installs CRUs

Quantum Product Warranty Information

Scalar Automation	Scalar Key Manager (SKM) HA Virtual Machine Pair and License Key Management	90 Day	Customer Installable		Purchase of one-year Software Silver (5x9 Phone Support) or Gold (7x24 Phone Support) Support Plan required with purchase of product
Standalone Tape Drives	LTO-7, LTO-8, LTO-9	3 Years	Customer Installable		Warranty support includes exchange within 2 business days-of Quantum's determination that Replacement Unit is required
StorNext	Xcellis Workflow Director, Xcellis Workflow Extender	1 Year	Quantum or Quantum QSP	1 Year Bronze	Customer installs CRUs
StorNext (Software) Non-Expiring	Version 5.4, 6.x and 7.x	90 Day	Quantum or Quantum QSP Recommended		Purchase of one-year Software Silver (5x9 Phone Support) or Gold (7x24 Phone Support) Support Plan required with purchase of product
StorNext (Subscription)	Version 7.x	1 Year	Quantum or Quantum QSP Recommended	1 Year Silver	1-Year Silver is included with purchase of subscription license and does not include support on Quantum hardware. Not applicable to Scalar products.
SuperLoader 3	-	3 Years - if purchased after May 2023	Customer Installable		Warranty support includes Rapid Exchange within 2 business days of Quantum's determination that Replacement Unit is required. 1-year warranty for systems sold in North America and APAC prior to May 2023.
Tape Media	Ultrium 7, Ultrium 8, Ultrium 9				Limited lifetime replacement or repair if defective in material or workmanship at the time of purchase (and not due to normal or negligent use). Details here: https://www.quantum.com/en/service-support/resources/other-pages/media-cartridge-warranty/
Third Party Branded Products resold by Quantum	Atempo Software, NetApp E Series				Unless specified above, all third-party branded hardware and software is provided AS IS. However, the non-Quantum suppliers or publishers may provide their own warranty to the end-user
Unified Surveillance Platform (USP) (Software-Non-Expiring)	Version 4.0 and above	90 days	Quantum or Quantum QSP		Purchase of one-year Software Silver (5x9 Phone Support) or Gold (7x24 Phone Support) Support Plan required with purchase of product
Unified Surveillance Platform (USP) (Software-Subscription)	Version 4.0 and above	1 year	Quantum or Quantum QSP		A minimum of 1 year silver support is included by default for every year of subscription purchase
VS-Series	VS-HCI Edge Series VS1000-HCI	1, 3, or 5Yrs NBD	Customer Installable		Customer installs CRUs
VS-Series	VS-HCI Series VS2000, VS2005, VS2400	1, 3, or 5Yrs NBD	Customer Installable		Customer installs CRUs
VS-Series	VS-NVR Series NVR (VS1003, VS1103, VS2118, VS2208, VST103)	5Yrs NBD + NRD	Customer Installable	5 Year Bronze	Customer installs CRUs
VS-Series	VS-NVR Series Smart NVR (VS2118, VS2208)	5Yrs NBD + NRD	Customer Installable	5 Year Bronze	Customer installs CRUs
VS-Series (Quantum Legacy)	NVR 4160, 1104, 2112, HCI 1110-A, 4160	1, 3, or 5Yrs NBD	Customer Installable		Customer installs CRUs

Quantum Product Warranty Information

VS-Series (Software)	Acuity	1, 3, or 5Yrs NBD	Quantum or Quantum QSP	
----------------------	--------	----------------------	---------------------------	--

Quantum Warranty Regional Limitations

I. Warranty service and on-site support is available from Quantum in the following countries:

Australia, Austria, Belgium, Bulgaria, Canada, China, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong- S. A. R., Hungary, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macao S. A. R., Malaysia, Mexico, Monaco, Netherlands, New Zealand, Norway, Oman, Poland, Portugal, Puerto Rico, Qatar, Romania, San Marino (Italy), Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States, and Vatican City.

II. Warranty service and/or onsite support may not be available in the following countries / locations:

Afghanistan, Akrotiri, Albania, Algeria, Andorra, Angola, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Ashmore and Cartier Islands, Azerbaijan, Bahamas, Bahrain, Baker Island, Bangladesh, Barbados, Belize, Benin, Bermuda, Bhutan, Bolivia, Bosnia & Herzegovina, Botswana, Brazil, British Indian Territory, British Virgin Islands, Brunei, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Chile, Christmas Island, Cocos-Keeling Islands, Colombia, Comoros, Cook Islands, Coral Sea Islands Territory, Costa Rica, Cote-d'Ivoire, Croatia, Cyprus, Democratic Republic of São Tomé and Príncipe, Democratic Republic of the Congo, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands, Faroe Islands, Fiji, French Guiana, French Polynesia, Gabon, Gambia, Georgia, Ghana, Gibraltar, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guinea, Guyana, Haiti, Heard Island and McDonald Islands, Honduras, Howland Island, Iceland, India, Indonesia, Iraq, Isle of Man, Israel, Ivory Coast, Jamaica, Jarvis Island, Jersey, Johnston Atoll, Jordan, Kazakhstan, Kenya, Kingman Reef, Kiribati, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Macedonia, Madagascar, Madeira, Malawi, Maldives, Mali, Malta, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Melilla, Micronesia-Federated States of, Midway Islands, Moldova, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Navassa Island, Nepal, Netherlands Antilles, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, Northern Mariana Islands, Pacific Islands (Palau)- Trust Territory of the, Pakistan, Palau, Palmyra Atoll, Panama, Papua New Guinea, Paracel Island, Paraguay, Peru, Philippines, Pitcairn Islands, Republic of Kosovo, Republic of the Congo, Reunion, Rwanda, Saint Barthelemy, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, Samoa, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Solomon Islands, South Africa, South Georgia and South Sandwich Islands, Spratly Islands, Sri Lanka, St. Lucia, St. Vincent and the Grenadines, Suriname, Svalbard, Swaziland, Tajikistan, Tanzania, Thailand, Timor-Leste, Togo, Tokelau, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, Uruguay, US Virgin Islands, Uzbekistan, Vanuatu, Venezuela, Vietnam, Wake Island, Western Sahara, Western Samoa, Yemen, Zambia, and Zimbabwe.

With regard to the above Section II countries:

- A. Quantum may be limited to providing phone support through a local Quantum Service Partner. A list of Quantum Service Partners is available at: <http://www.Quantum.com/serviceandsupport/serviceproviders/index.QSPx>.
- B. At Quantum's request, Customer shall act as the importer of record, and may be required to complete and provide an End Use and/or Anti-Corruption Risk Assessment forms under U.S. Law.
- C. Phone support during the period of the warranty shall be included for product sold. Where on-site service is available, the quote to the Customer must include an uplifted service contract to cover at minimum the first year of on-site service or the duration of the warranty whichever is greater. Where on-site service is not available, Quantum may offer a customized support option. Where onsite warranty is not available, Customer must select one of the following options at the time of purchase of Quantum Product:
 - a. **Option 1, Self-Support:** Customer employs IT Admin Level trained technicians on the Customer's IT infrastructure Eco-System and elects to self-support the Quantum Product they are interested in purchasing. Customer is required to purchase training and a spares kit from Quantum, and the Customer must:
 - i. Employ a minimum of two Quantum trained engineers
 - ii. Purchase a support contract from Quantum for access to technical escalation support and faulty part(s) replacement (Customer ships defective parts to Quantum and upon receipt Quantum will ship replacement to Customer's freight forwarder).
 - iii. Customer would have to also agree to be Importer and Exporter of Record for any parts.
 - b. **Option 2, No Warranty and No Support Purchased:** Customer agrees to purchase the Quantum Product without warranty service does not purchase the available service support and does not elect to self-support. Support would be available on a chargeable time and materials basis only to the extent support is possible at the location. Customer shall also serve as the Importer and Exporter of Record for any parts needed.

III. Warranty service and on-site support are not provided in the following countries:

Cuba, Iran, Libya, Belarus, Russia, North Korea, Sudan, and Syria.

IV. Warranty Limitations / Exclusions

Support Services do not include: (a) replacement of parts and/or services to repair damage or errors resulting from accident, neglect, or misuse on the part of a party other than Quantum, or modification of Product not approved, authorized or directed by Quantum; (b) replacement of parts and/or services to repair damage resulting from any act of God, including but not limited to storms, fires, floods, and earthquakes; (c) replacement of parts

Quantum Product Warranty Information

and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or other facilities or environmental conditions unless such failure is caused by the negligent act or omission of Quantum; (d) replacement or reconditioning of Product which Quantum reasonably believes cannot be reliably maintained or repaired because of excessive wear or deterioration not resulting from any negligent act or omission on the part of Quantum; (e) services on Product which Customer has moved or relocated without notifying Quantum; (f) services requested after unauthorized resale, transfer, or other assignment (actual or constructive) of Product; (g) services required as a result of use of Product beyond its rated capacity, not in accordance with manufacturer published specifications; (h) services performed outside of designated working hours; (i) on-site Software or Firmware Support; (j) services required for correcting errors if Customer fails to implement any error correction or update made available by Quantum; (k) services in connection with removal, relocation or reinstallation of Product; (l) furnishing or replacing expendable supplies, including media such as cassettes, unless damaged by Quantum; (m) installation or maintenance on third-party equipment or software, or on product not quoted by Quantum; (n) production of written reports related to service performed; (o) workflow design or consulting (e.g. advice and guidance about how to use Products to solve an end-to-end business problem including products from third-party vendors (cameras, networking equipment, servers, storage, archive systems, play-out systems etc.); (p) storage design and policies (e.g. advice and guidance about where and in what format(s) to store media and for how long); (q) training for end users or system administrators; (r) installation, deployment and configuration (e.g. assisting with a Software Product's installation and/or configuration including project management, status reporting, deployment planning and deployment itself); (s) hardware design, selection or configuration for example servers, networks and storage; (t) integration with third-party products (unless those integrations are also Software Products licensed from Quantum to you under a separate license agreement which Quantum have agreed in advance may be integrated); (u) writing or debugging scripts or other computer programs intended to work with a Software Product; (v) recovery following a disaster (for example hardware failure) if backups are not available; and (w) software development advice for customers using the APIs to extend the capabilities of the Software Product(s). Service requested for any of the above exclusions will be considered Professional Services for which Quantum will charge an additional fee.

The occurrence of events (a)-(g) above will render the warranty void and/or subject a support contract to termination.

If a Product is not being operated in accordance with Quantum's recommendations (for example for minimum specifications etc.) we will determine the level of support provided at our discretion.

If the Support Services relate to products sold by Quantum, but produced by a third-party manufacturer, responsibility for maintenance support remains with the manufacturer. Quantum may accept and investigate support cases but if unable to resolve the issue, will pass the details to the manufacturer for resolution. This is the full extent of Quantum obligations in respect of such products.

IV. Limited Product Warranty

Subject to the limitations according to the above list, Quantum warrants to the Customer that Products (excluding media) will perform in accordance with Quantum's published Product specifications, commencing at the time of shipment and for the duration published by Quantum, and as updated from time to time. Quantum warrants that media Products will be free from defects in material and manufacture at the time of purchase. Subject to any non-excludable rights that you may have under the laws in your country, Customer's sole and exclusive remedy should a Product fail to perform according to specifications, is repair, replacement, or acceptance of return of the defective Product at Quantum's sole discretion.

V. Disclaimer of Warranty

Quantum will use commercially reasonable efforts to deliver the Services and Products on a timely basis (subject to availability of personnel and the size and complexity of the Services), but with respect to the delivery of the Products and Services, time will not be of the essence and Quantum will not be liable for any failure to perform the Services or deliver the Products according to estimated timeframes. Any warranties provided by Quantum under these Terms and Conditions will be voided if the Product is not properly installed, used, or modified by a person other than Quantum or a Quantum authorized service provider. This clause is subject to any non-excludable rights that you may have under the laws in your country. The warranties expressed in these Terms and Conditions are the only warranties made by Quantum with respect to the Products and Services. Quantum does not warrant that the Products or Services will meet all Customer requirements, or that they will be uninterrupted or error free. Quantum expressly disclaims and excludes all other warranties, obligations, liabilities, Customer's rights and remedies, express or implied, oral or written, arising by law or otherwise including the implied warranties of merchantability, title, and fitness for a particular purpose and those arising from course of performance, course of dealing and usage of trade.

VI. Limitations on Liability

Quantum (including its subsidiaries, directors, officers, employees and providers) is not liable to Customer or any third party for indirect, special, incidental, consequential, or punitive damages including without limitation, loss of use, loss or alteration of data, delays or lost profits, revenue or savings, even if Quantum is aware of the possibility of such damages, and even if the exclusive remedies stated herein fail of their essential purpose. Customer's rights as stated herein are its exclusive remedies. Except for Quantum's liability based upon Claims arising from acts of gross negligence or willful misconduct and Quantum's obligation to indemnify Customer for third-party infringement Claims as set forth in Section 1.12, Quantum's cumulative liability for any Losses arising from Claims in connection with the Products or Services may not exceed an amount equal to the charges paid by Customer in the prior twelve (12) months for the Product or Service giving rise to the claim of liability.

Quantum and its subsidiaries, directors, officers, employees and providers will not be liable for any and all Losses arising from any Claims for property damage, personal injury or death arising out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing Services to the extent such Claims arise due to any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum). No action, whether based on contract, strict liability, or tort, including any action based on negligence arising out of the performance of Services or the Products, may be brought by either party more than one (1) year after such cause of action accrued.

Quantum Product Warranty Information

VII. Choice of Law

These Warranty Conditions are governed by and construed in accordance with the laws of the State of California, USA without regard to any conflict of laws rules thereof. In the event of any dispute arising under these Terms and Conditions, the parties agree to the exclusive jurisdiction of the courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods will not apply. limits the manufacturer's liability for any damages or losses incurred beyond the scope of the warranty.