

QUANTUM COMPLIANCE AGREEMENT

This Compliance Agreement (“Agreement”) is entered into by and between _____ (hereinafter “You”) and Quantum Corporation (“Quantum”), effective as of the date last signed below.

Quantum and You mutually agree to enter into this Agreement regarding Your obligations under various ethical and legal compliance requirements. If any conflict exists between the terms of the Agreement and any other agreements between Quantum and You, the terms of this Agreement shall govern.

GENERAL TERMS APPLICABLE TO ALL SCHEDULES (“General Terms”)

You and Your

Your is understood to indicate the possessive form of You and wherever used in this Agreement refers to obligations, rights, data, property, relationships, actions, or other things that belong to You.

Awareness and Commitment

Quantum desires to uphold the highest standards of ethical conduct in its business activities. You recognize that desire and acknowledge that You understand the significance and consequences of Your obligations as defined in this Agreement.

Due Diligence

Quantum desires to conduct a reasonable level of due diligence regarding its operations and the activities of other parties retained by Quantum, representing Quantum, working on Quantum’s behalf, or receiving Quantum product. You shall use Your best efforts to comply with Quantum’s due diligence processes. Quantum may suspend, cancel, or terminate any of Your other agreements with Quantum if You do not effectively cooperate with Quantum’s reasonable due diligence requests.

Audit Rights

Quantum shall have the right to audit Your books and records annually or as otherwise determined to be appropriate by Quantum to verify Your compliance with this Agreement. Quantum’s decision not to conduct an audit shall not be construed as approval or endorsement of Your books and records or business activities.

Indemnification

You will defend and indemnify Quantum, its affiliates, and their respective directors, officers, and employees against any costs, claims, liabilities, damages, judgments, or expenses (including reasonable attorneys’ fees and costs of litigation) arising from Your alleged violation of or failure to perform with respect to the terms of this Agreement.

Term and Termination

This Agreement shall terminate simultaneously with the latest termination date of the other agreements you have with Quantum. If those other agreements are renewed or replaced, this Agreement shall continue in full force and effect as though it had also been specifically renewed or resigned. If You commit, or if Quantum reasonably suspects that You have committed or intend to commit, an action resulting in a violation of any of the terms of this Agreement, Quantum shall have the right to immediately terminate any of Your other agreements with Quantum in addition to any other applicable remedies described in the Schedules.

Survival

The General Terms shall survive the termination of this Agreement.

SCHEDULE 1 ANTICORRUPTION AND CODE OF CONDUCT

Anticorruption Requirements

Quantum requires full compliance with any applicable laws or regulations regarding the prevention of bribery and corruption, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, the United Nations Convention Against Corruption, the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any similar local, regional, national, or international requirements (collectively "Anticorruption Requirements"). You represent that You are in compliance, and warrant that You shall at all times comply, with Anticorruption Requirements.

Code of Conduct Requirements

Unless You are acting solely as a customer to Quantum, You shall at all times comply with the Electronics Industry Code of Conduct and Quantum's Supplier Code of Conduct Requirements, as available at http://www.quantum.com/pdf/compliance_final.pdf. Regardless of Your relationship with Quantum or performance capacity under Your agreements with Quantum, You shall at no time impair or interfere with Quantum's ability to: (i) adhere to *The High Road* – Quantum's Code of Business Conduct and Ethics, as available on www.quantum.com; or (ii) comply with applicable provisions of the United States Sentencing Guidelines or Federal Acquisition Regulation regarding ethics and compliance programs.

SCHEDULE 2 DATA PRIVACY AND SECURITY

The terms and conditions of this Schedule shall apply if Your other agreements with Quantum allow you to have or provide you with access to CDI as defined below. If Your other agreements with Quantum do not allow you to have or provide you with access to CDI, this Schedule does not apply to You.

Definitions

Identified defined terms shall have the following meanings wherever used in Schedule 2 of this Agreement.

Applicable Laws includes US state and federal laws enacted for the protection of nonpublic information (both personal and commercial), including but not limited to the Fair Credit Reporting Act; Health Insurance Portability and Accountability Act; Gramm-Leach-Bliley Act; the U.S. Telemarketing Sales Rule; and relevant state data privacy and security and telemarketing laws; and international regulatory requirements enacted in controlling jurisdictions such as the E.U. Data Protection Directive and the E.U. E-Privacy Directive.

Covered Data and Information (CDI) includes paper and electronic information containing any of the following: (i) customer financial account data supplied by Quantum; (ii) Quantum employee sales or income data; (iii) any nonpublic sales modeling, forecasting or product pricing data provided by Quantum; (iv) any information provided by Quantum relating to an individual's Social Security number, credit card number, financial account information, driver's license number, passport number, health insurance identification number, or other federal, state, local, or international identification number when that individual's first and last names or first initial and last name are also provided; or (v) any information provided by Quantum relating to an individual's health status or condition, benefits eligibility information, religious or sexual preferences, race or ethnic origin, labor union affiliation, or other protected status information when that individual's first and last names or first initial and last name are also provided.

Encryption Requirements includes any federal, state, local, or international law or regulation that requires CDI to be encrypted when stored on a portable electronic device or wirelessly transmitted to a third party.

Acknowledgment of Access to Covered Data and Information

You acknowledge that You may have access to CDI under the terms of Your other agreement(s) with Quantum.

Prohibition on Unauthorized Use or Disclosure of Covered Data and Information

You agree to hold CDI in strict confidence. You shall not use or disclose CDI received from or on behalf of Quantum except as permitted or required by Your agreements with Quantum or this Agreement, as required by law, or as otherwise authorized in writing by Quantum. You agree that You will protect the CDI You receive from or on behalf of Quantum in compliance with Applicable Laws, and where none exist, according to commercially acceptable standards or other Quantum requirements. In no event will You protect CDI less rigorously than You protect Your own confidential information.

Storage and Transmission of Covered Data and Information

You shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Quantum or its employees. You expressly agree that Your security standards for the storage and transmission of CDI will comply with Applicable Laws and Encryption Requirements. If You intend to use subcontractors, agents, or affiliates in performance of Your obligations under Your agreements with Quantum, You expressly agree that You will contractually require such parties to also comply with Applicable Laws and Encryption Requirements.

Return or Destruction of Covered Data and Information

Upon termination, cancellation, expiration or other conclusion of your agreements with Quantum, You shall return all CDI to Quantum or, if its return is not feasible, destroy any and all CDI so that it can not be recreated.

Unauthorized Disclosures of Misuse of Covered Data and Information

You, within one day of discovery, shall report to Quantum any use or disclosure of CDI not authorized in writing by Quantum. Your report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what You have done or shall do to mitigate any potentially negative or harmful effects of the unauthorized use or disclosure, and (v) what corrective action You have taken or shall take to prevent future similar unauthorized use or disclosure. You shall provide such other information, including a written report, as reasonably requested by Quantum. Whether in conjunction with or independent from such reporting by You to Quantum, if Quantum reasonably determines in good faith that You or Your subcontractors, agents, or affiliates has allowed unauthorized access to CDI (a "Breach Incident"), Quantum shall have the right to require You to fulfill all statutory or contractual duties regarding notification of impacted individuals and applicable regulatory agencies at Your cost. In addition, You shall fully indemnify and hold Quantum harmless from any and all costs, claims, liabilities, damages, judgments, or expenses (including reasonable attorneys' fees) arising from a Breach Incident.

Remedies

If Quantum reasonably determines in good faith that You have materially breached any of Your obligations under this Agreement, Quantum, in its sole discretion, shall have the right to require You to submit to a plan of monitoring and reporting; provide You with a fifteen (15) day period to cure the breach; or terminate Your other agreements with Quantum immediately if cure is not possible. Before exercising any of these options, Quantum shall provide written notice to You describing the violation and the action it intends to take.

SCHEDULE 3 PHYSICAL SECURITY

The terms and conditions of this Schedule shall apply if You engage in Supply Chain Participation as defined below. If You do not engage in Supply Chain Participation, this Schedule does not apply to You.

Definitions

Identified defined terms shall have the following meanings wherever used in Schedule 3 of this Agreement.

Applicable Laws includes United States federal, state, local, and international laws and standards regarding the security of inventory locations, supply chains, and import/export processes, including but not limited to the United States Customs-Trade Partnership Against Terrorism (C-TPAT); the US Transportation Security Administration Certified Cargo Screening Program (CCSP); and the Transported Asset Protection Association (TAPA).

Supply Chain Participation includes providing inventory, parts, components, subassemblies, products, repair or production services, inventory management or warehousing services, contract manufacturing services, or freight forwarding or import/export services as a contribution to Quantum's supply chain.

Acknowledgement of Physical Security Compliance Obligations

You acknowledge and agree that You shall comply with Quantum requirements and Applicable Laws regarding the security of the facilities, conveyances, and processes used to enable or support Supply Chain Participation.

SCHEDULE 4 GOVERNMENT CONTRACTING

The terms and conditions of this Schedule shall apply if You provide parts, products, or services that are used in or support Government Products as defined below. If You do not provide such parts, products, or services, this Schedule does not apply to You.

Definitions

Defined terms shall have the following meanings wherever used in Schedule 4 of this Agreement.

Applicable Laws includes United States federal, state, and local laws and standards regarding: (i) providing products or services to agencies, entities, employees, or representatives of United States federal, state, or local governments (“Government Entities”); or (ii) purchasing or procurement processes used by Government Entities to obtain products or services.

Government Products includes products or services that are manufactured, sold, or provided by Quantum to or for the benefit of Government Entities.

Acknowledgement of Government Contracting Compliance Obligations

You acknowledge and agree that You shall comply with Quantum requirements and Applicable Laws as they apply to You, including but not limited to the requirements listed in Exhibit A to this Agreement. Your obligation to comply with Applicable Laws regarding Government Products shall specifically include the obligation to flow down such requirements to Your contractors and subcontractors, as applicable.

SCHEDULE 5 CONFLICTS OF INTEREST AND GIFTS

Conflicts of Interest

You expressly warrant that You shall refrain from establishing activities or relationships with Quantum employees or agents that may interfere with their ability to fulfill their job responsibilities or performance obligations in the expected manner. If You become aware of a situation that could create such a conflict of interest, You will immediately notify Quantum and seek written approval to continue the desired activity or relationship before proceeding.

Giving and Receiving Gifts

You acknowledge and understand that Quantum employees are subject to restrictions regarding the value of gifts that may be given and received as part of the business relationship. Unless approved in writing in advance by Quantum, You agree that You shall refrain from giving to or receiving from a Quantum employee gifts valued at more than the equivalent of US\$150. If You are an agency, employee, or representative of a United States federal, state, or local government entity or would be considered a foreign official under the terms of the United States Foreign Corrupt Practices Act, the exchange of gifts with a Quantum employee, regardless of value, is strictly prohibited.

SCHEDULE 6 IMPORT/EXPORT REQUIREMENTS

The terms and conditions of this Schedule shall apply if you manufacture, supply, distribute, transfer or otherwise release Quantum products, equipment, technology, software, or service to another party. If you do not engage in such activities involving Quantum products, this Schedule does not apply to you.

Quantum requires full compliance with any law or regulation governing the import/export or re-export of United States technology based items or transactions, including but not limited to, the United States Export Administration Regulations, the U.S. Department of State International Traffic in Arms Regulations, and the United States Treasury Regulations Office of Foreign Asset Controls.

End Use Screening

You warrant that you will screen your customers and ensure they are not prohibited from receiving Quantum products, equipment, technology, or software. Upon request, You will supply written assurance and acknowledgement that the end use of Quantum products for which You are transacting is not contrary to any applicable law or regulation of the United States or any foreign country. The assurance will certify that, unless You obtain specific written approval from the United States federal government, You will not provide products directly or indirectly to anyone for use in prohibited activities, including but not limited to the research, design, development, or manufacture of nuclear, chemical, or biological weapons or missile technology use.

Acknowledgement of Import/Export Compliance Obligations

You acknowledge and agree that You will comply with the export and re-export restrictions set forth in any export license (if applicable) or license exception used to ship Quantum products. In addition, You understand and acknowledge Your compliance with restrictions set forth by the United States which prohibit any transaction from occurring to destinations which are under unilateral embargo by the United States.

SCHEDULE 7 CONTRACTOR, CONSULTANT, AND AGENT REQUIREMENTS

The terms and conditions of this Schedule shall apply if You are a contractor, consultant, or agent of Quantum or otherwise conduct business on Quantum’s behalf. If You do not provide services to Quantum in such a capacity, this Schedule does not apply to You.

You acknowledge your understanding of and agreement to comply with all applicable Quantum policies, including but not limited to: (i) *The High Road* – Quantum’s Code of Business Conduct and Ethics; (ii) Quantum’s Anticorruption Policy; (iii) Quantum’s Insider Trading Policy; (iv) Quantum’s Analyst Disclosure Policy; and (v) Quantum’s Policy Against Harassment. Your compliance with such policies in no way entitles You to be treated as a Quantum employee, and You specifically agree that no employer-employee relationship is formed between Quantum and You as a result of this provision.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by the authorized parties in its name and on its behalf.

QUANTUM CORPORATION

YOU

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A TO QUANTUM COMPLIANCE AGREEMENT

NOT APPLICABLE IF SCHEDULE 4 (GOVERNMENT CONTRACTING) OF THIS AGREEMENT DOES NOT APPLY TO YOU

Government Contracting Flow-down Requirements

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated into Your applicable agreements with Quantum with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation.

1. The following FAR clauses apply to all subcontracts:

- (a) FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (Note 2 applies.)
- (b) FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Note 2 applies.)
- (c) FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (d) FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (e) FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- (f) FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Note 2 applies. In paragraph (e) Note 3 applies.)
- (g) FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- (h) FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)
- (i) FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

2. The following FAR clauses apply to subcontracts where the value equals or exceeds \$10,000:

- (a) FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

3. The following FAR clauses apply to subcontracts where the value equals or exceeds \$25,000:

- (a) FAR 52.222 - 37 - Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.

4. The following FAR clauses apply all subcontracts where the value equals or exceeds \$100,000:

- (a) FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1996)
- (b) FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- (c) FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

5. The following FAR clauses apply to all subcontracts where the value equals or exceeds \$5,000,000:

- (a) FAR 52.203-13 PARTY A CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008) (Applicable if the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

6. The following FAR clauses apply to subcontracts as indicated:

- (a) FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)
- (b) FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF PARTY A PERSONNEL (SEP 2007) (Applicable where You will have physical access to a federally-controlled facility or access to a Federal information system.)

(c) FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007) (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

(d) FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) (Applies if this Contract exceeds \$3,000, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.)

(e) FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applicable if the Work was manufactured with or contains ozone-depleting substances.)

(f) FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (FEB 2009) (Applicable; if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

(g) FAR 52.225-5 TRADE AGREEMENTS (AUG 2009) (Applicable if the Work contains other than U.S. made or designated country end products as specified in the clause.)

(h) FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (DEC 2007) (Applicable only if existing computer software is to be delivered under this Contract.)

(i) FAR 52.245-1 GOVERNMENT PROPERTY (JUN 2007) (ALT I) (JUN 2007) ("Contracting Officer" means "Quantum" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Quantum. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Quantum" and except in paragraphs (d)(2) and (g) where the term includes Quantum." The following is added as paragraph (n) "You shall provide to Quantum immediate notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with You, or (ii) makes a determination that Your property management practices are inadequate, and/or present an undue risk, or that You have failed to take corrective action when required.")

7. You acknowledge that Quantum will rely upon Your certifications and representations contained in this Exhibit A and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to You. By entering into such contract, You republish the certifications and representations submitted with Your written offer, including company profile information, and oral offers/quotations made at the request of Quantum, and You make those certifications and representations set forth below. You shall immediately notify Quantum of any change of status regarding any certification or representation.

7.1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. You hereby certify to the best of Your knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, You shall complete and submit, with its offer, to Quantum OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. You need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7.2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) You certify, to the best of Your knowledge and belief, that--

(i) You and/or any of Your Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) You have not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(b) You shall provide immediate written notice to Quantum if, at any time prior to contract award, You learn that Your certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that You knowingly rendered an erroneous certification, in addition to other remedies available, Quantum may terminate this contract for default.

7.3. FAR 52.222-22 Previous Contracts and Compliance Reports

You represent that if You have participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (a) You have filed all required compliance reports and (b) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

7.4. FAR 52.222-25 Affirmative Action Compliance

You represent: (a) that You have has developed and have on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) that in the event such a program does not presently exist, You will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

8. FAR 252.204-7005 Oral Attestation of Security Responsibilities.

(a) Your employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by You for this purpose, and a witness, will satisfy this requirement. Your employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, You shall deny the employee access to classified information and shall submit a report to Your security activity.

9. FAR 252.204-7000 Disclosure of Information.

(a) You shall not release to anyone outside Your organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. You shall submit Your request to the Contracting Officer at least 45 days before the proposed date for release.

(c) You agree to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through You to Quantum.

10. FAR 252.246-7003 Notification of Potential Safety Issues.

(a) *Definitions.* As used in this clause—

“Credible information” means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

“Critical safety item” means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

“Safety impact” means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding \$1,000,000.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for You or another subcontractor.

(b) You shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) You—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

(i) A summary of the defect or nonconformance;

(ii) A chronology of pertinent events;

(iii) The identification of potentially affected items to the extent known at the time of notification;

(iv) A point of contact to coordinate problem analysis and resolution; and

(v) Any other relevant information.

(d) You—

(1) Are responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the contractor established elsewhere in this contract.

(f)(1) You shall include the substance of this clause, including this paragraph (f), in subcontracts for—

(i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts described in paragraph (f)(1) of this clause, You shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

(i) You or higher-tier subcontractor; and

(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.