

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2004-06-29**  
SEC Accession No. **0000950135-04-003298**

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### SUBJECT COMPANY

#### **MTI TECHNOLOGY CORP**

CIK: **901696** | IRS No.: **953601802** | State of Incorporation: **DE** | Fiscal Year End: **0403**  
Type: **SC 13D** | Act: **34** | File No.: **005-48699** | Film No.: **04886746**  
SIC: **3572** Computer storage devices

Mailing Address  
*14661 FRANKLIN AVENUE  
TUSTIN CA 92780*

Business Address  
*14661 FRANKLIN AVENUE  
TUSTIN CA 92780  
7144817800*

### FILED BY

#### **ADVENT INTERNATIONAL CORP ET AL**

CIK: **939424** | IRS No.: **042840139** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D**

Mailing Address  
*101 FEDERAL STREET  
BOSTON MA 02110*

Business Address  
*101 FEDERAL STREET  
BOSTON MA 02110  
6179519400*

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

SCHEDULE 13D  
(RULE 13D-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO  
RULES 13D-1(A) AND AMENDMENTS THERETO FILED  
PURSUANT TO RULE 13D-2(A)  
(AMENDMENT NO. \_\_\_\_\_) (1)

MTI Technology Corporation

-----  
(Name of issuer)

Common Stock, par value \$0.001

-----  
(Title of class of securities)

553903105

-----  
(CUSIP number)

Janet L. Hennessy, Vice President 617-951-9447  
C/o Advent International Corporation, 75 State Street, 29th Floor  
Boston, MA 02109

-----  
(Name, Address and Telephone Number of Person Authorized to Receive  
Notices and Communications)

June 17, 2004

-----  
(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box :.[ ]

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

(Continued on following pages)  
(Page 1 of 22 Pages)

-----  
(1) The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of

securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Advent International Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (A) [X]  
(B) [ ]

3 SEC USE ONLY

4 Source of Funds  
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF	7	SOLE VOTING POWER
SHARES	5,347,671	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	None	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING PERSON	5,347,671	
WITH	10	SHARED DISPOSITIVE POWER
	None	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,347,671

-----  
12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]  
-----

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

13.40%

-----  
14 TYPE OF REPORTING PERSON\*

CO, IA  
-----

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-----  
1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Advent International Limited Partnership  
-----

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(A) [X]

(B) [ ]  
-----

3 SEC USE ONLY  
-----

4 Source of Funds

WC  
-----

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)  
-----

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware  
-----

NUMBER OF 7 SOLE VOTING POWER

SHARES 5,246,300  
-----

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None  
-----

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 5,246,300  
-----

WITH 10 SHARED DISPOSITIVE POWER  
-----

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,246,300

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

13.14%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Digital Media & Communications III Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(A) [X]

(B) [ ]

3 SEC USE ONLY

4 Source of Funds

WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF 7 SOLE VOTING POWER

SHARES 1,119,413

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 1,119,413

WITH 10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,119,413

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

2.80%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Digital Media & Communications III-A Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (A) [X]

(B) [ ]

3 SEC USE ONLY

4 Source of Funds

WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF 7 SOLE VOTING POWER

SHARES 536,002

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 536,002

WITH 10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

536,002

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

1.34%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Digital Media & Communications III-B Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(A) [X]

(B) [ ]

3 SEC USE ONLY

4 Source of Funds

WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

Delaware

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NUMBER OF	7	SOLE VOTING POWER
SHARES	198,363	

---

BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	None	

---

EACH	9	SOLE DISPOSITIVE POWER
REPORTING PERSON	198,363	

---

WITH	10	SHARED DISPOSITIVE POWER
		None

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
198,363

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)  
0.50%

14 TYPE OF REPORTING PERSON\*  
PN

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
Digital Media & Communications III-C Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (A) [X]  
(B) [ ]

3 SEC USE ONLY

4 Source of Funds  
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF 7 SOLE VOTING POWER

SHARES 2,779,944

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 2,779,944

WITH 10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,779,944

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

6.96%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Digital Media & Communications III-D C.V.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(A) [X]

(B) [ ]

3 SEC USE ONLY

4 Source of Funds  
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Netherlands

NUMBER OF 7 SOLE VOTING POWER

SHARES 367,549

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 367,549

WITH 10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

367,549

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.92%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (A) [X]  
(B) [ ]

3 SEC USE ONLY

4 Source of Funds  
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Netherlands

NUMBER OF	7	SOLE VOTING POWER
SHARES	245,029	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	None	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING PERSON	245,029	
WITH	10	SHARED DISPOSITIVE POWER
	None	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

245,029

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.61%

14 TYPE OF REPORTING PERSON\*

PN

-----

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Advent Partners DMC III Limited Partnership

-----

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (A)  [X]  
(B)  [ ]

-----

3 SEC USE ONLY

-----

4 Source of Funds  
WC

-----

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

-----

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

-----

NUMBER OF	7	SOLE VOTING POWER
SHARES	78,763	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	None	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING PERSON	78,763	
WITH	10	SHARED DISPOSITIVE POWER
	None	

-----

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

78,763

-----

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES  [ ]

-----

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.20%

14 TYPE OF REPORTING PERSON\*

PN

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1 NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Advent Partners II Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(A)

(B)

3 SEC USE ONLY

4 Source of Funds

WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to  
Items 2(d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF 7 SOLE VOTING POWER

SHARES 22,608

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY None

EACH 9 SOLE DISPOSITIVE POWER

REPORTING PERSON 22,608

WITH 10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

22,608

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES

-----  
13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.06%

-----  
14 TYPE OF REPORTING PERSON\*

PN  
-----

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Item 1. Security and Issuer

This statement on Schedule 13D relates to the Reporting Persons' (as defined in Item 2 below) beneficial ownership interest in the Common Stock, par value \$0.001 per share (the "Common Stock"), of MTI Technology Corporation, a Delaware corporation (the "Corporation"). The address of the principal executive office of the Corporation is 14661 Franklin Avenue, Tustin, CA 92780.

Item 2. Identity and Background

(a) (b) (c) (f) This statement is being filed by the following entities:

(1) Advent International Corporation, a Delaware corporation;

(2) Advent International Limited Partnership, a Delaware limited partnership;

(5) Digital Media & Communications III Limited Partnership, a Delaware limited partnership;

(6) Digital Media & Communications III-A Limited Partnership, a Delaware limited partnership;

(7) Digital Media & Communications III-B Limited Partnership, a Delaware limited partnership;

(8) Digital Media & Communications III-C Limited Partnership, a Delaware limited partnership;

(9) Digital Media & Communications III-D C.V., a Netherlands limited partnership;

(10) Digital Media & Communications III-E C.V., a Netherlands limited partnership;

(11) Advent Partners DMC-III Limited Partnership, a Delaware limited partnership; and

(12) Advent Partners II Limited Partnership, a Delaware limited partnership.

The entities listed in subparagraphs (1) through (12) above are herein collectively referred to as the "Reporting Persons" and individually as a

"Reporting Person."

Advent International Corporation ("Advent") is a Delaware corporation, and the persons serving as its directors and executive officers are set forth on Schedule A hereto.

Advent is the General Partner of Advent Partners II Limited Partnership, Advent Partners DMC III Limited Partnership and Advent International Limited Partnership ("Advent LP"). Advent LP is the General Partner of Digital Media & Communications III Limited Partnership, Digital Media & Communications III-A Limited Partnership, Digital Media & Communications III-B Limited Partnership, Digital Media & Communications III-C Limited Partnership, Digital Media & Communications

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III-D C.V. and Digital Media & Communications III-E C.V. The principal business address of each Reporting Person is c/o Advent International Corporation, 75 State Street, Boston, MA 02109.

The principal business of Advent and Advent LP is to operate as an investment advisory firm and to make private equity investments. The principal business of each Reporting Person other than Advent and Advent LP is to provide risk capital for, and make investments in the securities of, privately held and other businesses.

(d) (e) During the last five years, none of the Reporting Persons nor any person listed on Schedule A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, none of the Reporting Persons nor any person listed on Schedule A has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violations with respect to such laws.

#### Item 3. Source and Amount of Funds or Other Consideration.

On June 17, 2004, pursuant to the Securities Purchase Agreement dated as of the same date by and among the Corporation, the Reporting Persons (other than Advent and Advent LP) and EMC Corporation (collectively, the "Purchasers"), the Reporting Persons (other than Advent and Advent LP) acquired 415,651.16 shares (the "Series A Shares") of the Corporation's Series A Convertible Preferred Stock (the "Series A Preferred Stock") and warrants to purchase 1,191,159.20 shares of Common Stock (the "Warrants").

The total consideration paid by the Reporting Persons (other than Advent and Advent LP) for the Series A Shares and the Warrants (collectively, the "Securities") was \$11,000,000. The source of the funds used to purchase the Securities was the working capital of the Reporting Persons (other than Advent and Advent LP).

#### Item 4. Purpose of Transaction.

The Reporting Persons (other than Advent and Advent LP) acquired the Securities strictly for investment purposes. The Reporting Persons intend to periodically review their investment in the Corporation. Depending upon future

evaluations of the business prospects of the Corporation and upon other developments, including without limitation general economic, business and market conditions, the Reporting Persons may determine to increase or decrease their equity interest in the Corporation by acquiring additional securities of the Corporation, or by disposing of all or a portion of the Securities now held.

Except as set forth in this statement, none of the Reporting Persons nor, to the best of their knowledge, any person listed on Schedule A hereto, has any plans or proposals that relate to or would result in: (a) the acquisition by any person of additional securities of the Corporation, or the disposition of securities of the Corporation; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Corporation or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Corporation or any of its subsidiaries; (d) any change in the present board of directors

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or management of the Corporation, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (e) any material change in the present capitalization or dividend policy of the Corporation; (f) any other material change in the Corporation's business or corporate structure; (g) changes in the Corporation's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Corporation by any person; (h) causing a class of securities of the Corporation to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Corporation becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or (j) any action similar to any of those enumerated above.

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#### Item 5. Interest in Securities of the Issuer.

(a) The Reporting Persons may be deemed to be acting as a group pursuant to Rule 13d-5(b)(1) in connection with the transaction described in Item 4. As such, each Reporting Person may be deemed to have acquired beneficial ownership of all equity securities of the Corporation beneficially owned by the other members of the group. The aggregate number of shares of Common Stock beneficially owned by the Reporting Persons is 5,347,671, and the percentage of Common Stock beneficially owned is 13.4%, based on the 34,573,563 shares of Common Stock outstanding of as of June 17, 2004.

(b) Because the Reporting Persons are members of a group, as described in Item 5(a), each member may be deemed to share the power to vote or direct the vote, and the power to dispose or direct the disposition, of all shares of Common Stock held by the other members of the group. The following table is provided to clarify that the 5,347,671 shares of Common Stock deemed to be beneficially owned by the group are beneficially owned directly by each Reporting Person as follows, except where indicated:

<TABLE>

<CAPTION>

Shares of Common Stock  
Underlying Securities

Percentage of  
Common

Reporting Person	Series A Shares	Warrants	Total	Stock Outstanding
<S>	<C>	<C>	<C>	<C>
Advent International Corporation	4,156,512	1,191,159	5,347,671	13.40%
Advent International Limited Partnership (1)	4,077,720	1,168,580	5,246,300	13.14%
Digital Media & Communications III Limited Partnership (2)	870,070	249,343	1,119,413	2.80%
Digital Media & Communications III-A Limited Partnership (2)	416,610	119,392	536,002	1.34%
Digital Media & Communications III-B Limited Partnership (2)	154,180	44,183	198,363	0.50%
Digital Media & Communications III-C Limited Partnership (2)	2,160,730	619,214	2,779,944	6.96%
Digital Media & Communications III-D C.V. (2)	285,680	81,869	367,549	0.92%
Digital Media & Communications III-E C.V. (2)	190,450	54,579	245,029	0.61%
Advent Partners DMC III Limited Partnership (1)	61,220	17,543	78,763	0.20%
Advent Partners II Limited Partnership (1)	17,572	5,036	22,608	0.06%
Total Group	4,156,512	1,191,519	5,347,671	13.40%

</TABLE>

(1) Advent is the General Partner of the indicated Reporting Persons, and the beneficial ownership of Advent in such Reporting Persons derives from such relationship.

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(2) Advent is the General Partner of Advent LP, which in turn is the General Partner of the indicated Reporting Persons. The beneficial ownership of Advent and Advent LP in such Reporting Persons derive from such relationships.

(c) Other than the acquisition of the Securities, none of the Reporting Persons and the persons set forth on Schedule A and in Item 2(d) hereto has effected any transactions in the Common Stock during the last 60 days.

(d) Except as set forth in this Item 5, no person other than each respective record owner referred to herein of the Securities is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Securities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The following is a summary of certain provisions of the Securities Purchase Agreement, the Certificate of Designation, the Warrants, the Investor Rights Agreement and the Voting Agreement. This summary is qualified in its entirety by reference to such documents, copies of which are attached hereto (or incorporated herein by reference) as Exhibits 1, 2, 3, 4 and 5, respectively.

Securities Purchase Agreement.

The Reporting Persons (other than Advent and Advent LP) purchased the Series A Shares and the Warrants pursuant to the Securities Purchase Agreement. As part of such transaction, the Corporation made certain representations, warranties and covenants, and has provided the Purchasers with certain rights of indemnification for any losses they may incur in the event the Corporation breaches any of such representations, warranties or covenants. The Corporation has also agreed, among other things, that it will use the proceeds of the transaction (a) to pay down a portion of its outstanding debt for borrowed money, (b) to pay the Purchasers' transaction expenses, and (c) for its general working capital.

Certificate of Designation of Series A Preferred Stock.

Dividends. Each share of Series A Preferred Stock has an initial stated value of \$26.4645, and is entitled to receive a cumulative dividend thereon at the rate of 8% per year, payable in cash at the discretion of the board of directors of the Corporation.

Voting Rights. Other than the election of directors, the holders of Series A Preferred Stock generally have the right to vote on any matter with the holders of Common Stock, and each share of Series A Preferred Stock will be entitled to 8.5369 votes. The approval of the holders of a majority of the Series A Preferred Stock, voting as a class, will be required to approve certain corporate actions, including (i) any amendment of the Corporation's charter or by-laws that adversely affects the holders of Series A Preferred Stock, (ii) any authorization of a class of capital stock ranking senior to, or on parity with, the Series A Preferred Stock, (iii) any increase the size of the Corporation's board of directors to greater than eight members or any change in the

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classification of the board of directors, (iv) certain redemptions or repurchases of capital stock, acquisitions of capital stock or assets from other entities, (v) effecting, or entering into any agreement to effect, any merger, consolidation, recapitalization, reorganization, liquidation, dissolution, winding up or similar transaction (a "Liquidation Event") involving the Corporation or any of its subsidiaries, (vi) any sale of assets of the Corporation or a subsidiary which is outside the ordinary course of business, (vii) any purchase of assets of or an equity interest in another entity for more than \$5 million, and (viii) any incurrence of additional debt for borrowed money in excess of \$1 million. The holders of Series A Preferred Stock, exclusively and as a single class, will be entitled to elect one member of the Corporation's board of directors (the "Series A Director"), unless the ratio of the voting power of the Series A Preferred Stock to the total voting power of all of the Corporation's voting stock falls below a certain level.

Liquidation Preference. Upon a Liquidation Event, the holders of Series A Preferred Stock will be entitled to be paid a liquidation preference out of the assets of the Corporation legally available for distribution to its stockholders, before any payment may be made to the holders of common stock or any other holders of preferred stock. If the Liquidation Event occurs prior to December 17, 2004, the liquidation preference for each share of Series A Preferred Stock will be the amount that would be payable if such share had been converted into Common Stock immediately prior to such Liquidation Event. If the

Liquidation Event occurs on or after December 17, 2004, the liquidation preference will be equal to the greater of (1) the stated value plus (a) any accumulated but unpaid dividends and (b) the amount that would be payable if such share (excluding any accumulated but unpaid dividends thereon) had been converted into Common Stock immediately prior to such Liquidation Event, and (2) the stated value plus the amount that would be payable if such share (including any accumulated but unpaid dividends thereon) had been converted into Common Stock immediately prior to such Liquidation Event.

Conversions of Series A Shares. Each share of Series A Preferred Stock is convertible at any time at the option of the holder into a number of shares of Common Stock equal to the Series A Preferred Stock's stated value divided by the conversion price, provided that at no time may the holders of Series A Preferred Stock convert shares of Series A Preferred Stock into more than 6,880,139 shares of Common Stock (which represents 19.9% of the Common Stock outstanding as of June 17, 2004). Initially, each share of Series A Preferred Stock is convertible into 10 shares of Common Stock, though the initial conversion price of \$2.64645 per share is subject to adjustment if certain events occur. The Series A Preferred Stock also has anti-dilution protection that adjusts the conversion price downwards using a weighted-average calculation in the event the corporation issues certain additional securities at a price per share less than the conversion price then in effect.

Redemptions of Series A Shares. At any time on or after June 17, 2009, the Corporation will have the right to redeem all or certain portions of the Series A Preferred Stock then outstanding for an amount per share equal to the greater of (1) the stated value plus any accumulated but unpaid dividends thereon and (2) the average closing price per share of Common Stock on the Nasdaq Stock Market for the twenty (20) trading days prior to (and not including) the date upon which the Corporation exercises its right to redeem the Series A Preferred Stock, multiplied by the number of shares of Common Stock into which such share

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of Series A Preferred Stock (and any accumulated but unpaid dividends thereon) is convertible as of such date. At any time on or after June 17, 2009, each holder of Series A Preferred Stock may require the Corporation to purchase all or any portion of such holder's Series A Preferred Stock for an amount per share equal to the stated value plus any accumulated but unpaid dividends thereon.

Preemptive Rights. The holders of Series A Preferred Stock will be entitled to participate in future issuances of certain equity securities of the Corporation on a proportional basis.

Warrants.

Exercises. After December 20, 2004 and until June 17, 2015, the holders of the Warrants may acquire shares of common stock at an initial exercise price of \$3.10 per share. The Warrants will be exercisable for cash or through a "cashless exercise" feature.

Adjustments. The number of shares for which each Warrant is exercisable is subject to adjustment in the event of stock splits, recapitalizations, reorganizations. Upon certain fundamental transactions, such as a merger, consolidation or reclassification of the Common Stock, the Warrant will become exercisable for the same amount and kind of securities, cash or property as the holder would have been entitled to receive had it exercised the Warrant for

shares of Common Stock immediately prior to such event.

Investor Rights Agreement.

Registration Rights. The Purchasers and the Corporation are party to an Investor Rights Agreement pursuant to which the Corporation has granted certain registration rights to the Purchasers with respect to the shares of Common Stock that are issuable upon conversion of the Series A Shares and upon exercise of the Warrants, as well as any other shares of Common Stock that the Purchasers may hold (collectively, "Registrable Shares"). The Purchasers holding a majority of the Series A Preferred Stock are entitled to three demand registrations and unlimited incidental, or so-called "piggyback," registration rights, subject to certain restrictions. In addition, by July 17, 2004, the Corporation is required to file a shelf registration statement with the Securities and Commission covering the sale of the Registrable Shares.

Board of Directors. If at any time the Purchasers are unable to appoint the Series A Director by reason of the provisions of the Certificate of Designation, the Corporation will be required to increase the number of directors on the board to such number that will allow the Purchasers to appoint the Series A Director. If the board of directors is prohibited from doing so by the by-laws of the Corporation, the Corporation will be required to submit a proposal for such expansion of the board to its stockholders.

Series A Director. For as long as Digital Media & Communications III Limited Partnership ("DMC III") owns any shares of Series A Preferred Stock, it will be entitled to choose the individual who will serve as the Series A Director, after consultation with the other Purchasers. After DMC III no longer owns any shares of Series A Preferred Stock, the Series A Director will be chosen by Purchasers holding a majority of the Series A Preferred Stock.

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Other Covenants. Among other things, the Corporation (1) must continue to comply with federal securities laws, (2) may not grant registration rights to other persons that conflict with the registration rights of the Purchasers, and (3) must provide certain annual, quarterly and monthly financial information to the Purchasers.

Voting Agreement.

Voting Arrangement Regarding Certain Matters. Pursuant to the Voting Agreement among the Purchasers, The Canopy Group, Inc. ("Canopy") and, for limited purposes, the Corporation, when any matter involving (a) a merger, consolidation or liquidation of the Corporation, (b) a sale of 20% or more of the Corporation's voting securities, (c) an issuance of securities by the Corporation representing more than 20% of the outstanding voting securities, (d) a sale of assets representing 20% or more of either the book or fair market value of the Corporation, or (e) an acquisition by the Corporation of an equity interest or assets of another person representing 20% or more of the Corporation's market capitalization, is submitted to the vote of the Corporation's stockholders, Canopy has agreed that either (x) the Common Stock it holds will be voted by Advent (pursuant to a proxy) in proportion to the Purchasers' votes on the matter, or (y) if Canopy wishes that any of its Common Stock be voted differently than in proportion to the Purchasers' votes, Canopy will purchase from any Purchaser with which the Canopy votes are not aligned the Series A Preferred Stock that such Purchaser may require, for a per share amount

equal to two times the sum of the stated value plus any accrued but unpaid dividends thereon.

Director Elections. If at any time the Purchasers are unable to designate the Series A Director, Canopy will be required to vote its shares of Common Stock for a nominee for election to the Corporation's board of directors chosen by the Purchasers, and the Purchasers will be required to vote for a nominee chosen by Canopy.

Transfer Restrictions. Canopy may not sell any Common Stock, or other securities of the Corporation that it may hold, to certain competitors without the prior written consent of the Purchasers. In addition, if Canopy proposes to sell any Common Stock or other securities of the Corporation to a third party, the Purchasers will be entitled to purchase such Common Stock or securities on the same terms as Canopy proposes to sell such Common Stock or securities to the third party. Alternatively, each Purchaser may choose to sell a proportional amount of the Series A Shares and Common Stock it holds to the third party, with a corresponding reduction in the Common Stock or securities that Canopy sells to the third party. If, pursuant to such right, a Purchaser could sell 50% or more of the Series A Shares and Common Stock it holds to the third party, such Purchaser may then sell all of the Series A Shares and Common Stock it holds to the third party. These transfer restrictions do not apply, however, to either (a) transfers by Canopy of Common Stock or securities to a third party that is acquiring all or substantially all of Canopy's assets or (b) transfers by Canopy pursuant to Rule 144 under the Securities Act of 1933 or an effective registration statement.

Except as described herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 above, or between such persons and any other person, with respect to any securities of the Corporation.

Item 7. Materials to be Filed as Exhibits.

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1. Securities Purchase Agreement dated June 17, 2004 by and among the Corporation and the Purchasers (Incorporated by reference to Exhibit 10.1 to the Corporation's Current Report on Form 8-K filed June 21, 2004).

2. Certificate of Designations of Series A Convertible Preferred Stock (Incorporated by reference to Exhibit 3(i).1 to the Corporation's Current Report on Form 8-K filed June 21, 2004).

3. Form of Warrant issued by the Corporation to the Purchasers pursuant to the Securities Purchase Agreement (Incorporated by reference to Exhibit 99.5 to the Corporation's Current Report on Form 8-K filed June 21, 2004).

4. Investor Rights Agreement dated June 17, 2004 by and among the Corporation and the Purchasers (Incorporated by reference to Exhibit 10.2 to the Corporation's Current Report on Form 8-K filed June 21, 2004).

5. Voting Agreement dated June 17, 2004 by and among The Canopy Group, Inc., the Purchasers and, for limited purposes, the Corporation.

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After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

JUNE 28, 2004

Digital Media & Communications III Limited Partnership  
Digital Media & Communications III-A Limited Partnership  
Digital Media & Communications III-B Limited Partnership  
Digital Media & Communications III-C Limited Partnership  
Digital Media & Communications III-D C.V.  
Digital Media & Communications III-E C.V.

By: Advent International Limited Partnership,  
General Partner

By: Advent International Corporation,  
General Partner

By: Janet L. Hennessy, Vice President\*

Advent International Limited Partnership  
Advent Partners II Limited Partnership  
Advent Partners DMC-III Limited Partnership

By: Advent International Corporation,  
General Partner

By: Janet L. Hennessy, Vice President\*

Advent International Corporation  
By: Janet L. Hennessy, Vice President\*

\*For all of the above:

/s/ Janet L. Hennessy

\_\_\_\_\_  
Janet L. Hennessy, Vice President

SCHEDULE A

The name and present principal occupation of each executive officer and director of Advent International Corporation is set forth below. The business address of each executive officer and director of Advent International Corporation is c/o Advent International Corporation, 75 State Street, Boston, Massachusetts 02109. All of the persons listed below are United States citizens.

<TABLE>  
<CAPTION>

Name	Position with Advent International Corporation	Principal Occupation (if different)
----	-----	-----
<S>	<C>	<C>
Peter A. Brooke	Chairman	

Thomas H. Lauer	Senior Vice President Chief Financial Officer Assistant Secretary Executive Officers' Committee Member	
Ernest G. Bachrach	Executive Officers' Committee Member	
David M. Mussafer	Executive Officers' Committee Member	
William C. Schmidt	Executive Officers' Committee Member	
John B. Singer	Executive Officers' Committee Member	
Steven M. Tadler	Executive Officers' Committee Member	
Janet L. Hennessy	Vice President Assistant Secretary	
Douglas R. Brown	Director	Chief Executive Officer of Ionics Corporation
Mark Hoffman	Director	Chief Executive Officer of Hamilton Lunn Limited
Frank Savage	Director	Senior Vice President of Equitable Life Assurance Society Vice Chairman of Equitable Capital Management Corp.
David W. Watson	Secretary	Attorney

</TABLE>

## VOTING AGREEMENT

THIS VOTING AGREEMENT (this "AGREEMENT"), dated as of June 17, 2004, by and among The Canopy Group, Inc. ("CANOPY") and the entities listed on the signature pages hereto (the "INVESTORS"), and, for purposes of Section 5 only, MTI Technology Corporation, a Delaware corporation (the "COMPANY").

## BACKGROUND

A. As of the date hereof, Canopy is the Beneficial Owner of 14,463,285 shares of the common stock, par value \$0.001 per share, of the Company (the "COMMON STOCK").

B. Under Sections 7.01(n) of that certain Securities Purchase Agreement, dated as of the date hereof, by and among the Company and the Investors (the "PURCHASE AGREEMENT"), the delivery of this Agreement is a condition to the Investors' obligation to purchase from the Company (i) shares of the Company's Series A Convertible Preferred Stock, par value \$0.001 per share (the "SERIES A PREFERRED STOCK") and (ii) warrants to purchase shares of Common Stock (the "WARRANTS").

C. This Agreement is being entered into in order to induce the Investors to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents (as defined in the Purchase Agreement).

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other, good and valuable consideration, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the indicated meanings:

"ADVENT" means Advent International Corporation, a Delaware corporation.

"AFFILIATE" of a Person means any Person which, directly or indirectly, controls, is controlled by, or is under common control with such Person. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise and, in any event and without limiting the generality of the foregoing, any Person owning

more than twenty percent (20%) of the voting securities of another Person shall be deemed to control that Person.

"BENEFICIALLY OWN" has the meaning set forth in Rule 13d-3 under the Exchange Act, and "BENEFICIAL OWNERSHIP" shall have a correlative meaning.

"BOARD" means the Board of Directors of the Company.

"BUSINESS DAY" means any day except a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized by law to close.

"CHANGE OF CONTROL TRANSACTION" means (i) any merger, consolidation or liquidation of the Company, (ii) any sale by the Company or the Company's stockholders of Securities representing twenty percent (20%) or more of the outstanding Voting Securities; (iii) any issuance by the Company of Securities which constitutes, after such issuance, twenty percent (20%) or more of the outstanding Voting Securities or which requires an amendment to the Company's Certificate of Incorporation to increase the authorized capital of the Company; (iv) any sale of assets representing twenty percent (20%) or more of either the total fair market value of the assets or the book value of the Company, or (v) any acquisition of equity interests in or assets of another Person with a purchase price representing twenty percent (20%) or more of the market capitalization of the Company (calculated by multiplying (x) the average closing price per share of Common Stock on the Nasdaq SmallCap Market for the twenty (20) trading days prior to (and not including) the date of the meeting of the Company's stockholders at which such Change of Control Transaction is to be voted upon, by (y) the number of shares of Common Stock outstanding on such date).

"COMMISSION" means the Securities and Exchange Commission.

"DGCL" means the Delaware General Corporation Law, as amended.

"EMC" means EMC Corp., a Massachusetts corporation.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"PERSON" means an individual or a corporation, partnership, limited liability company, association, trust, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"RULE 144" means Rule 144 promulgated under the Securities Act, and any successor rule or regulation thereto, and in the case of any referenced section of such rule, any successor section thereto, collectively and as from time to time amended and in effect.

"SECURITIES" means (a) all shares of the common stock and preferred stock of the Company, (b) all options, warrants or rights to acquire shares of

common stock or preferred stock, (c) all securities which are convertible into or exchangeable or exercisable for, common stock or preferred stock and (d) all other securities of the Company which may be issued in exchange for or in respect of shares of common stock or preferred stock (whether by way of stock split, stock dividend, combination, reclassification, reorganization or any other means).

"SECURITIES ACT" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

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"SERIES A CERTIFICATE" means the Certificate of Designation of Series A Convertible Preferred Stock forming a part of the Certificate of Incorporation of the Company, as amended from time to time in accordance with the terms thereof.

"SERIES A DIRECTOR" means the representative of the Investors elected to the Board pursuant to Section 3(b) of the Series A Certificate.

"TRANSFER" means any transfer of Securities, whether by sale, assignment, gift, will, devise, bequest, operation of the laws of descent and distribution, or in trust, pledge, hypothecation, mortgage, encumbrance or other disposition. The verb to "TRANSFER" shall mean to sell, assign, give, dispose, transfer (including by gift, will, devise, bequest, or operation of laws of descent and distribution, or in trust), pledge, hypothecate, mortgage, or encumber.

"VOTING SECURITIES" means any Securities which are entitled under the DGCL or the Company's Certificate of Incorporation to be voted at a meeting of stockholders of the Company.

## 2. Agreements to Vote.

2.1. Elections of Directors. At any meeting of the stockholders of the Company at which members of the Board are to be elected and the Investors do not then have either a Series A Director on the Board or the power at such election to elect a Series A Director to the Board:

(a) Canopy shall vote, or cause to be voted, all Voting Securities that it Beneficially Owns in favor of the election to the Board of one (1) individual nominated by the Investors and indicated by Advent to Canopy in writing at least ten (10) days prior to such meeting of the stockholders; and

(b) each Investor shall vote, or cause to be voted, all Voting Securities that it Beneficially Owns in favor of the election to the Board of one (1) individual nominated by Canopy and indicated to Advent in writing at least ten (10) days prior to such meeting of the stockholders.

## 2.2. Change of Control Transactions.

### (a) Irrevocable Proxy.

(i) Contemporaneously with the execution of this Agreement, Canopy shall deliver, or cause to be delivered, to the Investors an irrevocable proxy coupled with an interest in the form attached hereto as Exhibit A (the "IRREVOCABLE PROXY"), designating Advent as the named proxy with the right to vote all Voting Securities Beneficially Owned by Canopy (the "PROXY SECURITIES") on behalf of Canopy in connection with any vote of the stockholders of the Company on any matter relating to a Change of Control Transaction (a "COC ISSUE"). The Irrevocable Proxy shall be irrevocable to the fullest extent permitted by law and shall be effective from and after the date hereof, except as set forth below.

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(ii) Notwithstanding the foregoing, in the event Canopy and a Contested Investor (as defined below) disagree as to how to vote any Contested Proxy Securities (as defined below) on any COC Issue after the procedures of Section 2.2(b) below and either (A) such Contested Investor exercises the Put Right pursuant to Section 2.2(c) below and Canopy tenders the Put Price with respect to all of the Put Shares or (B) such Contested Investor does not exercise the Put Right, the Irrevocable Proxy shall be without any force or effect with respect to, and Advent shall not be entitled to vote, the Contested Proxy Securities with respect to such COC Issue. In such event, Canopy shall vote the Contested Proxy Securities on such COC Issue in accordance with the Canopy Vote Notice (as defined below) and, if the Irrevocable Proxy is not terminated pursuant to Section 2.2(a)(iii) below due to Canopy's purchase of the Put Shares, the Irrevocable Proxy shall be reinstated immediately after the Vote Date with respect to such Contested Proxy Securities and shall thereafter continue in full force and effect with respect to any future COC Issue, except to the extent provided in this Section 2.2.

(iii) The Irrevocable Proxy shall terminate on the date upon which the Investors cease to Beneficially Own in the aggregate more than fifty percent (50%) of the shares of Series A Preferred Stock they Beneficially Own as of the date hereof (subject to appropriate adjustment in the event of any stock dividend, stock split, reverse stock split, combination, split-up, recapitalization and like occurrences on or after the date hereof affecting the Series A Preferred Stock).

### (b) Agreement to Vote.

(i) Within ten (10) days after receipt of notice from the Company setting the date (the "VOTE DATE") of the meeting of the Company's stockholders at which the COC Issue is to be voted upon (but not earlier than ten (10) days after receipt of materials disclosing the material terms of the Change of Control Transaction), Advent shall provide written notice to Canopy (the "INVESTOR VOTE NOTICE") indicating how the Investors intend the

Proxy Securities to be voted by Advent on such COC Issue. If the Investors do not agree on how to vote the Proxy Securities, the Investor Vote Notice shall set forth the various positions of each of the Investors with respect to the COC Issue and specify how the Proxy Securities are intended to be voted in light of such disagreement. In all events, the Investor Vote Notice shall also set forth the number of shares of Series A Preferred Stock held by each Investor.

(ii) If the Investor Vote Notice indicates that the Investors are in agreement as to how the Proxy Securities shall be voted, and Canopy desires that the Proxy Securities be voted differently on the COC Issue from the manner set forth in the Investor Vote Notice, then Canopy shall provide written notice to each of the Investors of such desire within five (5) days after receipt of the Investor Vote Notice.

(iii) If the Investor Vote Notice indicates that the Investors are not in agreement as to how the Proxy Securities shall be Voted, and Canopy desires that the Proxy Securities be voted differently on the COC Issue from the manner set forth in the Investor Vote Notice for any one of the Investors, then Canopy shall provide written notice to each of the Investors of such desire within five (5) days after receipt of the Investor Vote Notice. The proportionate amount of the Proxy Securities that are the subject of disagreement between

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any Investor and Canopy under this clause (iii) or clause (ii) above (which shall be in the same proportion as the Contested Investor's shares of Series A Preferred Stock are to all shares of Series A Preferred Stock then outstanding) are herein referred to as the "CONTESTED PROXY SECURITIES," and any Investor with which Canopy so disagrees is herein referred to as a "CONTESTED INVESTOR."

(iv) Within five (5) days after the Investors' receipt of a notice from Canopy provided pursuant to clause (ii) or (iii) of this Section 2.2(b) (in either case, a "CANOPY VOTE NOTICE"), the Investors and Canopy shall meet at the Company's corporate headquarters to discuss their differences as to the intended vote, and, if five (5) days after commencement of such discussions:

(A) Canopy and all of the Investors agree that the Proxy Securities shall be voted on the COC Issue as set forth by any Investor in the Investor Vote Notice or as set forth in the Canopy Vote Notice, then the Investor Vote Notice shall be deemed to have been changed (if all Investors agree with Canopy Vote Notice) or the Canopy Vote Notice shall be deemed to have been withdrawn and, if applicable, the Investor Vote Notice shall be deemed to have been changed to reflect the agreement of all Investors (if Canopy and all Investors agree with the position of one or more Investors set forth in the Investor Vote Notice). In that case, Advent shall provide written notice of such agreement to all Investors and Canopy, and the Contested Proxy Securities shall be voted by Advent on the COC Issue in accordance with such agreement; or

(B) Canopy and any Contested Investor(s) do not agree as to how the Contested Proxy Securities shall be voted on the COC Issue, then Advent shall be entitled to vote the Contested Proxy Securities in accordance with the Investor Vote Notice unless Canopy tenders payment with respect to the shares of Series A Preferred Stock designated by each Contested Investor pursuant to the exercise of the Put Right in accordance with Section 2.2(c) below.

(v) In the event Canopy does not provide a Canopy Vote Notice, Canopy shall be deemed for purposes of this Section 2.2(b) to have agreed that Advent may vote the Proxy Securities on the COC Issue in the manner (or manners, as the case may be) set forth in the Investor Vote Notice.

(vi) To the extent that the number of days provided between notice of a stockholder vote and the Vote Date is less than or more than forty (40), the time periods provided in this Section 2.2 shall be proportionately contracted or expanded, as the case may be. In all events, the time periods set forth in this Section 2.2 shall be contracted (proportionately) to the extent necessary to allow the procedures outlined in this Section 2.2 to be completed at least seven (7) Business Days prior to the Vote Date.

(c) Put Right.

(i) If Canopy and any Contested Investor(s) shall fail to reach agreement as provided in Section 2.2(b)(iv)(B) above such that the Contested Proxy Securities are to be voted against the position designated by such Contested Investor(s), such

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Contested Investor(s), severally and not jointly, shall then have the right (the "PUT RIGHT") to require Canopy to purchase for cash all or any portion of the Series A Preferred Stock owned by such Contested Investor (the "PUT SHARES") at a purchase price equal to two (2) times the sum of (i) the aggregate Stated Value (as defined in the Series A Certificate) of the shares of Series A Preferred Stock that such Contested Investor requires Canopy to purchase hereunder, plus (ii) any accrued but unpaid dividends on such Series A Preferred Stock (the "PUT PRICE").

(ii) A Contested Investor shall exercise its Put Right, if at all, by providing written notice thereof (a "PUT NOTICE") to Canopy on or prior to five (5) Business Days prior to the Vote Date. In the Put Notice, the Contested Investor shall indicate the number of Put Shares and the date proposed by the Contested Investor for the closing of Canopy's purchase of such Put Shares (which shall not be more than four (4) Business Days after the date the Investor provides such Put Notice). The Investor providing such Put Notice (other than an Investor managed by Advent) shall simultaneously furnish a copy thereof to Advent.

(iii) The closing of Canopy's purchase of all Put Shares (the "PUT CLOSING DATE") shall take place simultaneously at such time, date and location as shall be mutually agreeable to Canopy and the selling Contested Investor(s), which shall be as consistent as reasonably possible with the dates proposed for the closing in the Put Notices but in no event later than one (1) Business Day prior to the Vote Date. The Put Price shall be paid by Canopy to such selling Contested Investor at such closing by wire transfer of immediately available funds to an account designated in writing by such selling Contested Investor, and such selling Contested Investor shall deliver to Canopy the certificates evidencing the Put Shares, duly endorsed and in negotiable form with all the requisite documentary stamps affixed thereto. The Contested Investor shall deliver good title to its Put Shares on such closing date, free and clear of any liens or restrictions whatsoever, except for those restrictions provided for in this Agreement.

(d) Additional Payment Upon Subsequent Transaction.

(i) If all of the following events occur, Canopy shall pay to the relevant Contested Investor promptly (but in no event later than three (3) Business Days following the consummation of the Approved COC Transaction (as defined below)) the Additional COC Payment Amount (as defined below), if any, as calculated with respect to such Investor pursuant to Section 2.2(d)(ii) below:

(A) the Investor Vote Notice indicates that such Contested Investor desires that the relevant portion of the Proxy Securities be voted in favor of a proposed Change of Control Transaction;

(B) Canopy indicates to such Contested Investor in a Canopy Vote Notice that it desires that such Proxy Securities not be voted in favor of the proposed Change of Control Transaction;

(C) such Contested Investor exercises its Put Right and Canopy purchases the Put Shares pursuant to Section 2.2(c), following the inability of such Contested Investor and Canopy to agree as to how the Proxy Securities shall be voted on the proposed Change of Control Transaction; and

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(D) within two (2) years after the Put Closing Date, the Company's stockholders approve a Change of Control Transaction with the same party (or its Affiliate) as in the proposed Change of Control Transaction (the "APPROVED COC TRANSACTION").

(ii) The "ADDITIONAL COC PAYMENT AMOUNT" shall be an amount (which amount may not be less than zero) equal to (A) the amount such Contested Investor would have received for its Put Shares had the proposed Change of Control Transaction been consummated, minus (B) the Put Price such Contested Investor actually received from Canopy for its Put Shares.

2.3. Written Consents. The provisions of this Section 2 shall be equally applicable to any action taken or proposed to be taken by the Company's stockholders with respect to a COC Issue without a meeting, including without limitation any such action taken or proposed to be taken by written consent pursuant to Section 228 of the DGCL.

3. Restrictions on Transfers of Securities.

3.1. General Restrictions.

(a) Except as provided in Section 3.4 hereof, Canopy shall not Transfer, or permit the Transfer of, any Securities that it Beneficially Owns (whether Beneficially Owned as of the date hereof or acquired hereafter) unless all of the following conditions are met:

(i) in the case of a Transfer to any of the Persons listed on Schedule 3.1(a) hereto or any Affiliate of such Persons, Canopy has obtained the prior written consent of Advent;

(ii) such Transfer is effected only after compliance with the terms and conditions of this Section 3; and

(iii) the transferee agrees in writing to be bound by the terms and provisions of this Agreement and a copy of such writing is provided to Advent.

(b) Canopy agrees that the legend set forth on Schedule 3.1(b) hereto (the "RESTRICTIVE LEGEND") shall be affixed to all stock certificates representing Securities that it Beneficially Owns, and Canopy has submitted such stock certificates to the Company on the date hereof for such purposes. The Company hereby agrees to return such stock certificates to Canopy promptly after the Restrictive Legend has been affixed thereto.

(c) Any Transfer or purported Transfer made in violation of this Section 3 shall be null and void and of no effect. The parties agree that the restrictions on Canopy's ability to Transfer Securities that are Beneficially Owned by it, as set forth in this Agreement, are not manifestly unreasonable.

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3.2. Right of First Refusal.

(a) Except as provided in Section 3.4, Canopy shall not Transfer any Securities unless Canopy shall have first provided the Investors with written notice of the proposed transfer of such Securities (the "SUBJECT SECURITIES"), and shall have offered to sell to the Investors all of such Subject Securities (an "OFFER NOTICE"). The Offer Notice shall include a statement of intention to Transfer the Subject Securities to a third party, the

plan of disposition, and if the Transfer is pursuant to a bona fide offer ("BONA FIDE Offer") of a third party (the "BONA FIDE TRANSFEREE") the name and address of the Bona Fide Transferee and all of the terms of the Bona Fide Offer.

(b) The Investors shall have the right to purchase, severally or jointly, all or any portion of the Subject Securities, and shall exercise such right by Advent providing written notice thereof (an "ELECTION NOTICE") to Canopy within ten (10) days after the Investors' receipt of the Offer Notice. In the Election Notice, Advent shall indicate the number of Subject Securities to be purchased, the Investors that will be purchasing such Subject Securities, and the date for the closing of such purchase (which shall not be more than twenty (20) days after the date Advent provides such Election Notice).

(c) If the offer of Subject Securities is pursuant to a Bona Fide Offer and is for cash or cash plus deferred payments of cash, the Investors shall pay a purchase price per share for the Subject Securities equal to the price per share offered to be paid by the Bona Fide Transferee described in the Offer Notice, which price shall be paid in cash or, if so provided in the offer of the Bona Fide Transferee, cash plus deferred payments of cash in the same proportions and on the same terms of deferred payment as set forth in the Bona Fide Offer.

(d) If the offer of Subject Securities is pursuant to a Bona Fide offer and is for consideration other than cash or cash plus deferred payments of cash, the Investor shall pay the cash equivalent of such other consideration. If Canopy and the Investors cannot agree on the amount of such cash equivalent within ten (10) days after Advent provides the Election Notice to Canopy, either Canopy or Advent may, by three (3) days' written notice to the other, initiate appraisal proceedings for determination of the cash equivalent. The Investors may choose to revoke their election to purchase Subject Securities based on the determination of the appraised value of the cash equivalent pursuant to Section 3.2(e) below, and shall exercise such option by providing written notice to Canopy of such revocation within ten (10) days after such determination.

(e) If any party shall initiate an appraisal procedure to determine the amount of the cash equivalent of any consideration for Subject Securities, then Canopy and Advent shall each promptly (but no later than five (5) days thereafter) appoint as an appraiser an individual who shall be a member of an independent investment banking firm. Each appraiser shall, within twenty (20) days of appointment, separately investigate the value of the consideration for the Subject Securities as of the proposed transfer date and shall submit a notice of an appraisal of that value to each party. Each appraiser shall be instructed to determine such value without regard to income tax consequences to Canopy as a result of receiving cash rather than other consideration. If the appraised values of such consideration (the "EARLIER APPRAISALS") vary by less than ten percent (10%), the average of the two appraisals on a per

share basis shall be controlling as the amount of the cash equivalent. If the appraised values vary by more than ten percent (10%), the appraisers, within ten (10) days of the submission of the last appraisal, shall appoint a third appraiser who shall be a member of a nationally recognized investment banking firm. The third appraiser shall, within twenty (20) days of his appointment, determine which one of the Earlier Appraisals more accurately represents the value of the consideration for the Subject Securities and such appraisal will control. If any party fails to appoint an appraiser within five (5) days after the initiation of an appraisal procedure or if one of the two initial appraisers fails after appointment to submit his appraisal within the required period, the appraisal submitted by the remaining appraiser shall be controlling. Canopy and the Investors shall each bear the cost of its respective appointed appraiser, and the cost of the third appraisal shall be shared equally by Canopy and the Investors.

(f) If the proposed Transfer of Subject Securities is not pursuant to a Bona Fide Offer, the Investors shall pay cash in an amount equal to the average closing price per share of Common Stock on the Nasdaq SmallCap Market for the twenty (20) trading days prior to (and not including) the date of the Election Notice, multiplied by the number of Subject Securities to be purchased as set forth in the Election Notice.

(g) The closing of the purchase shall take place at such time, date and location as shall be mutually agreeable to Canopy and Advent (but not later than twenty (20) days after the last Election Notice is given or, if an appraisal procedure is initiated pursuant to Section 3.2(d), the final determination of the value of the cash equivalent). The purchase price, to the extent comprised of cash, shall be paid at the closing, and cash equivalents and documents evidencing any deferred payments of cash shall be delivered at the closing. In connection with such closing, neither Canopy nor the Investors shall be required, at any time prior to or at the closing, to make any representation to the other parties concerning whether such party is in possession of any material, non-public information regarding the Company. At the closing, Canopy shall deliver to the Investors the certificates evidencing the Subject Securities to be conveyed, duly endorsed and in negotiable form with all the requisite documentary stamps affixed thereto.

(h) To the extent that the Investors decline to purchase any Subject Securities, Canopy may Transfer such Subject Securities to the Bona Fide Transferee or other third party only in strict accordance with the terms stated in the Offer Notice. If Canopy shall fail to make such Transfer within sixty (60) days following (i) the expiration of the time period provided in Section 3.2(b) for Advent to deliver an Election Notice or (ii) the date Canopy receives notice of the Investors' revocation of their election to purchase such Subject Securities pursuant to Section 3.2(d), as the case may be, such Subject Securities shall again become subject to the restrictions of this Section 3.2.

### 3.3. Tag-Along Rights.

(a) In addition to their rights pursuant to Section

3.2 above, each Investor who does not exercise the right of first refusal set forth in Section 3.2 shall have the right to sell to the Bona Fide Transferee or other third party purchaser (the "PURCHASER") (except as provided in Section 3.4), at the same price and on the same terms and conditions as the sale by Canopy thereto (which shall not be other than as set forth in the Offer Notice in any

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material respect in the case of a sale to a Bona Fide Transferee) a number of shares of (x) Series A Preferred Stock convertible into a number of shares of Common Stock, (y) Common Stock or (z) a combination of the foregoing (the "TAG-ALONG SHARES"), equal to (i) the shares of Common Stock, or shares of Common Stock underlying the Securities, the Purchaser proposes to purchase, multiplied by (ii) a fraction, the numerator of which shall be the number of shares of Common Stock Beneficially Owned by such Investor and the denominator of which shall be the aggregate number of shares of Common Stock Beneficially Owned by Canopy and by each Investor electing to exercise its rights hereunder; provided, however, that if the amount of Tag-Along Shares calculated above shall represent fifty percent (50%) or more of the total Series A Preferred Stock and Common Stock held by such Investor, such Investor shall have the right to sell to the Purchaser all of the Series A Preferred Stock and Common Stock such Investor holds (in which event Canopy shall sell fewer Subject Securities).

(b) The Investors shall exercise the right to sell the Tag-Along Shares to the Purchaser by Advent indicating the Investors' election in the Election Notice. Such Election Notice shall also indicate the amount and type of Tag-Along Shares to be sold by the Investors and the Investors selling such Tag-Along Shares.

3.4. Exclusions. Notwithstanding the foregoing, the rights of the Investors pursuant to Sections 3.2 and 3.3 shall not apply to the following Transfers:

(a) Transfers by Canopy to a Person that is acquiring all or substantially all of the assets of Canopy (other than Persons that are principally engaged in the businesses in which the Company competes and other than Persons listed on Schedule 3.1(a) hereto or Affiliates of such Persons); and

(b) Transfers by Canopy made pursuant to Rule 144 or an effective registration statement.

3.5. Termination of Restrictions. Notwithstanding the foregoing, in the event of a Transfer by Canopy of any Securities it Beneficially Owns pursuant to either Section 3.4(a) or (b), the rights of the Investors under this Section 3 shall terminate with respect to such Securities immediately upon the consummation of such Transfer.

4. Representations and Warranties of Canopy. Canopy represents

and warrants to the Investors as follows:

4.1. Right to Vote Securities. Canopy has the right to vote all of the Voting Securities that it Beneficially Owns.

4.2. Power; Binding Agreement; Non-Contravention. Canopy has the full, right, power and authority to enter into this Agreement and to perform all of its obligations hereunder. Neither the execution, delivery nor performance of this Agreement by Canopy will violate the charter, by-laws or other organizational or constitutive documents of Canopy, or any other agreement, contract or arrangement to which Canopy is a party or is bound, including any voting agreement, stockholders agreement or voting trust. This Agreement has been duly executed and delivered by Canopy and constitutes a legal, valid and binding agreement of

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Canopy, enforceable in accordance with its terms, except as such enforceability may be limited by (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity. Neither the execution or delivery of this Agreement by Canopy will (i) require any material consent or approval of or filing with any governmental or other regulatory body, other than filings required under the federal or state securities laws, or (ii) constitute a violation of, conflict with or constitute a default under any material law, rule or regulation applicable to Canopy, or any material order, judgment or decree to which Canopy is bound.

## 5. Covenants.

5.1. Canopy Covenant. Except in accordance with the express provisions of this Agreement, Canopy shall not, directly or indirectly, grant any proxies, deposit any Securities into a voting trust or enter into any other voting agreement with respect to any Securities.

### 5.2. Company Covenants.

(i) The Company shall use its best efforts to set any particular Vote Date so as to accommodate as reasonably as practicable the procedures outlined in Section 2.2(b).

(ii) The Company shall only remove, or cause to be removed, the restrictive legend affixed on any stock certificate representing Securities that Canopy Beneficially Owns if it receives (i) a certificate signed by an executive officer of Canopy certifying that such Securities have been Transferred in accordance with Rule 144 and (ii) an opinion from Canopy's counsel (which may be in-house counsel) that such Transfer was effected in accordance with Rule 144.

(iii) With a view to making available to Canopy the benefits of Rule 144, the Company shall (A) use its best efforts to make and keep current public information about the Company available (as those terms are understood and defined in Rule 144) at all times, (B) use its best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, and (C) furnish to Canopy upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144, as well as such other reports and documents of the Company as Canopy may reasonably request in order to avail itself of Rule 144.

6. Termination. This Agreement shall terminate on earlier of (i) the date upon which Canopy ceases to Beneficially Own any Securities of the Company or (ii) the date upon which the Investors cease to Beneficially Own any Securities of the Company.

7. Survival. Except as expressly set forth herein, the representations, warranties, covenants and agreements made by Canopy in this Agreement shall survive the date

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hereof and shall remain in full force and effect until the termination of this Agreement in accordance with Section 6 above.

8. Release of Claims.

8.1. Canopy hereby confirms that (a) it has substantial experience in evaluating transactions involving venture capital investments and other types of investments in public and private companies and (b) it has had the opportunity (i) to discuss with its counsel and advisors, and has received answers for, any questions it may have had regarding the terms of this Agreement and (ii) to negotiate the terms of this Agreement with the Investors.

8.2. Canopy hereby acknowledges that the Company's business consists to a large extent of selling products developed and produced by EMC, which has resulted in a close business relationship between the Company and EMC.

8.3. Canopy hereby completely releases, relinquishes, waives and discharges each of the Investors, each of the Investors' respective present and former officers, directors, agents, employees, consultants, accountants, attorneys or other representatives (and their respective heirs, executors, trustees and administrators), and each of the Investors' respective successors and assigns (collectively, the "RELEASED PARTIES"), from all suits, charges, debts, dues, losses, bills, covenants, contracts, promises, agreements, variances, trespasses, expenses, claims, liabilities, demands and causes of action, known or unknown, fixed or contingent, whether in law or equity, direct or indirect, matured or not matured that Canopy ever had, now has, or hereinafter can or may have, against the Released Parties that may be based on the negotiation process leading up to, and the terms of, this Agreement, the

8.4. Canopy specifically acknowledges and agrees that (a) this Section 8 constitutes an essential, material term of this Agreement, and (b) this Agreement is a material inducement for the Investors to enter into the Purchase Agreement and the other Transaction Documents and to consummate the transactions contemplated thereby.

9. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party at its address or facsimile number set forth on the signature page hereof, or such other address or facsimile number as such party may hereinafter specify for the purpose of this Section 9 to the party giving such notice. Each such notice, request or other communication shall be effective (a) if given by facsimile transmission, when such facsimile is transmitted to the facsimile number specified on the signature pages of this agreement and the appropriate confirmation is received or, (b) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or, (c) if given by any other means, when delivered at the address specified on the signature pages of this Agreement.

10. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings among the parties with respect to such subject matter. This Agreement may not be modified, amended, altered or supplemented except

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by an agreement in writing executed by Canopy and Investors holding a majority of the Series A Preferred Stock (or Common Stock issued upon conversion thereof); provided, however, that the observance of any term of this Agreement may be waived with respect to all parties to this Agreement (either generally or in a particular instance and either retroactively or prospectively), by the written consent of Canopy and Investors holding at least seventy-five percent (75%) of the Series A Preferred Stock and any Common Stock that may be issued upon conversion thereof.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12. Governing Law; Consent to Jurisdiction; Consent to Process; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of conflict of laws principles. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim

that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each of the parties hereby waives all rights to a trial by jury.

13. Injunctive Relief. The parties agree that in the event of a breach of any provision of this Agreement, the aggrieved party may be without an adequate remedy at law. The parties therefore agree that in the event of a breach of any provision of this Agreement, the aggrieved party shall be entitled to specific performance or to enjoin the continuing breach of such provision, in each case without the requirement that a bond be posted, as well as to obtain damages for breach of this Agreement. By seeking such relief, the aggrieved party will not be precluded from seeking any other relief to which it may be entitled.

14. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

15. Further Assurances. Each party hereto shall execute and deliver such additional documents as may be necessary to effectuate the voting agreements contemplated by this Agreement.

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16. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, shall be construed to give any Person, other than the parties hereto, any legal or equitable right, remedy or claim under or by reason of this Agreement or any provision contained herein.

17. Representative of the Investors. To the extent certain provisions hereof expressly authorize Advent to deliver notices on behalf of an Investor, each Investor hereby appoints and authorizes Advent to act on its behalf with respect to such notices; provided, however, that prior to any such notice Advent shall obtain the express written direction of the applicable Investor.

18. Legal Expenses. In the event any legal proceeding is commenced by any party to this Agreement to enforce, or recover damages for any breach of,

the provisions hereof, the prevailing party in such legal proceeding shall be entitled to recover in such legal proceeding from the losing party such prevailing party's costs and expenses incurred in connection with such legal proceedings, including reasonable attorneys fees and disbursements.

19. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. -

20. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts (including by facsimile signature), each of which shall be deemed to be an original and all of which together shall constitute one and the same documents.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed by their respective authorized signatories as of the date first above written.

THE CANOPY GROUP, INC.

By: /s/ Ralph J. Yarro

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Name: Ralph J. Yarro

Title: President and Chief Executive Officer

Address for notices:

333 South 520 West, Suite 300  
Lindon, Utah 84042  
Attention: Ralph J. Yarro  
Facsimile: 801.932.2031

with a copy to:

333 South 520 West, Suite 300  
Lindon, Utah 84042  
Attention: Brent Christensen  
Facsimile: 801.932.2031

[Investor and Company signature pages follow]

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INVESTORS:

DIGITAL MEDIA & COMMUNICATIONS III LIMITED

PARTNERSHIP  
DIGITAL MEDIA & COMMUNICATIONS III-A LIMITED  
PARTNERSHIP  
DIGITAL MEDIA & COMMUNICATIONS III-B LIMITED  
PARTNERSHIP  
DIGITAL MEDIA & COMMUNICATIONS III-C LIMITED  
PARTNERSHIP  
DIGITAL MEDIA & COMMUNICATIONS III-D C.V.  
DIGITAL MEDIA & COMMUNICATIONS III-E C.V.

By: Advent International Limited  
Partnership, General Partner

By: Advent International Corporation,  
General Partner

By: /s/ Michael Pehl  
-----

Name: Michael Pehl  
Title: Partner

Address for notices:

c/o Advent International Corporation  
75 State Street  
Boston, Massachusetts 02109  
Attention: Mike Pehl  
Operating Partner  
Facsimile: 617.951.0566

With a copy to:

Pepper Hamilton LLP  
3000 Two Logan Square  
18th and Arch Streets  
Philadelphia, Pennsylvania 19103  
Attention: Julia D. Corelli, Esquire  
Facsimile: 215.981.4750

Investor Signature Page to Voting Agreement

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ADVENT PARTNERS DMC III LIMITED PARTNERSHIP  
ADVENT PARTNERS II LIMITED PARTNERSHIP

By: Advent International Corporation,  
General Partner

By: /s/ Michael Pehl

-----  
Name: Michael Pehl  
Title: Partner

Address for notices:

c/o Advent International Corporation  
75 State Street  
Boston, Massachusetts 02109  
Attention: Mike Pehl  
Operating Partner  
Facsimile: 617.951.0566

With a copy to:

Pepper Hamilton LLP  
3000 Two Logan Square  
18th and Arch Streets  
Philadelphia, Pennsylvania 19103  
Attention: Julia D. Corelli, Esquire  
Facsimile: 215.981.4750

Investor Signature Page to Voting Agreement

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EMC CORPORATION

By: /s/ Michael J. Cody  
-----

Name: Michael J. Cody  
Title: Vice President,  
Corporate Development

Address for notices:

176 South Street  
Hopkinton, Massachusetts 01748  
Attention: C. Matthew Olton  
Senior Corporate Counsel  
Facsimile: 508.497.6915

With a copy to:

Pepper Hamilton LLP  
3000 Two Logan Square  
18th and Arch Streets  
Philadelphia, Pennsylvania 19103  
Attention: Julia D. Corelli, Esquire  
Facsimile: 215.981.4750

Investor Signature Page to Voting Agreement

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MTI TECHNOLOGY CORPORATION

By: /s/ Thomas P. Raimondi, Jr.  
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Name: Thomas P. Raimondi, Jr.

Title: Chief Executive Officer and  
President

Address for notices:

MTI Technology Corporation  
14661 Franklin Avenue  
Tustin, California 92780  
Attention:  
Facsimile:

with a copy to:

Stradling Yocca Carlson & Rauth  
660 Newport Center Drive  
Suite 1600  
Newport Beach, California 92660  
Attention: Nick E. Yocca, Esq.  
Facsimile: 949.725.4100

Company Signature Page to Voting Agreement

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