

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on _____, 2024 in regards to the data center located at 11631 Roark Road, Houston, TX 77031.

WHEREAS, each of the Parties is in possession of certain proprietary and confidential data and information relating to its respective business, customers, assets and business opportunities; and

WHEREAS, from time to time, each of the Parties desires to exchange, and desires to receive, such data and information for the purpose of evaluating potential transactions between the two (each a "Potential Transaction"); and

WHEREAS, each of the Parties recognizes and acknowledges the competitive value and confidential nature of the Confidential Information (defined below) and the damage that could result to the other Party if any part of the Confidential Information received by it were used improperly or disclosed to any third party.

NOW THEREFORE, in consideration of the mutual disclosure of the Confidential Information and the covenants made herein, the Parties agree to disclose the Confidential Information to each other subject to the following terms and conditions:

1. **Potential Transaction Defined.** In connection with each Potential Transaction, the Parties have requested, or may be receiving, from each other information of a non-public nature for use by each of the Parties and by certain of their respective officers, directors, agents, employees, affiliates, lenders and representatives, including financial and legal advisors, as, in such Party's judgment, need to know such Confidential Information to evaluate the Potential Transaction (such persons to whom a Party provides Confidential Information, collectively, the "Representatives").

2. **Confidential Information Defined.** The Parties acknowledge that, in the course of their consideration of a Potential Transaction, and in the course of any concurrent or subsequent discussion between the Parties or their Representatives relating to a Potential Transaction, each of the Parties shall receive certain Confidential Information. As used herein, the term "Confidential Information" shall include, but not be limited to, non-public information from, or about, either of the Parties or their respective affiliates; their respective tenants or customers; their or their respective tenants' or customers' businesses, financial condition, operations, or prospects, as well as technical, financial and business plans and models, names of customers or partners, proposed business deals, reports, market projections, software programs, data or any other confidential or proprietary information relating to such Parties or their affiliates or their tenants or customers or the Potential Transaction. Confidential Information as used herein also includes information supplied by either Party to the other prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner, and be subject to the same treatment, as the Confidential Information made available after the execution of this Agreement. Confidential Information as used herein shall also include the existence of discussions and the fact that any discussions have taken, or are taking, place.

3. **Exclusions from Definition.** Confidential Information as used herein does not include any information which (i) is already known to the receiving Party or its Representatives at the time that it is disclosed to the receiving Party; provided that such prior knowledge can be reasonably substantiated; or (ii) is or has become generally known to the public through no wrongful act of the receiving Party in violation of the terms of this Agreement; or (iii) is obtained by the receiving Party or its Representatives from a third party who has the right, to the receiving Party's knowledge, to disclose the information; or (iv) is or has been approved for release by a written authorization by the disclosing Party, or (v) is independently developed by the receiving Party or its Representatives without use, directly or indirectly, of the Confidential Information received from the disclosing Party, provided that such independent development can be reasonably substantiated.

4. **Usage and Non-Disclosure.** Each of the Parties agree that it shall and shall cause its Representatives to refrain from using the Confidential Information except for the purpose of evaluating or implementing a Potential Transaction. Each receiving Party shall maintain the confidentiality of the Confidential Information and shall not disclose, without the prior written consent of the other Party or except as otherwise permitted herein, such Confidential Information, in whole or in part, to any person other than its Representatives. Representatives shall be informed by the receiving Party of the confidential nature of the Confidential Information. Each receiving Party agrees to be responsible for any breach of this Agreement by its Representatives to whom Confidential Information is given, provided that a receiving Party shall not be liable for any breach of its Representatives who have executed a separate confidentiality agreement with the disclosing Party.

5. **Compliance with Legal Process.** In the event the receiving Party or any of its Representatives is legally requested or required, in the opinion of its counsel, to disclose Confidential Information to comply with any law, order, decree or governmental request or regulatory or self-regulatory process (collectively, "Law"), then such Party shall (and such Party shall use commercially reasonable efforts to cause such Representatives to), to the extent permissible under Law and reasonably practicable, promptly notify the other

Party of such request or requirement prior to disclosure so that the other Party may seek (at its sole cost and expense) an appropriate protective order and/or waive compliance with the terms of this Agreement. If no such protective order or other remedy is obtained, or the other Party waives compliance with the terms of this Agreement, the receiving Party or such Representatives may disclose (without any liability hereunder) only that portion of the Confidential Information that, in the opinion of their counsel, is then required by Law to be disclosed and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

6. **Ownership; Return of Information.** No license to either of the Parties, under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Confidential Information to either of the Parties. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of the disclosing Party. As promptly as reasonably practicable following the receipt of a written request from either of the Parties disclosing Confidential Information hereunder, the receiving Party shall destroy or deliver to the disclosing Party all tangible materials containing or embodying the Confidential Information. Notwithstanding anything to the contrary contained herein, the receiving Party and its Representatives shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, (a) to comply with (i) Law, regulation or legal process, (ii) professional requirements or (iii) internal document retention or compliance policies; or (b) created by automatic computer backup.

7. **Remedies for Breach.** Each of the Parties understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the disclosing Party shall be entitled to seek injunctive or other equitable relief or forestall such breach or threatened breach and each of the Parties further agrees to waive and to use its commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

8. **Right to Disclose; No Further Obligation.** Each disclosing Party warrants that it has the right to disclose to the receiving Party all Confidential Information which it has disclosed or will disclose to the other Party pursuant to this Agreement. Except to the extent arising out of or relating to a definitive agreement, when, as and if executed, and subject to such limitations and qualifications as may be set forth therein, the Parties make no representations or warranties, express or implied, with respect to the Confidential Information disclosed hereunder. No Party shall be liable for indirect, incidental or consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement. Further, the Parties agree that this Agreement does not obligate either of the Parties to enter into further agreements or to proceed with any possible relationships, joint venture or transaction.

9. **Term; Termination.** Either of the Parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other Party specifically referencing this Agreement. In any event, however, the obligations of each of the Parties to maintain the confidentiality of the Confidential Information it has received hereunder shall continue until the earlier of (i) one (1) year from the date of this Agreement, and (ii) the closing and consummation of the Potential Transaction to which the Confidential Information relates.

10. **No Waiver; Amendment; Exclusive Agreement.** No failure or delay by either of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement shall not be modified, supplemented or amended except by a writing signed by both Parties hereto. This Agreement represents the exclusive agreement between the Parties in connection with the subject matter hereof.

11. **Applicability to Affiliates.** Any Confidential Information disclosed by an affiliated company of either of the Parties which would otherwise constitute Confidential Information hereunder if disclosed by either of the Parties, shall be deemed to constitute Confidential Information under this Agreement, and the rights of such Party under this Agreement may be enforced by any such affiliate as if such affiliate were also a party to this Agreement.

12. **Governing Law; Counterparts.** This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Texas without regard to the conflict of law provisions thereof. This Agreement may be signed by the Parties in counterpart and the Parties have agreed to accept facsimile transmissions and PDF's as original documents.

IN WITNESS WHEREOF, the Parties have executed and delivered this Non-Disclosure Agreement effective as of the date first written above.

Recipient Name:

By: _____

Name: _____

Company: _____

Title: _____