

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (this "Agreement") is entered into effective as of _____ (the "Effective Date"), between CleanArc Data Centers Operating LLC, a Delaware limited liability company ("CleanArc"), and _____, a(n) _____ ("Counterparty"), with each of CleanArc and Counterparty sometimes referred to individually as a "Party" and collectively as the "Parties."

BACKGROUND

WHEREAS, the Parties wish to discuss a possible business relationship with each other (the "Transaction") and in connection with the same, each of the Parties has been and/or will be provided with certain confidential information of the other Party; and

WHEREAS, with respect to information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") on a confidential basis, the Parties wish to ensure due protection of such information and to obligate the Receiving Party to take or abstain from taking certain actions in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions.

(a) "Confidential Information" means all documents and other information (including, without limitation, information communicated orally or contained on any computer tapes, computer disks or any other form of electronic or magnetic media), whether or not marked "Confidential," concerning the Disclosing Party or any of its Affiliates and its and their respective properties, owners, employees, finances, businesses, operations, assets, prospects, potential projects, business opportunities and financial affairs (whether prepared by the Disclosing Party, its Representatives, or otherwise and irrespective of the form of communication) that is hereafter furnished or otherwise disclosed to the Receiving Party or the Receiving Party's Representatives by or on behalf of the Disclosing Party or any of its Representatives, and all notes, analyses, compilations, studies, interpretations, memoranda, reports or other documents (regardless of the form thereof) prepared by the Receiving Party or its Representatives to the extent containing, reflecting or based upon, in whole or in part, such documents and information. The Confidential Information that is provided to the Receiving Party shall at all times remain the property of the Disclosing Party to the extent of its interest therein. Confidential Information shall also include (i) any of the terms, conditions or other facts with respect to the Transaction and (ii) the status

of such discussions. “Confidential Information”, however, does not include information of the Disclosing Party that:

(i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the Receiving Party or its Representatives that violates the terms of this Agreement;

(ii) was within the Receiving Party’s (or any of its Affiliates’) possession prior to it being furnished to the Receiving Party or its Representatives by or on behalf of the Disclosing Party in connection with the Transaction, provided that, to the knowledge of the Receiving Party, such possession is not breaching any confidentiality obligation to the Disclosing Party;

(iii) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that, to the knowledge of the Receiving Party, such source is not breaching any confidentiality obligation to the Disclosing Party; or

(iv) is independently developed by the Receiving Party or others on its behalf without reference to or reliance upon any Confidential Information furnished by the Disclosing Party or its Representatives.

(b) “Representatives” means, with respect to a Party, its Affiliates, and its and their respective directors, officers, and employees (including, without limitation, attorneys, accountants and consultants) that have received Confidential Information in connection with the Transaction, as applicable.

(c) The term “person” means any entity, group or individual.

(d) The term “Affiliate” has the meaning set forth in Rule 12b-2 under the U.S. Securities Exchange Act of 1934, as amended.

2. Use and Disclosure of Confidential Information.

(a) Except as otherwise provided in this Agreement, the Receiving Party hereby agrees that it and its Representatives shall:

(i) use the Confidential Information solely for the purpose of evaluating, negotiating and consummating the Transaction;

(ii) keep the Confidential Information confidential; and

(iii) not disclose any Confidential Information except as expressly permitted by this Agreement.

The Receiving Party may disclose any Confidential Information to the Receiving Party's Representatives who need to know such information for the purpose of evaluating, negotiating and consummating the Transaction, provided that the Receiving Party informs its Representatives of the confidential nature of such Confidential Information and the terms of this Agreement, and directs such Representatives to act in accordance with this Agreement.

(b) The Receiving Party shall be liable to the Disclosing Party for any use or disclosure by any of the Receiving Party's Representatives of Confidential Information in violation of the terms of this Agreement.

(c) Nothing contained in this Agreement shall be deemed to prohibit or limit the ability of the Disclosing Party to restrict access to Confidential Information.

(d) Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to Receiving Party or any of its Representatives.

3. Legally Required Disclosure.

If the Receiving Party or any of its Representatives is requested or required (by depositions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, court order or other similar process, or by the rules or regulations of or request by any governmental or regulatory authority having jurisdiction over the Receiving Party or any such Representative) to disclose any of the Confidential Information, the Receiving Party shall, to the extent reasonably practicable and legally permissible, provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek, at the Disclosing Party's expense, a protective order or other remedy and/or waive compliance with the provisions of this Agreement, and the Receiving Party shall, to the extent legally permissible, consult with the Disclosing Party with respect to taking steps to resist or narrow the scope of any such request or requirement. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party shall provide such cooperation as the Disclosing Party shall reasonably request; provided, however, the Receiving Party shall not be required to expend funds in connection therewith. If the Receiving Party or any of its Representatives is required to disclose Confidential Information to any person, the Receiving Party or its Representatives may, without liability hereunder, disclose to such person only that portion of the Confidential Information that it has been advised by its legal counsel must be disclosed, provided that the Receiving Party and its Representatives shall exercise reasonable efforts to obtain assurances that such information will be accorded confidential treatment. Notwithstanding the foregoing, notice to the Disclosing Party shall not be required, and the obligations in this section shall not be applicable to disclosure by the Receiving Party or its Representatives, in connection with an audit or examination by, or a general document request from, a regulatory or self-regulatory authority or governmental body or auditor that does not specifically reference the Disclosing Party or this Agreement.

4. Return of Confidential Information.

At any time upon the written request of the Disclosing Party for any reason, the Receiving Party and its Representatives shall (at their option) promptly return to the Disclosing Party or destroy all originals and copies of the Confidential Information furnished to the Receiving Party or its Representatives by or on behalf of the Disclosing Party or its Representatives and shall not retain any copies, extracts or other reproductions (including, without limitation, Confidential Information stored in any computer or other electronic storage device, other than backup devices or systems) in whole or in part of such material, such return or destruction to be confirmed in writing to the Disclosing Party by an authorized person of the Receiving Party upon written request of the Disclosing Party. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives shall continue to be bound by their obligations hereunder during the term hereof.

Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of the Confidential Information (i) solely in accordance with their internal compliance procedures to the extent any such information is relevant to demonstrate compliance by the Receiving Party or its Representatives with any legal, regulatory, professional or fiduciary obligation, (ii) for purposes of preserving documents in connection with any litigation or legal or regulatory proceeding, and (iii) stored in any computer or other electronic storage backup device or system; provided, however, that any Confidential Information so retained will continue to be subject to the terms of this Agreement.

5. Term.

The term of this Agreement shall be for two (2) years from the Effective Date.

6. Relationship to Definitive Agreement; No Representations and Warranties.

(a) If, in the future, the Parties elect to enter into a binding commitment regarding the Transaction, such commitment shall be explicitly stated in a separate agreement executed by both Parties or their respective Affiliates ("Definitive Agreement"), and the Parties hereby affirm that they do not intend this Agreement, nor the disclosure of Confidential Information under this Agreement, nor the ongoing discussions and correspondence between the Parties, or their respective Representatives, nor any joint activities to be construed as forming a commitment, binding obligation, or contract regarding the Transaction or any other transaction between them (including, without limitation, any joint venture, partnership, agency relationship, or any similar relationship) without execution of such a Definitive Agreement. For purposes of this Agreement, a Definitive Agreement does not include a proposal, a negotiated term sheet, an executed letter of intent or any other preliminary written agreement or any verbal or written acceptance of any offer or bid (whether or not signed by either of the Parties), unless specifically stated in writing to be a Definitive Agreement or binding and executed by both Parties.

(b) Except as may be agreed in a Definitive Agreement, the Receiving Party understands and acknowledges that neither the Disclosing Party nor any of its Representatives

has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to the Receiving Party or any of its Representatives or any other person relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties that are expressly made in a Definitive Agreement, when, as and if one is executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

(c) Each Party hereby waives in advance any claims (other than claims relating to a breach of this Agreement), including without limitation claims for breach of contract, in connection with the Transaction between the Parties unless and until the Parties shall have entered into a Definitive Agreement. Each Party also agrees that unless and until a Definitive Agreement regarding the Transaction between the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement or any other written or oral communication with respect to the Transaction, except for the matters specifically agreed to herein.

(d) Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party regarding the Transaction and to terminate discussions and negotiations with the other Party at any time and for any reason or no reason.

7. Privileged Materials.

Certain of the Confidential Information provided to the Receiving Party and/or its Representatives (the "Privileged Materials") may be subject to one or more applicable privileges or other rights of confidentiality, including, without limitation, the attorney work product doctrine and/or the attorney-client privilege. By this Agreement, the Parties recognize and agree that they share a common legal interest with respect to the Transaction and the due diligence process. The Parties also agree that, by providing the Privileged Materials to the Receiving Party and its Representatives, neither the Disclosing Party nor any of its Affiliates intend to, and will not, waive any potentially applicable privileges or rights of confidentiality with respect to the Privileged Materials, including, without limitation, as respects any third parties.

8. Remedies.

Receiving Party shall promptly notify Disclosing Party of any use or disclosure of Disclosing Party's Confidential Information in violation of this Agreement of which Receiving Party becomes aware.

Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and that irreparable damage may result to the Disclosing Party in the event of a breach of this Agreement by the Receiving Party or its Representatives. The Receiving Party further understands and agrees that money damages may be an inadequate remedy for any actual or threatened breach of this Agreement by the Receiving Party or its

Representatives and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Receiving Party agrees, in the event of an actual or threatened breach by the Receiving Party or its Representatives, to the granting of equitable relief, including, without limitation, injunctive relief and specific performance, in the Disclosing Party's favor, and to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by the Receiving Party or its Representatives, but shall be in addition to all other remedies available at law or equity. The Receiving Party further acknowledges and agrees that no failure or delay by the Disclosing Party 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. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES IN RESPECT OF THIS AGREEMENT.

9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws principles thereof. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the applicable federal and state courts sitting in Dallas County located in the State of Texas for any action, suit, or proceeding arising out of or relating to this Agreement and the transactions contemplated by this Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in such courts). Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in the applicable federal and state courts sitting in Dallas County located in the State of Texas, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.

(b) This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, and any attempted assignment shall be void.

(c) This Agreement contains the entire agreement between the Parties concerning the subject matter hereof.

(d) No provision of this Agreement may be waived or amended except by the express written consent of the Parties.

(e) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

(f) All notices hereunder shall be in writing. Any notice shall be deemed duly delivered one business day after it is sent for next-business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to CleanArc:

CleanArc Data Centers Operating LLC
6543 S Las Vegas Blvd, Suite 200
Las Vegas, Nevada 89119
Attention: Legal Department
Telephone: (415) 940-9643
E-mail: legal@cleanarcdatacenters.com

If to Counterparty:

Attention: _____
Telephone: _____
E-mail: _____

Either Party may give any notice or other communication hereunder using any other means (including, without limitation, personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice or other communication shall be deemed duly given unless and until the Party for whom it is intended actually receives it. Each Party may change the address to which notices and other communications hereunder are to be delivered to it by giving the other Party notice in the manner herein set forth.

(g) For the convenience of the Parties, this Agreement may be executed by facsimile or by electronic transmission of a document in PDF or similar format and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

(h) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Notwithstanding anything else in this Agreement to the contrary, the Parties acknowledge and agree that CleanArc is a portfolio company of Snowhawk LP (together with its Affiliates, "Snowhawk") and that Snowhawk manages certain private funds (the "Snowhawk Funds") that currently own, or may in the future acquire, interests in various companies other than CleanArc (the "Snowhawk Portfolio Companies").

(j) Notwithstanding anything else in this Agreement to the contrary, the Parties acknowledge and agree that none of the terms of this Agreement shall apply to Snowhawk, to

any Snowhawk Fund, to any of the Snowhawk Portfolio Companies, including those of CleanArc, or to any members, owners, managers, directors, officers, employees, partners, limited partners, actual or potential lenders, agents, advisors, representatives or Affiliates of Snowhawk, the Snowhawk Funds or the Snowhawk Portfolio Companies, excluding CleanArc, unless and only to the extent that such person receives the Counterparty's Confidential Information.

(k) For purposes hereof, the fact that a person that is a Representative of, or otherwise affiliated with CleanArc, serves as a member of the board of directors, investment committee or equivalent governing body (each, a "Snowhawk Principal") of any Snowhawk Fund or Snowhawk Portfolio Company shall not, in and of itself, constitute disclosure of Confidential Information to such Snowhawk Fund or Snowhawk Portfolio Company unless such Snowhawk Principal (i) directs the Snowhawk Fund or Snowhawk Portfolio Company to act (or refrain from acting) based on the Confidential Information, (ii) delivers, in any manner, Confidential Information to such a Snowhawk Fund or Snowhawk Portfolio Company or (iii) directly participates on behalf of such Snowhawk Fund or Snowhawk Portfolio Company in activities prohibited by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CleanArc Data Centers Operating LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____