



NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is entered into as of the date of the last party's signature below (the "Effective Date") by and between Phoenix Data Center Holdings LLC ("Centersquare"), with offices at 3100 Olympus Blvd., Suite 510, Coppell, TX 75019 and the entity who signs below (hereinafter referred to as "You" "Your") collectively (the "Parties").

WHEREAS, You have requested a copy of an audit or security report covering Centersquare's operations.

WHEREAS, the Parties agree that audit and security reports are Centersquare's confidential information.

WHEREAS, Centersquare is willing to provide You with a copy of such requested report subject to your agreement of the terms and conditions below.

1. You understand that an independent auditor ("Auditor") was engaged by Centersquare to perform an auditor's examination for Centersquare and prepare a report in connection with such examination (the "Audit Report").
2. You understand that the Audit Report was prepared solely for the information and use by Centersquare and its affiliates, which shall mean any entity directly or indirectly controlling, controlled by, or under common control with Centersquare.
3. In connection with receipt of the Audit Report, You shall:
 - a. Maintain the Audit Report in strict confidence;
 - b. Not disclose the Audit Report, except as otherwise expressly set forth herein;
 - c. Protect the Audit Report with the same degree of care that You treat your own confidential information, but no less than a reasonable degree of care; and
 - d. Use the Audit Report for a period of one (1) year from disclosure, and solely for the purpose of evaluating Centersquare's operations for compliance with your internal audit requirements.
4. The Audit Report is provided "AS IS." Centersquare makes no warranties or representations, whether express or implied, regarding the accuracy or completeness of the Audit Report, and all implied warranties or representations are disclaimed. Specifically, Centersquare makes no representations that any of its responses or the information provided in the Audit Report complies with or satisfies any applicable data security law or industry data security standard. Centersquare assumes no responsibility or liability whatsoever for the scope, content, thoroughness, adequacy, or purpose of the Audit Report.
5. You acquire no rights against the Auditor, or any of its affiliates, partners, agents, representatives, or employees (collectively, the "Auditor Parties") and Auditor assumes no duty or liability to You in connection with the Audit report. You hereby release each of the Auditor parties from any and all claims or causes of action that You have or may have against the Auditor parties in connection with the Report. You may not rely on the Report.



6. You may disclose the Audit Report as required by law, provided that You provide advance written notice of disclosure to Centersquare in order to afford Centersquare the opportunity to seek an appropriate protective order or other appropriate remedy.
7. If You discover that the Audit Report has been used, accessed or disclosed in violation of this Agreement, You shall promptly notify Centersquare and take all reasonable actions to prevent further breach and mitigate the impact of any breach.
8. You agree that Your breach of any of the provisions of this Agreement may cause the other party irreparable harm for which money damages will be an inadequate remedy. In addition to any other relief that may be available, Centersquare may obtain preliminary and permanent injunctions, without the posting of bond or other security.
9. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If a provision cannot be so modified, it will be deleted, and the deletion will not affect the validity or enforceability of the remaining provisions, which will be interpreted in such a manner as to carry out the intention of the parties. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.
10. All notices required to be given hereunder shall be in writing and deemed given to Centersquare on the day notice is delivered if sent to the Centersquare address listed above either (a) by registered or certified mail, return receipt request, postage prepaid, three (3) days after such mailing; or (b) by national or international overnight courier service.
11. This Agreement will be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Texas.

I Accept

I Do Not Accept