

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made effective as of the date of the last signature below (the “**Effective Date**”) by and between the undersigned entity, on behalf of itself and its Affiliates (as defined below) (collectively, the “**Company**”) and the recipient set out below (the “**Recipient**”). The Company and the Recipient may also each be referred to herein as a “**Party**” and together as the “**Parties**.” “**Affiliate**” means any entity that (a) directly or indirectly is controlled by or controls a Party or (b) is under common control with a Party. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person. In the case that an Affiliate is the Company’s Affiliate, the Company must provide written notice to the Recipient identifying the Affiliate prior to said Affiliate disclosing Confidential Information (as defined below) to the Recipient in order for this Agreement to apply to said Confidential Information.

In connection with the Parties’ discussions related to a potential business transaction between the Parties (the “**Purpose**”), the Company may need to disclose to the Recipient certain Confidential Information (as defined below). The Company wishes to protect and preserve Confidential Information pursuant to the terms of this Agreement and the Recipient desires to be bound by such terms as a condition to receiving Confidential Information.

Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 This Agreement shall apply to all Confidential Information that is disclosed by or on behalf of the Company to the Recipient on or after the Effective Date, provided that this Agreement shall also apply to written Confidential Information that was disclosed by or on behalf of the Company to the Recipient in connection with the Parties’ discussions related to the Purpose prior to the Effective Date.

1.2 “**Confidential Information**” means all information, data, documents, agreements, files, and other materials (in any form or medium of communication, including whether disclosed orally or disclosed or stored in written, electronic, or other form or media) relating directly or indirectly to the Company, or to any of the Company’s businesses, affairs, customers, assets, properties, or prospects. Confidential Information includes, without limitation:

- (a) trade secrets, technical data and specifications, design information, customer and prospect lists, pricing and financial information, business plans, and technical and/or business requirements; and
- (b) all notes, analyses, compilations, reports, forecasts, data, studies, samples, interpretations, summaries, and other documents and materials (in any form or medium of communication) prepared by or for the Recipient which contain or otherwise reflect or are derived or based in whole or in part on such information, data, documents, agreements, files, or other materials; and

However and notwithstanding any of the foregoing, under no circumstance shall Confidential Information be interpreted to include any information subject to disclosure pursuant to the Virginia Freedom of Information Act, Virginia Code § 2.3-3700 *et seq.*

1.3 For purposes of this Agreement, Confidential Information does not include, without limitation, information that:

- (a) is or becomes publicly known or available without breach of this Agreement by the Recipient;
- (b) is, prior to disclosure hereunder, lawfully known to the Recipient or in the Recipient’s possession, and for which the Recipient is not bound by a duty of confidentiality, to a third party;
- (c) is disclosed to the Recipient without confidential or proprietary restriction by a third party who, as far as the Recipient is aware, rightfully possesses the information (without confidential or proprietary restriction);

- (d) is independently developed by the Recipient without any use of, or reference to, Confidential Information; or
- (e) is subject to disclosure pursuant to the Virginia Freedom of Information Act, Virginia Code § 2.3-3700 *et seq.*

2. OBLIGATION OF CONFIDENTIALITY. The Recipient shall:

- (a) hold Confidential Information in strict confidence and not use (or permit the use of) any Confidential Information except as necessary to evaluate and/or accomplish the Purpose;
- (b) exercise the same degree of care to prevent unauthorized disclosure of Confidential Information as the Recipient takes to preserve and safeguard its own confidential information but, in any event, no less than a reasonable degree of care;
- (c) not disclose any Confidential Information (including any information derived therefrom) to any third person other than to an agent of the Recipient or Recipient's Affiliates who:
 - (i) have a need to access Confidential Information in order to accomplish the Purpose; and
 - (ii) are bound by professional duties of confidentiality or by obligations at least as restrictive as those contained herein;
- (d) not copy or reverse engineer any Confidential Information or export or re-export (within the meaning of U.S. or other export control laws or regulations) any Confidential Information or product thereof; and
- (e) The Recipient shall not reproduce Confidential Information in any form except as required to accomplish the Purpose. However, the Company may retain copies of Confidential Information in accordance with the Virginia Public Records Act, Virginia Code § 42.1-76 *et seq.* and any other applicable law, subject to the ongoing obligation to maintain the confidentiality of such information as provided in this Agreement.

3. DISCLOSURES REQUIRED BY LAW. If Confidential Information is required to be produced by court order or government authority, the rules of a relevant stock exchange, pursuant to the Virginia Freedom of Information Act, Virginia Code § 2.3-3700 *et seq.* or other applicable law, or by any regulator with jurisdiction over the Recipient (or otherwise as required by applicable law), the Recipient may disclose such Confidential Information.

4. OWNERSHIP. Neither this Agreement nor any disclosure of Confidential Information grants the Recipient any license under any patents, copyrights, or other intellectual property rights. The Company retains all right, title, and interest, including all intellectual property rights, in and to its Confidential Information.

5. NO REPRESENTATIONS OR WARRANTIES; NO OTHER OBLIGATION.

5.1 All Confidential Information is provided "AS IS." The Company makes no representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of Confidential Information. The Recipient expressly acknowledges that the Company will not have any liability hereunder to the Recipient to or resulting from the use of any Confidential Information or any errors therein or omissions therefrom.

5.2 The Parties agree that, unless and until a definitive agreement between the Company and the Recipient has been executed and delivered with respect to the Purpose, neither Party will be under any legal obligation of any kind whatsoever with respect to the Purpose, including any obligation to:

- (a) consummate a transaction;
- (b) conduct or continue discussions or negotiations; or
- (c) enter into or negotiate a definitive agreement.

6. **TERM; SURVIVAL OF OBLIGATIONS.** The term of this Agreement shall be three (3) years from the Effective Date. Each Party's obligations of non-disclosure and non-use of Confidential Information under this Agreement will survive the term or termination of this Agreement for a period of three (3) years from the end of the term or date of termination of this Agreement. Notwithstanding the foregoing, the Recipient's non-disclosure and non-use obligations with respect to any Confidential Information which constitutes a trade secret belonging to the Discloser shall continue so long as it remains as such under applicable law.

7. **RETURN OF CONFIDENTIAL INFORMATION.** Promptly upon the expiration of this Agreement and at any other time following the written request of the Company, the Recipient shall return to the Company or destroy (at the Recipient's option) all copies of Confidential Information in its possession. The Recipient shall confirm to the Company in writing (email being sufficient) its compliance with the terms of this Section if so requested by the Company. Notwithstanding any of the foregoing, the Recipient shall not be obligated to return or destroy any Confidential Information or other information to the extent the maintenance of the same is required for legal or regulatory purposes, including copies required to be retained pursuant to the Virginia Public Records Act, Virginia Code § 42.1-76 *et seq.* and any other applicable law, or is embedded in the Recipient's electronic files as part of its normal back-up and archiving procedures.

8. **GENERAL PROVISIONS.**

8.1 **Governing Law.** Without reference to its conflict or choice of law rules or principles, the laws of the Commonwealth of Virginia govern all matters relating to this Agreement. Any disputes under this Agreement are subject to the exclusive jurisdiction and venue of the courts having jurisdiction over Stafford County, Virginia and located in the Commonwealth of Virginia, and each Party consents to the exclusive jurisdiction and venue of these courts.

8.2 **Injunctive Relief.** The Recipient acknowledges that the actual or threatened unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Company for which it may have no adequate remedy at law. As a result, in addition to all other remedies available to the Company at law or in equity, the Company is entitled to seek injunctive and other equitable relief order to enforce the Recipient's obligations hereunder.

8.3 **Assignment.** Neither the Company nor the Recipient may assign its rights or delegate its duties or obligations under this Agreement without the other Party's prior written consent. This Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

8.4 **Notice.** Any notice or communication required or permitted to be given hereunder must be in writing and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the Parties as listed below.

8.5 **Entire Agreement; Amendment; Waiver; Severability.** Each Party acknowledges it has read this Agreement, understands it, and will be bound by its terms and conditions once it becomes fully executed. This Agreement is the complete and entire agreement between the Parties relating to the disclosure of Confidential Information, and supersedes all proposals or other prior agreements, oral or written, and all prior communications between the Parties relating to such subject matter. This Agreement may not be changed or revised except in a writing signed by both Parties. The failure of either Party to enforce any provision of this Agreement will not operate or be interpreted as a waiver of future enforcement of that or any other provision. To the extent that any provision or portion of this Agreement is deemed to be invalid, illegal, or unenforceable, such provision or portion will be severed and deleted, or limited so as to give effect to the intent of the Parties insofar as possible, and the remainder of this Agreement will remain binding upon the Parties.

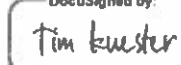
8.6 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The Parties acknowledge that signatures may be delivered by electronic means, and such electronic signatures shall be valid and binding on the Parties hereto with the same effect as if original signatures had been exchanged.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party's duly authorized Representative, on behalf of such Party, has executed and delivered this Agreement as of the Effective Date.

COMPANY

STACK INFRASTRUCTURE, INC.

DocuSigned by:
By: 
926FA539A481411
Print Name: Timothy Kuester

Title: Chief Legal and Administrative

Date: 3/7/2025

Notice Address: 1700 Broadway, Suite 1750, Denver, Colorado 80290, Attn: Legal

Initial


RECIPIENT

Recipient Entity Name: Stafford County, Virginia, a political subdivision of the Commonwealth of Virginia

By: 
Print Name: William H. Ashton, II

Title: County Administrator

Date: 3/10/25

Notice Addresses:

Stafford County Attorney's Office
Attn: County Attorney
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339