

CONFIDENTIALITY AGREEMENT

TERMS AND CONDITIONS

1. CONFIDENTIAL INFORMATION

In connection with your visit to DG717, you may be exposed to non-public, proprietary or confidential information of Digital Garage Development LLC (the owner of DG717) (“DGUS”) and DG717 members. Such information may be in oral, visual, written, electronic, or other tangible or intangible form, and may or may not be marked as “confidential” (all such information collectively, the “Confidential Information”). By signing below, you hereby agree that you will not document, copy, remove, alter, use, sell, transfer, memorialize, photograph, videotape, video-stream, post online, record, disclose or otherwise obtain, or permit any third party to obtain, any Confidential Information.

It is understood and agreed that any breach of this Section 1 will cause injury to DGUS for which money damages would be an inadequate remedy and that, in addition to remedies at law, DGUS is entitled to equitable relief as a remedy for any such breach.

No failure or delay by DGUS 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 of any right, power or privilege hereunder.

2. CODE OF CONDUCT

Please remember to be mindful of your surroundings and the DG717 members and staff when visiting DG717. Conversations should be kept to a minimum, and cell phones should be turned to silent. DGUS reserves the right to escort any visitors causing a disruption to the work environment from the DG717 premises.