

CONFIDENTIAL
MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the 9th day of June, 2011, between SUPER MICRO Computer, Inc., a Delaware corporation having its principal place of business at 980 Rock Avenue, San Jose, CA 95131, and Low Power Company, Inc., a Delaware corporation having its principal place of business at 212 Thompson Sq., Mountain View, CA 94043.

1. **Purpose.** The receiving party may use the Confidential Information solely for the purpose of ("the Purpose"):
 Super Micro: _____
 _____;
 If the above "Purpose" section of this Agreement is not filled in for a party, such party may use the Confidential Information that it receives from the other party for the general purpose of: (i) reviewing and facilitating a potential business relationship, and/or (ii) performance of activities related to the conduct of a business relationship between the parties.

2. **Confidential Information.** Subject to the limitation set forth in Paragraph 4, Confidential Information shall be deemed to include any information, roadmap, schematic diagram, Gerber data, Bill of Material, process, technique, compound, library, method of synthesis, program, design, drawing, formula or test data relating to any research project, work in progress, development, engineering, manufacturing, marketing, servicing, financing or personal matter relating to the disclosing party, its present or future products, sales, suppliers, distributors, customers, employees, investors, or business, whether in oral, written, graphic, or electronic forms.

3. **Non-use and Non-disclosure.** Each party shall maintain in trust and confidence and not to disclose any Confidential Information received from the other party to any third party or use for any unauthorized purpose. Each party may use such Confidential Information only for the Purpose. The Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, the import or export control laws of the United States. Confidential Information supplied shall not be reproduced in any form.

4. **Limits on Confidential Information.** The term "Confidential Information" shall not be deemed to include information which, to the extent that the recipients of Confidential Information can establish by competent written proof:
 - a. at the time of disclosure is in public domain;
 - b. after disclosure, became part of the public domain by publication or otherwise, except by (i) breach of this Agreement by the recipient or (ii) disclosure by any person or affiliated company to whom Confidential Information was disclosed under this Agreement;
 - c. was (i) in the recipient's possession in documentary form at the time of disclosure by the disclosing party or (ii) subsequently and independently developed by the recipient's employee who had no knowledge of or access to the Confidential Information;
 - d. recipient shall receive from a third party who has the lawful right to disclose the Confidential Information and who shall not have obtained the Confidential Information either directly or indirectly from the disclosing party; or
 - e. disclosure is required by law or regulation.

5. **Mandatory Disclosure.** In the event that the receiving party or its respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, then the receiving party shall give prompt prior notice of the disclosure so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose and will obtain a protective order or confidential treatment of the Confidential Information.

6. **Obligations of the Parties.** The receiving party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature. Both parties shall advise their employees or agents who might have access to such Confidential Information of the confidential nature thereof. No Confidential Information shall be disclosed to any officer, employee, or agent of either party who does not have a need to know for such information. Neither party shall reveal the fact that the Confidential Information has been disclosed pursuant to this Agreement. It is understood that disclosure pursuant to this Agreement is not a public disclosure or sale or offer for sale of any product.
7. **Return of Materials.** Upon request of the disclosing party at any time and upon completion or termination of this Agreement, the receiving party must return to the disclosing party all Confidential Information in tangible form provided by the disclosing party, including any copies made by the receiving party, and must delete or erase all intangible Confidential Information of the disclosing party in its possession. If requested by the disclosing party, an officer of the receiving party will certify in writing that all such Confidential Information of the other was returned, erased or deleted.
8. **No License.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right to either party, nor shall this Agreement grant any rights in or to either party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose stated above. Both parties understand that nothing in this Agreement requires the disclosure of any Confidential Information.
9. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS WITH ALL DEFECTS, ERRORS, AND DEFICIENCIES, AND WITHOUT ANY REPRESENTATION OR WARRANTY AS TO COMPLETENESS OR ACCURACY. ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. Any Confidential Information provided under this agreement is for reference use only. To the extent the receiving party chooses to rely on such Confidential Information, it does so at its own risk.
10. **Term and Termination.** This Agreement shall continue in full force and effect for as long as the parties are exchanging information, but for a period of no less than three (3) years from the above date. This Agreement may be terminated any time upon ten (10) days written notice to the other party. The termination of this Agreement shall not relieve either party of provisions hereof and shall survive the termination of this agreement. The obligation to keep information confidential shall continue for a period of five (5) years from the date of disclosure.
11. **Governing Law and Jurisdiction.** This agreement shall be governed by the laws of the State of California. Each party agrees to that the Confidential Information is subject to the export and customs laws and regulations of the United States and any other applicable country and shall not export, re-export or transship, directly or indirectly, such information to any country without first obtaining proper governmental approval.
12. **Remedies.** Each party agrees and acknowledges that any breach of this Agreement may cause irreparable harm to the other party for which monetary damages may be inadequate. Accordingly, the harmed party may be entitled to injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by the other party.
13. **Miscellaneous.** This Agreement contains the entire agreement of the parties and may not be changed, modified, amended, or supplemented except by written instrument signed by both parties. The unenforceability of any provision on this Agreement shall not affect the enforceability of any other provision of this Agreement. Neither this Agreement nor the disclosure of any Confidential Information pursuant to this Agreement by any party shall restrict such party from disclosing any of its Confidential Information to any third party.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Super Micro Computer, Inc.

COMPANY



Signed by: _____

Signed by: _____

Name: _____

Name: Andrew Sharp

Title: _____

Title: CEO and VP Engineering