

TOWN OF BOZRAH

TOWN HALL
1 RIVER ROAD
BOZRAH, CT 06334
Telephone 860.889.2689 Fax 860.887.5449

Town of Bozrah Town Meeting

The electors of the Town of Bozrah and those entitled to vote at a Town Meeting are hereby warned and notified of a Town Meeting to be held via ZOOM on **Wednesday, 21 April 2021 at 7:00 PM**. The agenda is as follows:

Consider and act on the following question:

Shall the Town of Bozrah authorize the First Selectman to sign a proposed **Qualified Data Center Host Municipality Fee Agreement** with GotSPACE Data Partners, LLC, a Massachusetts limited liability company.

Copies of the proposed agreement are available at Town Hall during normal business hours

Dated this 14th day of April 2021 at Bozrah, CT.

Board of Selectman:

Carl Zorn
William Ballinger
Glenn Pianka

Join Zoom Meeting

<https://us02web.zoom.us/j/98319785300?pwd=UjU5Y3ZMVGtOVEFUdkYzUS9hU1NpZz09>

- Meeting ID: 983 1978 5300
- Password: 1Nj4MJ

Dial by your location

- Meeting ID: 983 1978 5300
- Password: 239453
(646) 558-8656 US (New York)

QUALIFIED DATA CENTER HOST MUNICIPALITY FEE AGREEMENT

This QUALIFIED DATA CENTER HOST MUNICIPALITY FEE AGREEMENT (this agreement) is entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Bozrah, Connecticut ("Bozrah") and GotSPACE Data Partners, LLC, a Massachusetts limited liability company ("GotSPACE").

Bozrah and GotSPACE, LLC are each referred to individually herein as a "Party and together as "Parties".

WHEREAS, the State of Connecticut has enacted legislation to incentivize the development of large-scale data centers within the state (Data Tax Incentive Legislation" or "the Legislation");

WHEREAS, the Data Tax Incentive Legislation provides for the creation and maintenance of exemptions from taxation of the sales, storage, use or other consumption of certain personal property, equipment and services used in the design, development, construction, improvement, maintenance, rehabilitation, renovation, repair, operation, and/or ownership of a facility to be used as a data center meeting certain qualifications, as well as the exemption from taxation of personal property stored or used at or incorporated in such a data center and real property on which such a data center is located;

WHEREAS, the Data Tax Incentive Legislation applies to any Qualified Data Center, defined as one or more buildings that: (1) are rehabilitated or constructed to house a group of networked server computers in one physical location in order to centralize the storage, management, and dissemination of data and information pertaining to a particular business, taxonomy, or body of knowledge; and (2) create a minimum qualified investment on or before the fifth anniversary of the commencement of construction or renovation of the data center facility of at least Two Hundred Million Dollars (\$200,000,000);

WHEREAS, the Legislation sets forth that any person that anticipates that it will be an "Owner", "Operator" or "Colocation Tenant" of or in a "Qualified Data Center" (as such terms are defined in the Legislation and/or Section 1 of this Agreement) may seek and apply for an exemption from certain taxes imposed under Chapters 203 and 219 of the Connecticut General Statutes subject to satisfying certain requirements required by such Legislation, including but not limited to the obligation to enter into and satisfy the requirements of a written host municipality fee agreement with the municipality in which such Qualified Data Center is located (the "Host Municipality"), and GotSPACE intends to develop and serve as the "owner" of one or more Qualified Data Centers, as defined in the Legislation, in Bozrah;

WHEREAS, the development and operation of Qualified Data Centers are expected to contribute substantially to economic development and employment growth in the municipalities in which such data centers are located (“Host Municipalities”), accordingly, Bozrah expects to receive substantial benefits from hosting one or more Qualified Data Centers developed and operated by Gotspace; and

WHEREAS, Gotspace appreciates, and will continue to require and benefit from, Bozrah’s cooperation in advancing and supporting the successful operation of any Qualified Data Center located within its borders.

NOW THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions: The Parties agree that all defined terms set forth in the Legislation shall be deemed incorporated into this Agreement as if fully recited herein, including but not limited to the following defined terms:

- (a) "Eligible qualified data center costs" means expenditures made on or after July 1, 2021, for the development, acquisition, construction, rehabilitation, renovation, repair or operation of a Facility to be used as a Qualified Data Center, including the cost of land, buildings, site improvements, modular data centers, lease payments, site characterization and assessment, engineering services, design services and data center equipment acquisition and permitting related to such data center equipment acquisitions. "Eligible qualified data center costs" does not include expenditures made in connection with real or personal property that is located outside the boundaries of the Facility to be used as a Qualified Data Center;
- (b) “Facility” means one or more contiguous tracts of land and any structure and personal property contained on such land.
- (c) “Qualified Data Center” means a Facility that is developed, acquired, constructed, rehabilitated, renovated, repaired or operated, to house a group of networked computer servers in one physical location or multiple contiguous locations to centralize the storage, management and dissemination of data and information pertaining to a particular business or classification or body of knowledge.
- (d) “Qualified investment” means the aggregate, nonduplicative eligible qualified data center costs expended by an owner, operator and colocation tenant of a qualified data center.

To the extent the Legislation changes such that it materially alters the rights afforded by this Agreement or amends any definition utilized in section 1(A) above, this Agreement shall continue to control. In such event, either party may request that the other party modify this Agreement consistent with said modified Legislation; provided no modifications shall be made to this Agreement unless mutually agreed to in writing by both Parties.

2. GotSPACE Obligation to Pay Host Municipality Fee

(a) Amount of Host Municipality Fee

GotSPACE shall pay to Bozrah in accordance with this Section 2 an annual host municipality fee (the "Host Municipality Fee") for each building or other structure within a Qualified Data Center located in Bozrah that contains one or more group(s) of network computer servers utilized for purposes of centralizing the storage, management, and dissemination of data and information pertaining to a particular business, classification or body of knowledge (each a "Building"). The Host Municipality Fee for each Building, subject to annual increases as provided in section 2(b) below, shall be determined based on its designed data storage capacity, plus all other electricity utilized in connection with operation of the Building ("Electricity Load", which Electricity Load for a Building, when added to the designed data storage capacity for such Building, shall be collectively referred to herein as "Capacity"), both measured in Megawatts ("MW"), as follows:

- For each Building within the Qualified Data Center with a Capacity of less than 16 MW, the Host Municipality Fee shall be Five Hundred Thousand Dollars (\$500,000) per annum;
- For each Building within the Qualified Data Center with a Capacity ranging from 16 MW up to and including 32 MW, the Host Municipality Fee shall be One Million Dollars (\$1,000,000) per annum;
- For each Building within the Qualified Data Center with a Capacity greater than 32 MW, the Host Municipality Fee shall be One Million Five Hundred Thousand Dollars (\$1,500,000) per annum.

(b) Commencement and Payment Dates of Host Municipality Fees

GotSPACE's first Host Municipality Fee payment for a Building shall be due one year (365 days) from the date that a certificate of occupancy is issued for such Building. Each subsequent annual Host Municipality Fee for such Building shall be due on each anniversary of the date that a certificate of occupancy was first issued for such Building, and the amount to be paid each year shall be increased annually to be the greater of the following: (a) two (2%) percent over the immediately preceding year's Host Municipality Fee payment for the applicable Building; or, if greater: (b) by the percentage increase, if any, reflected by the

Consumer Price Index for the Northeast Region, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (“CPI Index”) which occurred between: (i) the first day of the month that is thirteen months immediately prior to the month that the subject Host Municipality Fee is becoming due hereunder; and (ii) the first day of the month immediately prior to the month that the subject Host Municipality Fee is becoming due hereunder, provided, however, if such CPI Index percentage increase is greater than three (3%) percent, the increase shall then be capped at three (3%) percent.

(c) GotSPACE Obligation to Pay Preliminary Payments

Notwithstanding anything in this Agreement to the contrary, prior to GotSPACE’s entitlement to the municipal tax exemptions afforded by the Legislation with respect to a subject parcel of real property and the improvements and personal property thereon as a result of approval of GotSPACE’s application to the DECD Commissioner and this Agreement (the “Approval”), Bozrah shall continue to tax all real and personal property in accordance with applicable law. Following qualification for such municipal tax exemptions, GotSPACE shall pay Bozrah one or more annual preliminary payment(s) (each a “Preliminary Payment”) for each parcel of real estate (including but not limited to any parcel of real estate resulting from any subdivision, property split, boundary line adjustment or similar action) within Bozrah upon which GotSPACE seeks to develop a Qualified Data Center. For purposes of this subsection, “Building” shall be as defined in this Section 2(a) of this Agreement. Such payments are made as a result of Bozrah’s support for development of Qualified Data Centers within its borders and GotSPACE’s endeavors related to same. Nothing in the preceding sentence shall be deemed to create any relationship of partnership or joint venture between Bozrah and GotSPACE or any other relationship other than as contemplated by this Agreement, nor shall such preceding sentence limit, modify, alter or usurp the independent decision making authority, discretion or duties of any agency, board, commission, council, officer or employee of Bozrah.

The amount of each Preliminary Payment for each such parcel of real estate shall be calculated according to the following schedule:

- (1) For any year or part of a year between: (i) the date of the subject Approval with respect to a parcel and (ii) the date on which Bozrah issues the first building permit for purposes of constructing a Building on such parcel, the preliminary payment shall be in an amount equal to the total annual municipal property tax assessment for such parcel, including any structures thereon, for the Grand List date immediately preceding the Approval date (“the Previous Assessment”), and shall be calculated on a per diem basis.

(2) For any year or part of a year between when Bozrah issues the first building permit for purposes of constructing a Building on such parcel until Bozrah issues a certificate of occupancy for the first Building on such parcel, the preliminary payment shall be in an amount equal to 150% of the of the Previous Assessment, and shall be calculated on a per diem basis.

GotSPACE's obligation to pay a Preliminary Payment for a parcel shall terminate upon the issuance of a certificate of occupancy for the first Building on such parcel at which time the Host Municipality Fee contemplated by sections 2(a) and (b) shall commence with respect to such Building, provided, to avoid ambiguity, nothing herein shall release or be construed to release GotSPACE from Preliminary Payments which are due and outstanding for such parcel immediately prior to the date of such certificate of occupancy. GotSPACE shall pay the per diem amount for any partial year in which the certificate of occupancy issues.

The initial Preliminary Payment for each parcel shall be paid in arrears within one year of the Approval date relating to such parcel but no later than the date that municipal property taxes would have been due for such parcel were it not exempt from municipal taxation. Subsequent annual Preliminary Payments shall be due on the one-year anniversary of the first Preliminary Payment.

(d) Payment of Fees

GotSPACE is required to pay all regular and customary fees for any permits issued by Bozrah.

(e) Effective Date, Term and Termination Events

Subject to the provisions concerning conditions precedent set forth in Section 2(e), below, and to the provisions of the following paragraph here in section 2(d) setting forth grounds for termination, this Agreement shall be effective as of the Effective Date and shall remain in effect for a period of thirty (30) years, or for the period of years for which a Building qualifies pursuant to section 1(a) of this agreement as a Qualified Data Center, after the date when a certificate of occupancy is issued for a Building. For the avoidance of doubt, if a Qualified Data Center consists of more than one (1) Building, then the term of years shall remain in effect starting after the date that a certificate of occupancy is issued for any such Building.

GotSPACE's obligation to pay a Preliminary Payments or Host Municipality Fee for a Building shall immediately terminate upon any of the following events occurring: (i) the

Building itself, or the Qualified Data Center of which it is part, ceases to meet the definition of a Qualified Data Center for purposes of the Data Center Tax Incentives Legislation, including by ceasing to be operated as a data center; (ii) the State of Connecticut, Bozrah or other governmental entity located within Bozrah assesses any taxes or other assessments on the Building or the Qualified Data Center of which it is part; or (iii) federal, state or municipal law eliminates, diminishes or otherwise impairs the tax exemptions, rights and benefits provided for in the Data Center Tax Incentives Legislation as initially enacted.

Either Party who concludes that a termination event has occurred shall give written notice to the other Party within a reasonable time period, not to exceed one hundred and eighty (180) days of the occurrence of the event giving rise to such conclusion.

Upon termination of its obligation to pay a Preliminary Payments or Host Municipality Fee for any Building, GotSPACE shall pay Bozrah a final payment for such Building calculated as a percentage of the full annual Preliminary Payment or Host Municipality Fee for the Building. Such percentage shall be equivalent to the percentage of the year that has expired since the date upon which the last full annual payment was due. Such final payable shall be payable one hundred and twenty (120) days from the date notice was given of the termination event as to the Building.

(f) Condition Precedent to Obligation to Pay Preliminary Payments or Host Municipality Fee

GotSPACE's obligation to pay Preliminary Payments or a Host Municipality Fee for any Building shall be conditioned on GotSPACE entering into a binding power purchase agreement meeting its satisfaction for purposes of obtaining power necessary for operation of Qualified Data Center(s) in Bozrah.

In the event that GotSPACE determines, in its sole discretion, that this condition has not been met and is not likely to be met, it shall have no obligation to pay a Host Municipality Fee. GotSPACE shall give timely notice to Bozrah of its conclusion. This agreement shall become null and void on the date such notice is given.

3. Bozrah's Obligation of Support and Cooperation

On and after the date this Agreement is executed, Bozrah agrees to work together in good faith with GotSPACE (i) to promote and support the efforts of GotSPACE or any tenants or lessee to obtain, renew or modify any permits, consents, licenses, tax

exemptions, and approvals related to the design, development, construction, improvement, maintenance, rehabilitation, renovation, repair, re-construction, operation and/or ownership of a Qualified Data Center within Bozrah, (ii) to promote and support the efforts of GotSPACE to obtain and maintain qualification as a Qualified Data Center pursuant to the Data Center Incentives Tax Legislation; (iii) to support and promote GotSPACE efforts to obtain and maintain an agreement with, and a definitive ruling from, the Commissioner of Economic and Community Development or the State of Connecticut or any other governmental agency or other quasi-governmental entity to affirm the availability of the exemptions provided in the Data Tax Incentive Legislation; and (iv) to support and promote efforts by GotSPACE related to legislative, regulatory or other initiatives associated with maintaining tax incentives for the design, development, construction, improvement, maintenance, rehabilitation, renovation, repair, operation, and/or ownership of data centers. Such collaboration shall include reasonable good faith cooperation by Bozrah in connection with obtaining, renewing and modifying permits, consents, licenses and approvals necessary or appropriate for expansion, improvement, renovation or expanded uses and activities, but shall not include the reimbursement or payment to GotSPACE of third party expenses incurred by GotSPACE.

To facilitate Bozrah's collaboration and cooperation described in this section, GotSPACE agrees to provide, upon request, any documents in the public domain, and in GotSPACE's possession, relevant to Bozrah's capacity to meet its obligation pursuant to this agreement.

4. Events of Force Majeure

For purposes of this agreement, "Event Force Majeure" means acts of God, war, revolution, civil commotion, acts of public enemy, embargo, casualty or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Party affected that prevents, restricts or interferes with that Party's performance under this agreement. A delay or failure of performance hereunder by either Party shall not constitute and event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure.

5. Defaults and Remedies

(a) Events of Default by Bozrah

Each of the following shall be an event of default by Bozrah under this agreement.

(i) Bozrah fails to observe and perform any material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of thirty (30) days after written notice to Bozrah specifying the nature of such failure and requesting that it be remedied; or

(ii) Bozrah makes a general assignment for the benefit of creditors, files a petition in bankruptcy or a request to the Governor of the State of Connecticut to file such petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding related to it under any bankruptcy, reorganization, arrangement, re-adjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) days or more.

In no event shall Bozrah be in default or liable for monetary damages or other relief to GotSPACE on account of declaration of termination event pursuant to 2(e), above, made in good faith.

(b) Annual Visit

The Bozrah tax assessor shall be permitted on an annual basis to visit and tour on site, accompanied by GotSPACE personnel, each Building covered by this agreement.

(c) Events of Default by GotSPACE

Each of the following shall be an event of default by GotSPACE under this agreement:

- (i) GotSPACE fails to pay any Preliminary Payments or Host Municipality Fee, which is properly due from GotSPACE hereunder, within sixty (60) days after notice of delinquency by Bozrah;

- (ii) GotSPACE fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of thirty (30) day after written notice to GotSPACE specifying the nature of such failure and requesting that it be remedied; or
- (iii) GotSPACE makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding related to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) days or more.

In no event shall GotSPACE be in default or liable for monetary damages or other relief to Bozrah on account of a declaration of the non-occurrence of a condition precedent pursuant to 2(d) above, made in good faith.

6. Remedies on Default

Wherever any event of default shall have occurred and be continuing, the non-defaulting Party shall have, in addition to any other rights at law or equity, the following rights and remedies:

- (a) Upon sixty (60) days written notice to GotSPACE, if GotSPACE is then in default, Bozrah shall have the option to terminate this Agreement unless the event of the default is cured prior to the expiration of such sixty (60) day period or unless during such period GotSPACE has taken remedial steps the

effect of which would be to enable GotSPACE to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); or

- (b) Upon sixty (60) days written notice to Bozrah, if Bozrah is then in default, GotSPACE shall have the option to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) day period or unless during such period Bozrah has taken remedial steps the effect of which would be to enable Bozrah to cure such event of default within a reasonable period of time.

In no event shall either Party be liable to the other for monetary damages on account of the breach of the terms of this agreement caused by an Event of Force Majeure. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. If an Event of Force Majeure shall prevent the operation of a Building for its intended use, then a pro rata portion of the Host Municipality Fee shall be abated until the operation of such Building may re-commence. The pro rata portion shall be based upon a fraction the numerator of which shall be the number of days in the 365-day period during which the Building shall be unable to operate and the denominator of which shall 365. Moreover, no party to this Agreement shall be entitled to damages, indirect, incidental, special or consequential, including loss of future rents or profits, whether or not such damages are foreseeable.

7. Representations and Warranties

(a) Representations and Warranties of Bozrah

Bozrah hereby represents and warrants to GotSPACE that:

- (i) this Agreement has been executed by officers of Bozrah acting with the approval and under the authority of the necessary legislative body or bodies of Bozrah, and Bozrah has heretofore delivered to GotSPACE evidence of such approval and authority;
- (ii) Bozrah has the full power and authority to execute and deliver this Agreement to GotSPACE and carry out Bozrah's obligations hereunder, all of which have been

duly authorized in accordance with Applicable Law, and this agreement shall be in full force and effect and be legally binding upon, and enforceable against, Bozrah in accordance with its terms upon its due execution and delivery by Bozrah and GotSPACE; and

- (iii) There is no action, suit, investigation, or other proceeding pending or, to the knowledge of Bozrah, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of either Party's obligations hereunder.

(b) Representations and Warranties of GotSPACE;

GotSPACE hereby represents and warrants to Bozrah that:

- (i) GotSPACE has the full power and authority to execute and deliver the Agreement to Bozrah and to carry out GotSPACE's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, GotSPACE in accordance with its terms upon its due execution and delivery by GotSPACE and Bozrah; and
- (ii) there is no action, suit investigation or other proceedings pending or, to the knowledge of GotSPACE threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of either Party's obligations hereunder.
- (iii) GotSPACE will display as of the date it makes application to the DECD Commissioner how it anticipates to be an "Owner" of all of the Qualified Data Center(s) that are the subject of this Agreement as such term is defined in the Legislation;

8. Governing Law; Venue; Jury Trial Waiver

The interpretation and performance of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of law principles. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District of New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

The parties agree that this is a commercial and not a consumer transaction and hereby waive any right to trial by jury and action on any matter whatsoever arising out of our in any way connected with this agreement for the sale of property.

9. Assignment

Bozrah may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. GotSPACE may, upon prior written notice to Bozrah, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be creditworthy and capable of performing the obligations of GotSPACE under this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations, and agreements between the Parties with respect to the subject matter hereof.

11. Waiver

No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party shall impair any such, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences shall not alter, affect, or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it shall have become due, shall not be deemed to alter, affect, or waive the obligations of either Party.

12. Modifications

This Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

13. Successors and Assigns

This agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

14. Notices

All notices, reports and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

Town of Bozrah
Bozrah Town Hall
1 River Road
Bozrah, CT 0334
Attention: First Selectman Mr. Carl Zorn

With a Copy to:

Conway, Londregan, Sheehan & Monaco, P.C.
Attn: Jeffrey T. Londregan, Esq.
38 Huntington Street
New London, CT 06320

GotSPACE Data Partners, LLC
c/o Jepsen Rowthorn LLP
9 Cumberland Road
West Hartford, CT 06119
Attention: Attorney George Jepsen

15. Further Actions

Each Party agrees that it will, at its own expense, to the extent not reimbursable by the other party under this Agreement, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

16. Counterparts

This Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

17. Severability

In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions, portions, and applications thereof shall not be affected thereby. In such event, the Parties agree that the court making such determination shall have the power to alter or amend such provisions so that it shall be enforceable.

18. No Third-Party Beneficiaries

Nothing in this agreement is intended to confer any right on any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

19. Heading for Convenience

The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20. Confidentiality

- (i) For purposes of this Section n20, "Confidential Information" means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of GotSPACE, any affiliate or predecessor of any of the foregoing persons, any tenant or lessee of GotSPACE, any licensor of technology to be used in connection with a Qualified Data Center or any contractor or subcontractor engaged directly or indirectly by any of the foregoing persons (the "Disclosing Party"), including patented and unpatented inventions, trade secrets, know-how, techniques, data, specifications, as-built drawings, blueprints, flow sheets, designs, engineering information, construction information, economic

information, customers, suppliers, operation criteria, and other information related to the design, development, construction, improvement, maintenance, rehabilitation, renovation, repair, operation, leasing and/or ownership of a Qualified Data Center; provided, however, Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by Bozrah or any of its representatives or agents; (b) was available to Bozrah or any of its representatives or agents on a non-confidential basis prior to its disclosure by Bozrah or any of its representatives or agents; or (c) has become available to Bozrah or any of its representatives or agents on a non-confidential basis from a source other than GotSPACE or its representatives if such source is not known by Bozrah or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with GotSPACE or its representatives or is otherwise prohibited from transmitting the information to Bozrah or its representatives or agents by a contractual, legal or fiduciary obligation.

- (ii) Prior to the disclosure of the Confidential Information by GotSPACE, Bozrah or its representatives or agents under this Agreement or Applicable Law, GotSPACE may require Bozrah and its representatives and agents, as the case may be, to execute and deliver to GotSPACE a reasonable confidentiality agreement that will require the signatory to: (a) treat as confidential all Confidential Information which may be made available to Bozrah or any agent or representative of Bozrah; (b) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential information to those agents or representatives of Bozrah to whom it is necessary to disclose the Confidential Information in furtherance of Bozrah obligations under this Agreement ; (c) unless required by law, prevent disclosure of any Confidential Information by any agent or representative of Bozrah to unauthorized parties and assumes liability on the part of Bozrah and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by Bozrah or any of its agents or representatives; and (d) not use any Confidential Information other than in furtherance of its obligations under this Agreement.
- (iii) If Bozrah receives a request for a disclosure of any Confidential Information under the Connecticut Freedom of Information Act ('FOIA') Bozrah shall, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to GotSPACE. If GotSPACE asserts in good faith that all or part of the requested information is exempt from disclosure under FOIA or other applicable law, Bozrah shall not disclose such information (the "Exempt Information") and shall assert the exemptions claimed by GotSPACE. If a complaint is thereafter filed with the Connecticut Freedom of

Information Commission ("FOIC"), Bozrah shall give GotSPACE prompt notice of such complaint to allow GotSPACE to file a motion to intervene in the FOIC proceeding and shall not oppose such motion or disclose the Exempt Information during the pendency of such proceeding. If the FOIC proposes to issue or issues an order requiring disclosure of all or part of the Exempt Information, GotSPACE shall within fourteen (14) days give written notice thereof to Bozrah. In such case Bozrah shall not disclose the Exempt Information for a period of five (5) business days after the date of issuance of such order to allow GotSPACE to file a motion for a stay of the order and an appeal, and further shall not disclose the Exempt Information while the motion for stay is pending. If the stay is granted, Bozrah shall not disclose the Exemption Information until there is a final unappealable order requiring disclosure. If the stay is not granted, Bozrah may comply with the terms of an FOIC order requiring disclosure.

- (iv) If Bozrah receives any other requests or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), Bozrah agrees to give prompt notice to GotSPACE of such request or demand and to allow GotSPACE an opportunity to seek judicial protection for the Confidential Information, unless Bozrah is expressly prohibited by court order from so disclosing the demand.
- (v) The provisions of this Section 20 and any confidentiality agreement executed Pursuant to Section 20 shall survive the termination or expiration of this Agreement.

21. No additional municipal tax benefits. GotSPACE agrees that it will not pursue from Bozrah any additional tax incentives, tax exemptions or tax abatements or any subsequent adjustment to its taxes or payments to Bozrah that are the subject of this Agreement unless permitted herein. Nothing in this Section shall prohibit GotSPACE from seeking additional tax relief and rebates from the State of Connecticut, federal authorities, or authorities other than Bozrah, provided that no such relief shall reduce the amounts payable by GotSPACE to Bozrah under this Agreement.

22. It is recognized by both parties that nothing in this agreement is to be construed as requiring, or interpreted to require, that the Town of Bozrah or any of its boards, commissions, agencies or committees must provide funding, either partially or in whole, for any infrastructure extensions, upgrades or improvements that might be required to support any project connected to this agreement.

23. In the event of any clerical error or typographical error is discovered within this Agreement that results in language that neither party intended upon the Execution Date of this Agreement, the parties shall promptly execute an amendment to this Agreement to correct such error upon the discovery thereof prior to the Effective Date.

[Signature Page Follows]

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

Bozrah, Connecticut

By:

First Selectman

Witnessed:

(SEAL)

GotSPACE Data Partners, LLC

By:

Witnessed:

Its Managing Director or CEO