



## Confidentiality and Non-Disclosure Agreement

This NON-DISCLOSURE AGREEMENT (“Agreement”) is made effective as of the 29th day of Dec. 2006, by and between SUPERMICRO Computer, Inc., a California Corporation, (“herein “SUPERMICRO”) and Ablecom Technology Inc. to assure the protection and preservation of the confidential, and/or proprietary nature of the information to be disclosed or made available between the parties in connection with certain negotiation, discussions, or manufacturing contracts.

WHEREAS, in order to pursue these negotiations, discussions, or manufacturing contracts, the parties have agreed to mutual disclosures of certain data and other information which are of a proprietary and confidential nature (as defined in Paragraph 3 below and referred to herein as “Confidential Information”).

NOW, THEREFORE, in reliance upon and consideration of the following undertakings, and for the other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

Subject to the limitation set forth in Paragraph 5, 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.

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.

In the event the Confidential Information is required to be disclosed pursuant to subsection (e), the party required to make disclosure shall notify the other to allow the party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

Each party shall maintain in trust and confidence and not to disclose to any third party or use for any unauthorized purpose any Confidential Information received from the other party. Each party may use such Confidential Information only for the purpose of engaging in discussions relating to a potential business relationship between the parties. 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. No other rights or license to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Confidential Information supplied shall not be reproduced in any form.

The responsibilities of the parties are limited to using their reasonable and best efforts to protect the Confidential Information from unauthorized use or disclosure. 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.

All Confidential Information (including copies thereof) shall remain the property of the disclosing party, and shall be returned to the disclosing party after the receiving party’s need has expired, or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement.

This Agreement shall continue in full force and effect for so long as the parties continue to exchange Confidential Information. 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 for a period of seven (7) years from the date of such termination.

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.

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.

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.

Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the party, including, without limitation, the actual or threatened disclosure of a disclosing party’s Confidential Information without the prior, written consent of the disclosing party, the disclosing party will suffer an irreparable injury, such that no remedy of law will afford it adequate protection against, or appropriate compensation for, such

injury. Accordingly, each party hereby agrees that the other party shall be entitled to specific performance of a receiving party's obligations under this Agreement, as well as such further injunctive relief may be granted by a court of competent jurisdiction.

This Agreement shall remain in effect for a period no less than three years from the above date.

AGREED TO AS OF THE FIRST DATE ABOVE:

Super Micro Computer, Inc.

Company

Address

980 Rock Avenue  
San Jose, CA 95131

Signed by: /s/ Howard Hideshima

Signed by: /s/ Steve Liang

Name: Howard Hideshima

Name: Steve Liang

Title: CFO

Title: President