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11.3. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4. The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the

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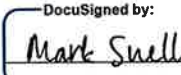

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<p>GRAYSHIFT, LLC</p> <p>DocuSigned by:  <small>F933E1950E5A420...</small></p> <p>Signature: _____</p> <p>Name: <u>Mark Snell</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Date: <u>10/13/2022</u></p>	<p>LICENSEE: _____</p> <p>Signature: </p> <p>Name: <u>Linda Garten</u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>11/4/2022</u></p>
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