

GRAYSHIFT, LLC

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11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

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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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13. INDEMNITY. Subject to applicable law, Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Grayshift based on a claim: (i) of any breach of this Agreement by Licensee, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Licensee or its Authorized Users, using or that used the Software and Product; and Licensee shall pay any final judgment entered against Grayshift in any such proceeding or agreed to in settlement. Grayshift will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee.

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<p>GRAYSHIFT, LLC</p> <p>DocuSigned by: Signature: <u>Mark Snell</u> <small>F933E1950E5A420...</small></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: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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