



Managed Services Provider (MSP) Agreement

This MANAGED SERVICES PROVIDER (MSP) AGREEMENT (this "Agreement") by and between GoSecure, Inc. ("GOSECURE"), and the party named in the MSP Quotation as managed service provider ("MSP"), is entered into on the Effective Date set forth in the MSP Quotation. Subject to the terms and conditions set forth in this Agreement and in consideration of the mutual premises and undertaking herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GOSECURE hereby appoints MSP and MSP accepts appointment as an authorized non-exclusive MSP of the "Service," in the "Territory," identified in the MSP Quotation.

1. Scope of Agreement

GOSECURE provides the services set forth on the MSP Quotation. MSP desires to market, resell and support the Services and to integrate and combine the Services with MSP's products and services and to resell the Services directly to MSP's own end user customers ("Customers") or indirectly to end user customers of MSP's partners ("Partners"), in all cases, within the Territory in the ordinary course of business. GOSECURE desires to appoint MSP as a non-exclusive authorized MSP in the Territory pursuant to the terms and conditions of this Agreement.

2. Term and Termination

2.1 Term. Commencing on the Effective Date, this Agreement shall have an initial term as set forth in the MSP Quotation ("Initial Term"), unless terminated as provided herein. Thereafter, this Agreement shall automatically extend for additional terms of twelve (12) months (each a "Renewal Term". The "Initial Term" and any "Renewal Term" (if any) shall be referred to herein as the "Term") unless terminated by either party hereto upon written notice not later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. Any expiration or termination of this Agreement shall not modify any rights or obligations of a party hereto which arose prior to such expiration or termination.

2.2 Termination for Convenience. GOSECURE may terminate this Agreement without cause upon ninety (90) days prior written notice to MSP.

2.3 Termination for Cause. Either party may terminate this Agreement in the event of (a) a material breach by the other party of any term and condition of this Agreement upon thirty (30) days prior written notice and failure to cure such breach within such 30-day notice period, or (b) upon thirty (30) days prior written notice if the other party shall become insolvent, commits an act of bankruptcy, is subject to a proceeding in bankruptcy, receivership, liquidation or insolvency or if there is a change in the controlling ownership of MSP.

2.4 GOSECURE's Rights in the Event of MSP Breach. In event MSP is in breach of this Agreement, GOSECURE may: (i) declare all amounts payable under this Agreement immediately due and payable; (ii) suspend delivery to MSP until the default is cured; (iii) proceed to enforce performance and/or recover damages; (iv) manage the renewal and any other negotiations directly with the End Users and/or (v) terminate this Agreement. If a party continues to perform after the other party's default, such action shall not constitute a waiver of any rights or remedies.

3. Appointment and Territory

Subject to MSP payment of applicable fees and MSP's compliance with the other terms and conditions of this Agreement, GOSECURE hereby appoints MSP and MSP accepts such appointment as GOSECURE's non-exclusive, independent MSP for the resale of only those Services set forth on the MSP Quotation in the Territory to Customers and to Partners for resale to such Partners' end user customers. Pricing for the Services shall be as set forth in GOSECURE's then current price list (the "Price List") set forth on the MSP Quotation subject to the terms of this Agreement. GOSECURE reserves the right to modify the Territory and Price List, applicable Services, support services and the like for any new orders for Services upon thirty (30) days prior written notice to MSP. MSP acknowledges that its appointment under this Agreement is non-exclusive, that it obtains no exclusive rights in any geographic area, commercial and/or governmental market segment and/or country for the Services, that it shall not resell Services outside of the Territory and that GOSECURE may appoint additional resellers, distributors, or other entities to, directly or indirectly, market, offer, license, sell and/or support the Services in the Territory or elsewhere without liability or obligation to MSP.

4. MSP's Representations and Obligations

4.1. MSP Obligations

(a) MSP shall maintain at all times the facilities, resources, inventory, personnel and experience and shall use its best efforts to market, support, and/or resell the Services in the Territory, and to perform its obligations under this Agreement.

(b) MSP's appointment as a MSP and the licenses granted to MSP hereunder are conditioned upon: (i) MSP entering into an agreement with each Customer and each Partner with terms consistent with this Agreement and (ii) MSP entering into a binding agreement with each Customer and causing each Partner to enter into a binding agreement with their end user customers (such Partner end users together with Customers, the "End Users") with terms consistent with this Agreement and containing terms and conditions substantially in conformity with those set forth in the End User License Agreement (EULA) found at <https://www.gosecure.net/EULA>.

(c) GOSECURE will allow MSP to private label or brand the Services with MSP's name or logo for the purposes of resale and allow the MSP to private label or brand the service with the name or logo of their partners for the purposes of resale, subject to guidelines established by GOSECURE from time to time. MSP will not make, and shall ensure that its Partners shall not make, any claim, representation or warranty regarding the Services or any software or other technology incorporated therein, other than those claims, representations and warranties set forth in GOSECURE's printed documentation and marketing materials provided to MSP by GOSECURE.

(d) MSP will: (i) conduct business in a manner that reflects favorably at all times on the Services and the good name, good will and reputation of GOSECURE; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to GOSECURE or the Services; (iii) make no false or misleading representations with regard to GOSECURE or the Services; (iv) not publish or employ, 'or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to GOSECURE or the Services; (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Services that are inconsistent with the literature distributed by GOSECURE and (vi) not enter into any contract or engage in any practice detrimental to the interests of GOSECURE or the

4.2. Customer Information. MSP shall provide GOSECURE, upon GOSECURE's request, with information regarding the number of Customers, Partners and End Users of the Services on any given date during the Term of this Agreement or over any given period during the Term of this Agreement and other non-personally identifiable information reasonably requested

by GOSECURE during the Term of this Agreement to monitor usage of the Services and the applicable fees for such services.

4.3. Compatibility and Services Defects. MSP shall be solely responsible for the compatibility of the Services with the products and services offered by MSP and its Partners and shall promptly report to GOSECURE any defects with respect to the Services or any conflicts between the Services and any MSP or Partner products or services.

4.4. Support of Services. MSP shall provide all Tier 1 and Tier 2 (as defined below) support for the Services and shall maintain a Customer Support Center available to End Users and Partner from 8:00 a.m. to 6:00 p.m. Pacific Standard Time to resolve Customer service, billing and/or other inquiries or questions. MSP shall resolve any and all such Customer service inquiries and trouble calls via such MSP Customer Support Center. "Tier 1" support – This is first contact support and it is provided by "level one" technicians. It is where the majority of support contacts with customers occur. This support can be provided through multiple channels such as telephone, email, web, and chat. If a tier one support case or incident cannot be resolved in a reasonable amount of time then the case is escalated to Tier 2 support. The majority of customer cases are resolved at the tier one level. "Tier 2" support – A case is escalated to Tier 2 when either Tier 1 resources cannot resolve the issue or the case is going to take an extended period of time to research. Tier 2 technicians have a higher level of technical expertise and typically have more experience working with the product suite. "Tier 3" support – This is the highest level of technical support. These technicians take the most difficult of cases and will interface with GOSECURE's development team if they need to be involved in resolving a case.

4.5 Training. MSP shall offer reasonable training and assistance to its Customers with respect to the effective use of the Services.

4.6 Promotion of Services. MSP shall advertise and promote the Services in the Territory as mutually agreed upon by the parties. MSP shall not issue any press release with respect to this Agreement without the express written consent of GOSECURE. GOSECURE shall not be required to provide any advertising or trade show support in the Territory. MSP agrees not to introduce or attempt to sell competitive products or services to an End User or Customer during the Term of the Agreement, including the period during which a subscription to a Service is subject to renewal. Violation of this provision will result in GOSECURE managing the renewal and any other negotiations directly with the End User, and will result in GOSECURE being permitted to terminate this Agreement.

4.7 Governmental Approvals. When applicable, MSP shall assist GOSECURE with obtaining and maintaining any and all governmental approvals or certifications necessary for the

import and/or export of Services in the Territory, which approvals or certifications shall be in GOSECURE's name.

5. GoSecure's Obligations

5.1 GOSECURE agrees that the servers, hardware and third party software used to host and provide the Services shall be maintained by GOSECURE at its sole cost and expense. GOSECURE shall have no obligation to purchase or acquire dedicated servers or hardware for MSP or End Users in connection with any the Services contemplated hereby.

5.2 GOSECURE shall provide MSP, at no charge, in electronic format, with a reasonable supply of Services' literature, marketing information, user documentation and manuals in the English language, provided MSP shall ensure that all applicable GOSECURE notices are included and shall return all documentation upon the expiration or termination of this Agreement.

6. Fees

During the Term of this Agreement, MSP may order the Services from GOSECURE at the applicable fees and prices set forth in GOSECURE's then current Price List. All fees and prices to MSP are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added or other similar taxes, duties or assessments, except taxes based upon GOSECURE's net income. GOSECURE MAY MODIFY THE PRICE LIST FOR ANY SERVICES UNDER THIS AGREEMENT AT ANY TIME UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO MSP. All orders accepted by GOSECURE before the effective date of any fee or price modification shall be at the fee in effect prior to such modification. Thereafter, all orders accepted by GOSECURE shall be at such modified fee. MSP SHALL BE FREE TO UNILATERALLY ESTABLISH ITS FEES TO ITS CUSTOMERS FOR SERVICES. GOSECURE MAY PROVIDE A SUGGESTED RETAIL FEE FOR SERVICES. ALL FEES PURSUANT TO THIS AGREEMENT ARE STRICTLY CONDITIONED UPON MSP's COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN THE EVENT OF ANY BREACH OF THE FOREGOING, GOSECURE MAY AT ITS SOLE OPTION TERMINATE THIS AGREEMENT.

7. Payment Terms

7.1. The terms of payment by MSP are due net 30 days of invoice date, notwithstanding any payment or nonpayment by Customer or Partners.

7.2. In the event that MSP fails to make any payment when due, GOSECURE may, in addition to all other remedies available to it, withhold further Services. MSP agrees to provide such financial information regarding MSP and any of its Partners from time to time as may be reasonably requested by GOSECURE to verify the creditworthiness of MSP and any of its Partners. A late payment charge of one and one-half percent (1 1/2%) per month, or the maximum allowed by law, shall be assessed on all overdue amounts. MSP shall reimburse GOSECURE's costs of collection including, but not limited to reasonable attorneys' fees. Except for taxes based on GOSECURE's net income, MSP shall pay any applicable sales, use, value-added or other similar taxes, duties or assessments, or amounts levied in lieu of such taxes, now or later imposed. Any claim for exemption by MSP shall be effective only after GOSECURE's receipt of all proper exemption documentation and requirements.

8. Orders

All orders of Services shall be made pursuant to purchase orders or written requests (as determined by GOSECURE) issued by MSP to GOSECURE in the form acceptable to GOSECURE. Orders are conditioned upon MSP or its Partner having entered into an End User Services Agreement with the End Users covered by such orders. GOSECURE shall use reasonable effort to meet proposed implementation dates for the Services and shall not be liable for delivery delays. No purchase order, acknowledgment form, or other document or communication from MSP shall amend the terms and conditions of this Agreement.

9. Licenses, Ownership and Restrictions

9.1 License Grant. Subject to MSP and its Partners compliance with the terms of this Agreement, including the entering into End User Services Agreement with each End User and the payment of applicable fees and charges, GOSECURE grants to MSP and its Partners a non-exclusive, non-transferable license to (a) resell the Services to End Users solely for End Users use for internal business purposes and (b) (i) market the Services to End Users, (ii) demonstrate the Services to End Users, and (iii) service and support End Users. Apart from the rights explicitly granted in this Section 9.1, MSP shall have no other right, title, interest ownership or license rights, express or implied, in the Services.

9.2 Ownership; Restrictions on Use. MSP acknowledges that all right, title and interest in the Services, including any and all software and other technology used to provide the Services and any intellectual property rights therein or thereto, including patents, copyrights, trademarks, and trade secrets, shall remain the sole and exclusive property of GOSECURE and its licensors. No title to or ownership of the intellectual property contained in the Services or any part of the Services or GOSECURE's confidential information is transferred to

MSP. MSP acknowledges that the Services as well as all enhancements, updates, modifications, local versions or any derivatives of the Services, and all intellectual property and proprietary rights therein shall remain GOSECURE's property. MSP shall not delete or alter any GOSECURE trade names, trademarks or other insignia which are affixed to the Services or related documentation and may only use such marks in conjunction with its marketing and/or resale of the Services in accordance with GOSECURE's then current guidelines on usage. MSP shall refrain from any other direct or indirect use or registration of such marks or similar marks. Upon expiration or termination of this Agreement, MSP shall take all actions necessary to transfer and assign to GOSECURE, any right, title or interest in and to any of the marks and shall immediately cease to use any mark. MSP shall promptly notify GOSECURE of any claims with respect to the license or use of the Services or to any alleged intellectual property infringement. Except with the express written consent from GOSECURE, MSP agrees that MSP shall not, and shall not permit any third party, to (i) modify, adapt, alter, translate, or create derivative works from the Services or the documentation related thereto; (ii) merge the Services with other software; (iii) allow End Users to resell, export, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Services or the documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services; (v) remove or alter any copyright notices or other notices included in the Services; or (vi) otherwise use or copy the Services except as expressly permitted. Without the limiting the foregoing, the restrictions on use of the Services set forth in this Section shall apply to any Services supplied to GOSECURE by its suppliers.

10. Records and Audit

MSP shall maintain adequate records with respect to the Services. GOSECURE reserves the right to audit by an independent auditor, at GOSECURE's expense, all applicable books and records relating to the Services. Upon prior written notice by GOSECURE and no more than once a calendar year, MSP shall provide access to such records during normal business hours. If an error in fees due in excess of five percent (5%) of the fees paid is found, MSP shall bear the cost of the audit. In addition, MSP shall pay any underpaid amount within thirty (30) days of the audit. All records shall be subject to the confidentiality provisions of this Agreement.

11. No Warranty

MSP ACKNOWLEDGES AND AGREES THAT GOSECURE DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. GOSECURE DOES NOT WARRANT THAT THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE.

12. Confidentiality

For purposes of this Agreement, "Confidential Information" shall mean any information if (i) it is delivered in tangible form marked "confidential", (ii) it is delivered orally and described as confidential at the time of delivery or disclosure, or (iii) the receiving party might reasonably be expected to judge it as confidential. Neither party shall directly or indirectly communicate to any person or other entity any Confidential Information unless (a) such information is already known or independently developed (without use of the Confidential Information) by the receiving party, as evidenced by its business records at the time it was provided; (b) such information is already in the public domain through no fault of a party to this Agreement; (c) the receiving party is required to disclose such information pursuant to law or court order, but only after notifying the other party and allowing the other party an opportunity to obtain a protective or other order (unless prohibited by law or court order); or (d) such information lawfully comes into the receiving party's possession from a third party without any obligation of confidentiality to the disclosing party. Both parties agree to use such Confidential Information only in its performance under this Agreement and shall treat and protect such information in the same manner as it treats its own confidential information, but with not less than reasonable care. The obligations of this Section shall continue for a period of two (2) years after termination or expiration of this Agreement. Any Confidential Information in tangible form shall be returned by the receiving party or the receiving party shall destroy such Confidential Information and certify to the disclosing party such destruction has occurred upon written notice or termination or expiration of this Agreement.

13. GoSecure Indemnity

GOSECURE will defend at its own expense any action against MSP brought by a third party to the extent that the action is based upon a claim that the Services infringes any U.S. or EU patents, trademarks or copyrights of a third party, and GOSECURE will pay those costs and damages finally awarded against MSP in any such action that are specifically attributable to such claim or those costs and damages agreed to in a settlement of such action. The foregoing obligations are conditioned on MSP notifying GOSECURE promptly (but no later than 7 days) in writing of such action; giving GOSECURE sole control of the defense thereof and any related settlement negotiations; and cooperating, at GOSECURE's request and expense in such defense. If the Services becomes, or in GOSECURE's opinion is likely to

become, the subject of an infringement claim, GOSECURE may, at its sole option and expense, either (i) procure for MSP the right to continue using the Services, or (ii) modify the Services so that it becomes non-infringing. If none of the above options are reasonably available, MSP may terminate this Agreement and MSP shall receive reimbursement of all amounts paid to GOSECURE for the previous six (6) months period. Notwithstanding the foregoing, GOSECURE shall have no liability under this Section 13 if (a) the alleged infringement arises directly from (i) the integration of the Services with other equipment or software that were not provided by GOSECURE, (ii) modifications made to the Services without the GOSECURE's consent or (iii) use of the Services other than as directed by GOSECURE's Documentation, if such action would have been avoided but for such use, modification or combination; or (b) MSP is in breach of the terms and conditions of this Agreement.

14. MSP Indemnity

MSP shall defend, indemnify and hold GOSECURE harmless from any claim, suit, damages and expenses (including, but not limited to, attorneys' fees) arising out of (i) the license, servicing and related activities pursuant to this Agreement with respect to the Services by MSP and/or Partners; (ii) the failure of MSP and/or Partners to comply with all applicable laws, rules, and/or regulations regarding the Services; (iii) the failure of MSP and/or Partners to comply with the terms and conditions of this Agreement; (iv) any negligent act or omission of MSP and/or Partner; or (v) any willful misconduct of MSP and/or Partner. GOSECURE may participate in the defense or settlement of any such claim, suit or proceeding with counsel at its expense.

15. Independent Contractor

MSP shall conduct its business under this Agreement as an independent contractor and this Agreement creates no relationship of principal and agent, partner, joint venture, employer-employee or any similar relationship. MSP acknowledges it has paid no fee or sum for the rights to resell the Services and that it does not have any authority to act on GOSECURE's behalf. MSP will not represent itself to be an agent for GOSECURE and will not attempt to create any obligation or make any representation on behalf of or in the name of GOSECURE.

16. Export Controls and Commercial Computer Software

16.1 Export Control. MSP acknowledges that GOSECURE's export of the Services is subject to regulation by the United States which prohibits export or diversion of the Services to certain countries. MSP shall not export or re-export, directly or indirectly, any of the Services to any prohibited or restricted countries. MSP further agrees not to distribute or supply the Services to any person if MSP has reason to believe that such person intends to export, re-export or otherwise transfer the Services to, or use the Services in any of such countries. MSP agrees to seek written assurances from its Customers as may from time to time be requested by GOSECURE. Without limiting the foregoing, MSP shall not commit any act which would, directly or indirectly, violate any United States or local law, regulation, treaty or agreement relating to the export or re-export of the Services. At its expense, MSP shall obtain any government consents, authorizations, or licenses required for MSP to exercise its rights and to discharge its obligations under this Agreement.

16.2 U.S. Government End Users. If MSP's Customer is a branch or agency of the United States Government, the following provision applies. The Services and documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

17 Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS UNDER SECTIONS 13 AND 14, EITHER PARTY'S BREACH OF SECTION 12, OR FOR MSP'S BREACH OF SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR, IN THE CASE OF GOSECURE, FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY MSP FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SERVICES OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF GOSECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18 Insurance

MSP shall secure and maintain during the Term of this Agreement, an insurance policy or policies from carriers adequately protecting GOSECURE against any loss, liability, or expense whatsoever, including product liability, worker's compensation, personal injury, fire, theft, death or property damage in an amount not less than One Million (\$1,000,000) Dollars per occurrence. MSP shall furnish to GOSECURE certificates evidencing all such insurance, designating the other party as an additional insured.

19 General

19.1 Approvals. Each party represents it has the right and authority to enter into this Agreement and it will comply with all applicable laws or regulations of the Territory and the United States.

19.2 Entire Agreement, Amendment and Waiver. This Agreement and the exhibits and addendums hereto supersedes all prior and contemporaneous agreements, representations and understandings and contains the entire agreement between the parties with regard to the subject matter contained herein. MSP acknowledges that it has not relied upon any promise, representation or statement of GOSECURE except as expressly set forth herein. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each party. No failure or delay of GOSECURE in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

19.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. MSP shall not have the right to assign or otherwise transfer its rights or delegate its duties under this Agreement without the express written consent of GOSECURE; any such assignment shall be null and void. GOSECURE may assign this Agreement in the event of a merger, consolidation or the sale of all or substantially all of its assets or stock.

19.4 Notice. Any notice or other communication sent by facsimile will be deemed to have been received on the day it is sent. Any notice or other communication sent by registered or certified mail or courier will be deemed to have been received five (5) business days after its date of posting. All notices shall be sent to the applicable address on the MSP Quotation, as may be amended. Notices may also be sent by email, receipt confirmed.

19.5 Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the state of California, USA, without regard to its choice of law

provisions or policies. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Southern District of California located in San Diego County and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

19.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. The prohibition on or unenforceability of any provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

19.7 Headings. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose. The English language version of this Agreement shall be definitive and shall control over any translation.

19.8 Force Majeure. Both parties shall not be liable to the other for any loss, injury, delay (except for any payment obligations) for expenses or damages arising out of any cause or event not within its reasonable control including, but not limited to: riots, wars or hostilities between any nations; Acts of terrorism; Acts of God, fires, storms, floods or earthquakes; strikes, labor disputes, vendor delays, or shortages or curtailments of raw materials; labor, power or other utility services; governmental restrictions or trade disputes; manufacturing delays; or other contingencies.

19.9 Solicitation. Nothing in this Agreement shall restrict GOSECURE's ability to market, promote, solicit, service, sell, or license its Services or products to any End Users, partners, resellers or anyone else or from doing business with any End Users, partners, resellers, or anyone else.