

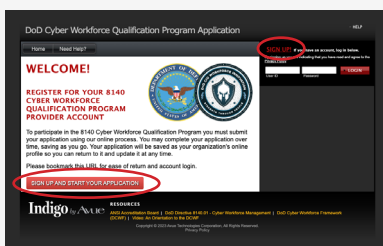


DoD 8140 CYBER WORKFORCE QUALIFICATION PROGRAM

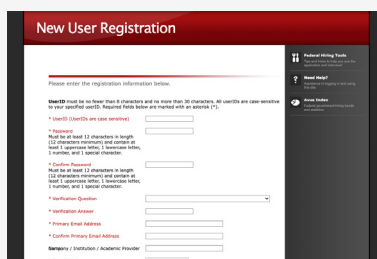
CLICK-THROUGH SERVICE PROVIDER AND AVUE MUTUAL NON-DISCLOSURE AGREEMENT

To access your DoD 8140 provider account, you must review and accept a mutual non-disclosure agreement (NDA) using an online click-through process. As part of the process, the user must represent they are authorized to act on your organization's behalf in accepting the NDA terms. You will receive an email with instructions on retrieving your copy of the fully executed NDA. This Quick Start Guide shows each step.

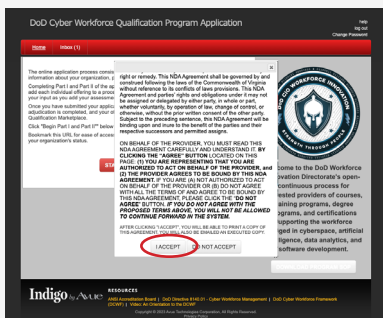
Note: If you are a current account holder, you will be forced to complete this process on a future login. Any user not accepting the agreement will not be allowed to access an account.



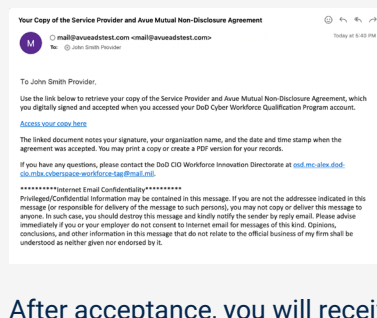
To register for an account, providers click the "Sign Up" button



Provide the mandatory registration data marked in red.



Log into your account. Click-through NDA language appears. Read and scroll to bottom to accept.



After acceptance, you will receive an email notification. Click the link in the email to retrieve your copy of the fully executed NDA.

FULLY EXECUTED MUTUAL NDA AGREEMENT

CLICK-THROUGH SERVICE PROVIDER AND AVUE MUTUAL NON-DISCLOSURE AGREEMENT

- The Service Provider ("Provider") identified at the end of the NDA Agreement below, acting through the user of this application, is entering this DoD Cyber Workforce Qualification Program Application System ("Qualification System") to apply for Department of Defense (DoD) approval of the Provider's program(s) and/or course(s) for use within DoD. The Qualification System is provided by Avue Technologies Corporation ("Avue").
- As part of the application process, the Provider will submit information and materials that the Provider deems confidential and/or proprietary into the Qualification System. Conversely, in the course of the Provider's use of the Qualification System, the Provider will access and be exposed to the design, functions, calculations, data, and operations of the Qualification System, including without limitation matters pertaining to artificial intelligence and machine learning (AIML), all of which Avue deems to be confidential and/or proprietary.
- To protect each party's proprietary and confidential information, the Provider and Avue are entering into this Click-Through Service Provider and Avue Mutual Non-Disclosure Agreement ("NDA Agreement").
- To proceed into the Qualification System, a user authorized to act on behalf of the Provider must first review and indicate the Provider's agreement with the terms of this NDA Agreement. **THE USER CANNOT PROCEED WITH THE APPLICATION UNLESS THE USER ACCEPTS AND AGREES TO THIS NDA AGREEMENT ON THE PROVIDER'S BEHALF.**

THIS NDA AGREEMENT is entered into as of today ("Effective Date") by and between Avue and the Provider. Avue will automatically execute this NDA Agreement concurrent with execution by the user on behalf of the Provider, as provided below.

- Proprietary Information, Ownership, Non-Disclosure and Remedies.**
 - Proprietary Information.** "Proprietary Information" means: (1) In the case of the Provider, all data, information, and materials disclosed by the Provider in the course of the Provider's application for approval using the DoD Cyber Workforce Qualification Program Application System ("Qualification System"); and (2) In the case of Avue, the design, functions, data, and operation of the Qualification System, including, without limitation, all content on all web pages and all matters pertaining to artificial intelligence and machine learning (AIML). The obligations of confidentiality will not apply to any Proprietary Information which: (A) is now, or hereafter becomes, through no fault or involvement on the part of the other party, generally known or available to the public; or (B) can be proven, by clear and convincing evidence, to have been (i) known or lawfully in possession of the other party before the Effective Date, and not subject to an existing confidentiality obligation; (ii) legally obtained from sources without a confidentiality obligation; or (iii) developed by employees or agents of the other party independently of and without reference to any Proprietary Information.
 - Ownership.** All Proprietary Information of each party will remain their sole property.
 - Non-Disclosure.** Each party will hold all Proprietary Information of the other in strict confidence and will not disclose any Proprietary Information to any third party, provided, however, that the Provider understands and agrees that DoD (including its employees and authorized representatives) will access and use the Provider's Proprietary Information as part of the qualification approval process. Neither party will use any Proprietary Information of the other party for any purpose other than the submit and processing of the Provider's application for approval. The confidentiality obligations in this paragraph will survive and continue into perpetuity.
 - Remedies.** Each party agrees that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of the Proprietary Information will cause irreparable harm and significant injury to the other party, and therefore agrees that the owner of the Proprietary Information, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this NDA Agreement, without the necessity of posting any bond or additional security.
- Other Provisions.** This NDA Agreement constitutes the parties' entire agreement concerning the subject matter. No amendment, cancellation, modification, or waiver of any provision of this NDA Agreement will be effective unless in a written agreement signed by both parties. No delay or omission on the part of either party to exercise or avail itself of any right or remedy it has or may have will operate as a waiver of any right or remedy. This NDA Agreement shall be governed by and construed following the laws of the Commonwealth of Virginia without reference to its conflicts of laws provisions. This NDA Agreement and parties' rights and obligations under it may not be assigned or delegated by either party, in whole or in part, whether voluntarily, by operation of law, change of control, or otherwise, without the prior written consent of the other party. Subject to the preceding sentence, this NDA Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

ON BEHALF OF THE PROVIDER, YOU MUST READ THIS NDA AGREEMENT CAREFULLY AND UNDERSTAND IT. BY CLICKING THE "AGREE" BUTTON LOCATED ON THIS PAGE (1) YOU ARE REPRESENTING THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF THE PROVIDER, AND (2) THE PROVIDER AGREES TO BE BOUND BY THIS NDA AGREEMENT. IF YOU ARE (A) NOT AUTHORIZED TO ACT ON BEHALF OF THE PROVIDER OR (B) DO NOT AGREE WITH ALL THE TERMS OF AND AGREE TO BE BOUND BY THIS NDA AGREEMENT, PLEASE CLICK THE "DO NOT AGREE" BUTTON. IF YOU DO NOT AGREE WITH THE PROPOSED TERMS ABOVE, YOU WILL NOT BE ALLOWED TO CONTINUE FORWARD IN THE SYSTEM.

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| MUTUAL NDA AGREED BY PROVIDER: Avue USER AUTHORIZED BY AND ACTING FOR PROVIDER Name: John Smith, Provider Date: 2023-10-25 Timestamp: 20:40:18 | MUTUAL NDA AGREED BY AVUE TECHNOLOGIES CORPORATION By: James D. Miller Title: Co-Chief Executive Officer Date: 2023-10-25 Timestamp: 20:40:18 |
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CLEARED AS AMENDED
For Open Publication

Nov 15, 2023



REAL TIME ASSISTANCE: If you need additional assistance, click the red "Live Chat" button on the right side of your browser screen or email the Avue Help Desk at joeavue@avuetech.com.