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**Cyber Management Systems, LLC.**

**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT GOVERNS BUSINESS INFORMATION AND/OR TECHNICAL INFORMATION ("CONFIDENTIAL INFORMATION") WHICH IS PROPRIETARY TO THE DISCLOSING PARTY. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE CYBERMSS PRODUCTS AND SERVICES. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants contained herein, the parties agree as follows:

1. CLIENT and CYBERMSS each acknowledge that in the pursuit of certain business matters between CYBERMSS and CLIENT, CYBERMSS and CLIENT may elect to disclose to each other certain Confidential Information about its respective business. For the purpose of this Agreement, "Confidential Information" as applied to the party disclosing it ("Disclosing party") may include, but is not limited to, specifications, design plans, drawings, software, data, prototypes, as well as information concerning each party's respective business methods and practices, its personnel, suppliers, customers, marketing and business strategies, business relationships, and other related confidential business information or data, whether written, oral, visual or otherwise.
2. The party who receives the Disclosing party's Confidential Information (the "Recipient Party" or "Receiving Party") agrees that any Confidential Information disclosed hereunder: (i) shall be used by the receiving Party solely for the Purpose of this Agreement, (ii) shall not be distributed, disclosed or disseminated to any third party (except as provided for in this Agreement), (iii) shall only be disclosed to the receiving Party's employees on a need to-know basis for the Purpose of this Agreement, and (iv) shall only be disclosed to third parties both with first, the consent of the disclosing Party and second, provided that (a) such third party has executed a nondisclosure agreement with the originating Party or (b) such third party executes a nondisclosure agreement with the receiving Party containing terms consistent with the requirements herein prior to receiving such information and also containing a provision making the originating Party a third party beneficiary to such agreement.

3. The Recipient Party's obligations shall only extend to information once it is disclosed to the Recipient Party (a) in written, documented, electronic or other tangible form marked "Confidential Information", and (b) in unmarked form (e.g. orally or visually disclosed, e.g. slides) that is identified as such by the disclosing party at the time of disclosure, reduced to writing in summary form, marked as "Confidential" or with an equivalent legend, and delivered to the Receiving Party within thirty (30) days of the disclosure to the Recipient Party.
4. Either Party shall be allowed to make copies of any Confidential Information disclosed by the other so long as the markings on the original information are affixed to all copies (including partial copies) and provided such copies are necessary to fulfill the Purpose of this Agreement. The Receiving Party shall maintain the confidentiality of all Confidential Information with regard to all such copies.
5. Subject to the provisions of Paragraph 6.0 below, the Receiving Party shall maintain Confidential Information in confidence and shall not use such Confidential Information except for the Purpose of this Agreement. The Receiving Party agrees to use the same care and discretion as the Receiving Party uses with respect to similar information of its own, but not less than reasonable care, to avoid unauthorized disclosure, publication, dissemination or use of Confidential Information received hereunder. Should it become necessary for the Receiving Party to disclose the disclosing Party's Confidential Information to a third party as a result of a requirement of law or regulation, it shall be disclosed only to the extent required by law or regulation and, if so permitted, after a five (5) business day prior written notification to the other Party of the requirement for such disclosure.
6. For the purposes of this Agreement, Confidential Information shall not be deemed to include any information which:
  - A. is, or becomes, public knowledge through no wrongful act or omission by the Recipient Party;
  - B. becomes known by the Recipient Party, without restrictions, through disclosure by a third party who, to the Recipient Party's knowledge, is entitled to make the information available to the Recipient Party on the basis so made;
  - C. was known by the Recipient Party prior to disclosure to the Recipient Party by the Disclosing party;
  - D. is disclosed by the Recipient Party with the Disclosing party's prior written authorization; or
  - E. is disclosed by the Disclosing party to a third party without a duty of non-disclosure.
7. In the event that any of the provisions of the Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, that portion shall be severed and a new enforceable provision shall be negotiated by the Parties and substituted therefore to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of the Agreement shall remain in full force and effect.
8. Each Party warrants that it has the right to disclose its Confidential Information for the purposes of this Agreement. IN PROVIDING ANY CONFIDENTIAL INFORMATION HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO ITS ADEQUACY,

ACCURACY, SUFFICIENCY OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM ANY PATENT INFRINGEMENT THAT MAY RESULT FROM THE USE OF SUCH CONFIDENTIAL INFORMATION, NOR SHALL EITHER PARTY INCUR ANY RESPONSIBILITY OR OBLIGATION WHATSOEVER BY REASON OF SUCH CONFIDENTIAL INFORMATION, EXCEPT AS PROVIDED IN THIS AGREEMENT

9. The Recipient Party shall safeguard the Disclosing party's Confidential Information, and any tangible embodiments thereof, against unauthorized disclosure and use. All Confidential Information in written, graphic or other tangible form, including all computer programs, however stored or filed, shall be returned to the Disclosing party upon request. Upon the expiration or termination of this Agreement, the receiving Party shall cease all use of Proprietary Information received hereunder and shall return or destroy all such Proprietary Information, including all copies thereof, and, if destroyed, furnish the disclosing Party with written certification of destruction. Notwithstanding the foregoing, the receiving Party may retain one (1) copy of the disclosing Party's Proprietary Information solely for archival and dispute resolution purposes.
10. The individuals specified in the Transaction Document and is effective on the date set forth in the referencing Transaction Document ("Effective Date") and specifies the terms and conditions agreed between the parties when CONFIDENTIAL INFORMATION is shared between CYBERMSS and the CIENT.

The individuals specified in the Transaction Document are designated as the primary point of contact for receiving notices under this Agreement.

Either Party may change their designated point of contact upon written notice to the other Party.

11. Nothing in this agreement shall, by express grant, implication, estoppel or otherwise, create in the Receiving Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, software documentation or other intellectual property of the disclosing Party.
12. Export regulations may apply to any authorized release of a disclosing Party's Proprietary Information by the receiving Party. This Agreement does not authorize export of technical data. The receiving Party shall control access to information received hereunder in accordance with all applicable U.S. Export laws and regulations.
13. This Agreement will be governed by the laws of the State of Maryland and controlling United States Federal Law, with the exception of its conflict of law's provisions to the extent that any such provisions would dictate that the substantive laws and/or courts of any jurisdiction other than those of this State, apply.
14. The receiving Party acknowledges and agrees that due to the unique nature of the disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will result in irreparable harm to the disclosing Party, and, therefore, that upon any such breach or any threat thereof, the disclosing Party shall be entitled to seek appropriate equitable relief in addition to remedies

it might have at law. The receiving Party shall notify the disclosing Party in writing immediately upon the occurrence of any unauthorized release of Proprietary Information, whether inadvertent or otherwise, and shall use reasonable efforts to prevent or limit any further dissemination of such Information. However, in no event shall either Party be liable hereunder or otherwise for incidental, special, consequential, indirect, and punitive or multiple damages, interest or attorneys' fees.

15. Confidential Information received hereunder shall be protected by the Receiving Party for a period of five (5) years from the date of last disclosure.
16. Unless terminated earlier, this Agreement shall expire five (5) years from the Effective Date of this Agreement. The term of this Agreement may be extended by mutual written agreement between the Parties. This Agreement may be terminated earlier by either Party upon ninety (90) days' written notice to the other Party. However, expiration or termination shall not affect the rights and obligations of the Parties hereunder with respect to Confidential Information disclosed prior to the effective expiration or termination date.
17. Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party's assets) without the prior consent in writing from the other Party, which consent shall not be unreasonably withheld.
18. Neither Party shall recruit, solicit, or otherwise attempt to hire or hire, directly or indirectly the employees of the other during the term of this Agreement and two (2) years after the termination or expiration of this agreement without the prior written permission of the other Party. This restriction shall not apply to any individual employed by the other who voluntarily seeks employment with the other Party on their own initiative or in response to employment advertisements in the newspapers, trade publications or other public commercial media or as an unsolicited walk-in candidate.
19. This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereto and supersedes all previous agreements, between the parties, whether expressed, implied, written or oral. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of each party.