

Privacy Policy for TrainOnQ's COGENT Cyber Range™

Effective Date: 03-22-2022 | Date Last Updated: 05-24-2025

TrainOnQ, LLC ("**TrainOnQ**", "**we**", "**our**", or "**us**") is committed to protecting the privacy and security of users of the COGENT Cyber Range platform ("**COGENT**", "**Platform**", or "**Service**"). This Privacy Policy describes how we collect, use, share, and protect your personal information when you use our training systems, websites, and associated services.

This policy is designed to comply with applicable privacy regulations, including:

- California Consumer Privacy Act (CCPA)
- Family Educational Rights and Privacy Act (FERPA)
- General Data Protection Regulation (GDPR)
- Federal Information Security Management Act (FISMA)
- FedRAMP security control alignment (for government-authorized cloud environments)

1. Information We Collect

a. User-Provided Information

- Full name, email, contact details
- Employer or academic affiliation, role or title
- Account credentials and training preferences
- Training activity, assessment results, feedback, and communication records

b. Automatically Collected Information

- IP address, device/browser type
- Session activity logs and time stamps
- Usage metrics for training module engagement, navigation behavior, and performance

c. Institutional or Third-Party Data

- Enrollment and training assignments from your employer, agency, or academic institution
- Federated authentication or identity provider (SSO) information
- Performance metadata used for analytics and curriculum design

2. Legal Basis for Processing (GDPR)

If you are located in the European Economic Area (EEA), we process your personal data based on:

- Consent (e.g., registration forms)
- Legitimate interests (e.g., workforce training analytics)
- Performance of a contract (e.g., access to paid services)
- Legal obligations (e.g., FERPA, audit requirements)

3. **How We Use Your Information**

We use your data to:

- Provide personalized access to the COGENT Cyber Range and training modules
- Assess skill gaps and progress via dashboards and reports
- Support instructor, employer, and manager oversight
- Improve the platform and customize future offerings
- Meet legal, regulatory, and accreditation requirements

4. **Data Sharing and Disclosure**

We do not sell your data. We may share limited information:

- With your institution or employer for performance monitoring
- With authorized vendors under strict data processing agreements (DPAs)
- With government entities for regulatory or contract compliance
- As required by law, subpoena, or national security obligations
- With your explicit consent

5. **Student Privacy (FERPA Compliance)**

If you use COGENT via a school or college, your data is subject to FERPA. We protect educational records and only share student data:

- With school officials (instructors, admins) with legitimate educational interest
- With consent or where permitted by FERPA exceptions

6. **California Residents (CCPA Notice)**

If you reside in California, you have the right to:

- Know what personal information we collect and how it is used
- Request access to, correction, or deletion of your data
- Opt out of any “sale” of personal data (we do not sell data)
- Designate an authorized agent to act on your behalf

To exercise your rights, contact: privacy@trainonq.com

7. **International Users and GDPR Rights**

If you are an EU/EEA resident, you may:

- Access or correct your data
- Request deletion (“right to be forgotten”)
- Object to or restrict processing
- Request data portability
- Withdraw consent at any time

You may lodge a complaint with your local data protection authority.

8. **Data Security and Federal Standards**

We apply strong safeguards aligned with:

- FedRAMP Moderate security controls (for cloud-hosted data)
- FISMA low/moderate security baselines (for federal training environments)
- Role-based access control (RBAC), encryption at rest and in transit, MFA, and audit logging

9. **Data Retention**

Data is retained only as long as needed to:

- Fulfill training and regulatory obligations
- Meet institutional or contractual requirements
- Support ongoing analytics and workforce development

Retention periods vary depending on your organization's agreements.

10. **Cookies and Tracking**

We use minimal cookies:

- Session cookies for authentication
- Functional cookies to improve usability

We do not use third-party advertising or behavioral tracking cookies.

11. **Children's Privacy (COPPA)**

COGENT is not directed to children under 13 without verified parental or school consent. If we become aware of data collected from children without consent, we will promptly delete it.

12. **Changes to This Policy**

We may revise this policy to reflect legal, technical, or business changes. We will notify users of material updates via email or platform notice.

Contact Us

To request access, correction, or deletion of your data or to exercise your rights under applicable privacy laws:

TrainOnQ LLC dba COGENT Cyber Range™
Scottsdale, AZ 85258
480-999-2255
Email: privacy@trainonq.com

Terms and Conditions TrainOnQ COGENT Cyber Range
Effective Date: 22-APRIL-2024 | Last Updated: 04-JUNE-2025

These Terms and Conditions ("**Agreement**") govern your use of the COGENT Cyber Range platform ("**Platform**"), operated by TrainOnQ, LLC ("**TrainOnQ**," "**we**," "**our**," or "**us**"). By accessing or using the Platform, you agree to be bound by these Terms and Conditions. If you do not agree, do not use the Platform.

1. Eligibility and Access

- You must be at least 18 years old or authorized by an academic or institutional program to use the Platform.
- Access is granted solely for educational, training, or evaluation / workforce assessment purposes as designated by your organization or employer.

2. Account Responsibility

- You are responsible for maintaining the confidentiality of your login credentials.
- You agree to notify TrainOnQ immediately of any unauthorized use or suspected breach.

3. Acceptable Use You agree not to:

- Modify, reverse engineer, or decompile the Platform.
- Use the Platform for any unlawful purpose or in violation of any applicable law.
- Attempt to access or interfere with accounts, systems, or data not authorized to you.
- Disrupt the normal operation of the Platform or conduct load testing without consent.

4. Intellectual Property

- All content, simulations, scenarios, and tools provided through the Platform are owned by TrainOnQ or its licensors.
- You may not copy, distribute, or use content beyond what is permitted under your license or subscription.

5. Service Availability

- The Platform is provided "as is" and "as available."
- We make no guarantees regarding uptime, but we strive to maintain reliable access. Planned maintenance or emergency downtime may occur.

6. Payment and Subscription (if applicable)

- Fees and payment terms are governed by the agreement between TrainOnQ and your institution or organization.

- No refunds will be issued for unused or partially used subscriptions unless otherwise agreed in writing.

7. Termination

- We may suspend or terminate access if you violate these terms or engage in prohibited conduct.
- Upon termination, your right to use the Platform immediately ceases, and we may delete your data unless otherwise agreed.

8. Limitation of Liability

- To the fullest extent permitted by law, TrainOnQ shall not be liable for any indirect, incidental, or consequential damages.
- Our total liability under this Agreement is limited to the fees paid for access to the Platform in the 12 months preceding the claim.

9. Indemnification You agree to indemnify and hold harmless TrainOnQ from any claim, damage, or expense arising out of your violation of these terms or misuse of the Platform.

10. Governing Law This Agreement shall be governed by the laws of the State of Arizona, courts of the City of Phoenix without regard to its conflict of law principles.

11. Modifications to Terms We reserve the right to update these Terms at any time. We will notify users of material changes via email or Platform notice.

12. Contact Us TrainOnQ, LLC
8094 Via Del Arbor
Scottsdale, AZ 85258
Email: legal@trainonq.com

END USER LICENSE AGREEMENT (EULA)

TrainOnQ - COGENT Cyber Range

Role-Based Skills Training (RBST)

Effective Date: May 28, 2025

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY BEFORE ACCESSING OR USING THE TRAINONQ - COGENT CYBER RANGE PLATFORM. BY ACCESSING, REGISTERING FOR, OR USING THE RBST SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. License Grant

TrainOnQ, LLC (“TrainOnQ”, “we”, “us”, or “our”) grants you a limited, non-exclusive, non-transferable, revocable license to access and use the COGENT Cyber Range platform NIST NICE (**RBST**) Role Based Skills Training packages and related content solely for personal or internal organizational training purposes, subject to the terms of this EULA.

2. Permitted Use

You may access and use our online training modules, simulations, assessments, exercises, and downloadable materials as authorized by your subscription tier. Your license is limited to the subscription period and is non-transferable upon your accessing the training.

Prohibited actions include (but are not limited to):

- Copying, modifying, reselling, or redistributing the content
- Sharing login credentials with unauthorized users
- Reverse-engineering, decompiling, or attempting to derive source code from any part of the platform
- Circumventing access restrictions or security mechanisms

3. Subscription & Payment Terms

RBST access is provided on the basis of the following subscription types:

- Per User / Per Month (with contractual agreements only)
- Per Semester (4 calendar months)
- Annual (with contractual terms and agreements only)
- other Custom Terms by Agreement

Once a user has accessed and initiated any training module, all fees become non-refundable for the entire package. Payment terms and invoicing may be further defined in your individual or institutional agreement with TrainOnQ.

4. Special User Categories

Access is granted to:

- Educational institutions
- Federal, state, and local government agencies

- Commercial teams and enterprise clients

Licenses may be provided for individual or group use, depending on agreement type.

5. Account Responsibilities

You are responsible for maintaining the confidentiality of your account credentials. You agree to notify TrainOnQ immediately upon discovering unauthorized access or suspected breach. We reserve the right to suspend or terminate access if misuse or violations are detected. Accounts are monitored in real-time, and alerts of violations are investigated.

6. Intellectual Property

All content, materials, simulations, software, and platform architecture are the intellectual property of TrainOnQ or its licensors. You are granted no ownership rights by this agreement. All rights not expressly granted are reserved.

7. Data Use & Analytics

We anonymize all personally identifiable trainee data. Training results and interaction data are used in aggregate to improve platform performance, instructional design, and workforce effectiveness insights. For details, please refer to our Privacy Policy.

8. Privacy Policy

Your use of the platform is governed by our Privacy Policy (<https://www.trainonq.com/rbst-privacy>), which outlines data collection, use, storage, and your rights.

9. Availability and Service Updates

We strive to provide uninterrupted access but do not guarantee the platform will be error-free or continuously available. TrainOnQ reserves the right to modify, update, or discontinue any aspect of the platform without notice.

10. Termination

This license terminates:

- At the end of your subscription period
- If you violate any terms of this agreement
- If otherwise specified in a custom agreement

Upon termination, all access shall cease, and any downloaded materials must be deleted.

11. Disclaimers

The RBST platform is provided "AS IS" without warranties of any kind. TrainOnQ disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

12. Limitation of Liability

To the maximum extent permitted by law, TrainOnQ shall not be liable for indirect, incidental, special, or consequential damages. Total liability for any claim shall not exceed the amount paid by you in the twelve months preceding the claim.

13. Export Compliance

You agree to comply with all applicable U.S. and international export laws related to software and content delivery.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles.

15. Changes to This Agreement

We may update this EULA from time to time. Continued use of the platform constitutes acceptance of the revised terms. Notifications of updates will be posted on the platform or delivered via registered email.

16. Contact Information

TrainOnQ - COGENT Cyber Range
Support: support@cogencyberrange.com
Support: 480-879-3132
Office: 480-999-2255 auto-attendant

Mailing Address:

TrainOnQ LLC dba COGENT Cyber Range
8094 Via Del Arbor
Scottsdale, AZ 85258

Direct Partnership Capabilities and Value

TrainOnQ LLC Capabilities

Direct Partnership and Value TrainOnQ LLC specializes in workforce evaluation, cybersecurity skills training design, and delivery, closely aligned with specific job roles and activities. Our services address critical IT and OT/ICS cybersecurity skills, enhancing organizational readiness and effectiveness through detailed workforce evaluations and job task analyses (JTAs).

Core Competencies TrainOnQ provides tailored cybersecurity training for commercial, government, and academic sectors, aligned with leading cybersecurity workforce frameworks such as NIST NICE, MITRE ATT&CK, NCAE, and NIST SP 800-82 R2 (ICS Security Guide). Utilizing our COGENT Cyber Range, we develop role-specific skills, identify workforce gaps, and offer measurable results through real-time training performance dashboards.

Key Capabilities:

- **Role-Specific Training:**
 - SOC Analysts, Incident Responders, Forensic Investigators, OT Engineers, Technicians, and more.
- **Performance Validation:**
 - Observational reviews and assessments of critical cybersecurity roles and tasks.
- **Custom Infrastructure Emulations:**
 - Tailored training environments simulating real-world IT and OT systems, and common attacks and malfunctions for enabling precise practice, ensuring accuracy under pressure for a quick response.
- **Actionable Reporting:**
 - Comprehensive dashboards reflecting Job Task Analysis (JTA) to guide decision-making and skill development.

IT/OT Skills Offerings:

- **Pre-Built Role-Based Skills Training (RBST):**
 - Subscription-based critical role training mapped to workforce standards.
- **Professional Services (SOW-driven):**
 - IT/OT workforce evaluations to identify skill gaps and over/under-tasked roles.

- Validation Observational Assessments (VOA) to verify role proficiency.

Human Risk Mitigation: Through the ANM Direct Partnership, TrainOnQ and COGENT Cyber Range provide targeted cybersecurity skill assessments and training to address specific workforce gaps, ensuring highly capable teams.

- **Mission-Focused Simulations:** Realistic role-based scenarios for rapid and accurate decision-making under pressure.
- **Work Role Alignment:** Training directly connected to actual job functions per NIST NICE and MITRE ATT&CK frameworks.
- **OT/ICS Specialized Training:** Expertise in critical infrastructure sectors (water, energy, transportation).
- **Outcome-Based Contracting:** Ideal for public sector and academic clients.

TrainOnQ / COGENT Range Information	POC and Contact
<ul style="list-style-type: none"> - DUNS / UEI: 127672532 Created 2021 - SAM: Unique Entity ID: RJDGZHCXF4E8 - CAGE Code: 0QEN7 - NAICS Codes: 541519, 611420, 541690, 541512 - Small Business: Yes (self-certified) 	Craig Cocciola Scottsdale Arizona craig@trainonq.com office 480.999.2255 www.trainonq.com corporate www.cogentcyberrange.com training site www.cyberworkforcecenter.com evaluations