



SALES CANVAS AI

Closed Beta Testing NDA & Incentive Agreement

NON-DISCLOSURE AND BETA TESTING AGREEMENT

This Agreement is entered into on _____ ("Effective Date") by and between **Sales Canvas AI Inc.**, a Delaware corporation ("Disclosing Party"), and

_____ (name / company) ("Receiving Party"),

an individual residing at

_____ (address).

1. Definition of Confidential Information

Confidential Information includes all information disclosed by Disclosing Party, including but not limited to: source code, object code, software designs, user interfaces, feature lists, product roadmaps, user documentation, login credentials, and any performance data or benchmarks.

2. Purpose of Disclosure & Feedback Ownership

The Receiving Party is granted access solely to evaluate, test, and provide feedback on the closed beta version of **SalesCanvas.ai** ("Beta Product"). Any suggestions, feedback, bug reports, or ideas provided by the Receiving Party shall become the sole and exclusive property of the Disclosing Party without any obligation of compensation.

3. Restrictive Covenants

The Receiving Party strictly agrees NOT to:

- Decompile, disassemble, or reverse engineer the Beta Product.
- Share screenshots, video recordings, or feature descriptions publicly or with third parties.
- Publish blog posts, social media reviews, or benchmarks regarding their testing experience.
- Allow unauthorized users to access the testing account or environment.

4. Tester Incentive & Conditions

In consideration for active participation and compliance with this Agreement, Disclosing Party shall provide Receiving Party with a **six (6) month free subscription** to the commercial version of the Beta Product upon its official public launch. This incentive is explicitly contingent upon the Receiving Party fully responding to and completing all feedback requests made by the Disclosing Party during the testing period, as well as complying with all confidentiality obligations herein. Failure to maintain confidentiality or complete requested feedback forfeits this incentive immediately.

5. Term and Termination

The obligations of confidentiality shall survive for a period of three (3) years from the Effective Date, or until the Confidential Information becomes public knowledge through no fault of the Receiving Party.

6. Governing Law and Jurisdiction

This Agreement, and all claims or causes of action arising out of it, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles. The parties select the state and federal courts located in **Contra Costa County, California**, as the exclusive venue for any legal proceedings.

7. No Warranty

The Beta Product is provided "as is" for testing purposes only. Disclosing Party makes no warranties, express or implied, regarding its stability, security, or performance.

Disclosing Party:

Authorized Signature: _____

Name/Title: _____

Receiving Party (Tester):

Authorized Signature: _____

Name/Title: _____