

Beta Tester Non-Disclosure Agreement

Effective Date: April 14, 2026
mAlvn, LLC | 3368 100th St, Urbandale, IA 50322

Preamble

This Non-Disclosure Agreement ("Agreement" or "NDA") is entered into as of the date of electronic acceptance (the "Effective Date") by and between:

Disclosing Party: mAlvn, LLC, an Iowa limited liability company, with its principal place of business at 3368 100th St, Urbandale, IA 50322 ("mAlvn"); and

Receiving Party: The individual or entity accepting this Agreement by electronic signature, click-through acceptance, or other authenticated means through the mAlvn Developer Portal ("Beta Tester" or "you").

mAlvn and Beta Tester are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, mAlvn desires to grant Beta Tester access to certain pre-release software, services, features, and related materials (the "Beta Program") for the purpose of evaluation, testing, and providing feedback; and

WHEREAS, in connection with the Beta Program, mAlvn will disclose Confidential Information to Beta Tester, and the Parties wish to protect such information;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 "Beta Materials" means any pre-release software, APIs, SDKs, documentation, tools, features, user interfaces, technical specifications, and related materials provided by mAlvn to Beta Tester in connection with the Beta Program, regardless of the format or medium of delivery.

1.2 "Confidential Information" means any and all non-public information disclosed by mAlvn to Beta Tester in connection with the Beta Program, whether disclosed orally, in writing, electronically, or by any other means, including but not limited to:

- Beta Materials, including all pre-release features, functionality, and user interfaces;
- API specifications, endpoints, data models, and protocol documentation not yet publicly released;
- SDK internals, architecture decisions, and implementation details;
- Performance benchmarks, load testing results, scalability metrics, and optimization strategies;
- Security architecture, threat models, encryption implementations, and vulnerability assessments;

- AI agent orchestration algorithms, planning strategies, and execution pipeline internals;
- Product roadmaps, feature plans, release schedules, and development priorities;
- Technical discussions, bug reports, and issue tracking information shared during the Beta Program;
- The existence, scope, and terms of the Beta Program itself.

1.3 "Feedback" means any suggestions, ideas, enhancement requests, bug reports, recommendations, comments, or other feedback provided by Beta Tester regarding the Beta Materials or the Beta Program.

2. Obligations of Beta Tester

2.1 Non-Disclosure. Beta Tester shall:

- Hold all Confidential Information in strict confidence;
- Not disclose any Confidential Information to any third party without the prior written consent of mAlvn;
- Not publish, post, or share any Confidential Information on social media, blogs, forums, code repositories, or any other public or semi-public platform;
- Not discuss the Confidential Information with any person who is not a party to this Agreement or who has not separately executed a non-disclosure agreement with mAlvn covering the same Confidential Information.

2.2 Use Restriction. Beta Tester shall use the Confidential Information solely for the purpose of participating in the Beta Program, including testing, evaluating, and providing Feedback on the Beta Materials. Beta Tester shall not use the Confidential Information for any other purpose, including but not limited to developing competing products or services.

2.3 Standard of Care. Beta Tester shall protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

2.4 Access Limitation. Beta Tester shall limit access to the Confidential Information to those of its employees, contractors, or agents who: (a) have a need to know for the purposes of the Beta Program; and (b) are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

2.5 No Reverse Engineering. Beta Tester shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Beta Materials, except to the extent expressly permitted by applicable law that cannot be waived by contract.

2.6 No Copying or Distribution. Beta Tester shall not copy, reproduce, distribute, or create derivative works of the Beta Materials, in whole or in part, except as expressly authorized in writing by mAlvn.

3. Exclusions from Confidential Information

The obligations of confidentiality under this Agreement do not apply to information that Beta Tester can demonstrate:

- Was publicly available at the time of disclosure or becomes publicly available thereafter through no fault or action of Beta Tester;
- Was already in Beta Tester's possession at the time of disclosure without any obligation of confidentiality, as evidenced by contemporaneous written records;
- Is independently developed by Beta Tester without reference to or use of the Confidential Information, as evidenced by contemporaneous written records;
- Is rightfully received by Beta Tester from a third party who is not under an obligation of confidentiality with respect to such information;
- Is approved for release in writing by an authorized representative of mAlvn.

4. Permitted Disclosures

Notwithstanding the foregoing, Beta Tester may disclose Confidential Information to the extent required by applicable law, regulation, or legal process, provided that Beta Tester:

- Provides mAlvn with prompt written notice of such requirement (to the extent legally permitted) to allow mAlvn to seek a protective order or other appropriate remedy;
- Cooperates with mAlvn in seeking such protective order or remedy;
- Discloses only the minimum amount of Confidential Information required to satisfy the legal obligation; and
- Uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

5. Intellectual Property and Feedback

5.1 Ownership of Beta Materials. All Beta Materials, including all intellectual property rights therein, are and shall remain the exclusive property of mAlvn. Nothing in this Agreement grants Beta Tester any right, title, or interest in the Beta Materials except the limited right to use them for the purposes of the Beta Program.

5.2 Feedback License. Beta Tester hereby grants mAlvn a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, distribute, display, perform, and create derivative works of any Feedback provided by Beta Tester, for any purpose, without attribution or compensation to Beta Tester.

5.3 No Implied Rights. Except as expressly set forth in this Agreement, no license, right, or interest is granted to Beta Tester under any patent, copyright, trademark, trade secret, or other intellectual property right of mAlvn, whether by implication, estoppel, or otherwise.

6. No Warranty; Assumption of Risk

THE BETA MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MAIVN SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Beta Tester acknowledges and agrees that: (a) the Beta Materials are pre-release and may contain bugs, errors, defects, and other issues; (b) the Beta Materials may not function correctly or as described; (c) use of the Beta Materials may result in unexpected behavior, data loss, or system instability; and (d) Beta Tester assumes all risks associated with its use of the Beta Materials.

MAIVN SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO BETA TESTER'S USE OF THE BETA MATERIALS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

7. Term and Termination

7.1 Term. This Agreement is effective as of the Effective Date and shall continue in effect until the earlier of: (a) the conclusion of the Beta Program as determined by mAlvn; (b) the general commercial release of the Beta Materials; or (c) termination by either Party in accordance with this Section.

7.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, upon written notice to the other Party. mAlvn may also terminate this Agreement immediately if Beta Tester breaches any provision of this Agreement.

7.3 Survival of Confidentiality. The confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement and shall continue for a period of two (2) years following the date of termination or expiration, or until the Confidential Information ceases to qualify as confidential, whichever occurs first.

7.4 Return or Destruction. Upon termination or expiration of this Agreement, or upon mAlvn's written request, Beta Tester shall promptly: (a) cease all use of the Beta Materials and Confidential Information; (b) return or destroy all copies of the Beta Materials and any materials containing Confidential Information in Beta Tester's possession or control; and (c) provide written certification of such return or destruction upon mAlvn's request. Notwithstanding the foregoing, Beta Tester may retain one archival copy of the Confidential Information solely for the purpose of monitoring compliance with this Agreement, provided such copy is maintained in a secure location with restricted access.

8. Remedies

Beta Tester acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to mAlvn for which monetary damages may be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, mAlvn shall be entitled to seek injunctive and other equitable relief to prevent or restrain any breach or threatened breach of this Agreement, without the requirement of posting a bond or other security and without the necessity of proving actual damages.

The remedies set forth in this Agreement are cumulative and not exclusive of any other remedies available under law or equity.

9. Beta Program Participation

9.1 No Obligation. Participation in the Beta Program is voluntary. mAlvn has no obligation to make the Beta Materials generally available, to continue the Beta Program, or to provide any updates, patches, or support for the Beta Materials.

9.2 Cooperation. Beta Tester agrees to cooperate with mAlvn in good faith during the Beta Program, including: (a) testing the Beta Materials as reasonably directed by mAlvn; (b) promptly reporting bugs, errors, and issues; (c) providing Feedback in a timely and constructive manner; and (d) completing surveys or questionnaires related to the Beta Program as reasonably requested.

9.3 Data Collection. Beta Tester acknowledges that mAlvn may collect usage data, performance metrics, error logs, and other technical information during the Beta Program to improve the Beta Materials and the Service. Such data collection is subject to mAlvn's Privacy Policy.

10. Governing Law and Dispute Resolution

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, United States of America, without regard to its conflict of laws principles.

10.2 Jurisdiction. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Polk County, Iowa. Each Party consents to the personal jurisdiction of such courts and waives any objection to venue therein.

10.3 Prevailing Party. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

11. General Provisions

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether oral or written, relating to the subject matter of this Agreement.

11.2 Amendments. This Agreement may not be amended or modified except by a written instrument signed by both Parties or by mAlvn's posting of an updated version of this Agreement, continued participation in the Beta Program after such posting constituting acceptance of the amended terms.

11.3 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time.

11.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

11.5 Assignment. Beta Tester may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of mAlvn. mAlvn may assign this Agreement without restriction.

11.6 Notices. All notices under this Agreement shall be sent to hello@maivn.io for mAlvn, and to the email address associated with Beta Tester's account.

11.7 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

11.8 Electronic Acceptance. Beta Tester acknowledges that electronic acceptance of this Agreement through the mAlvn Developer Portal (including click-through acceptance and authenticated digital signature) constitutes a valid and binding signature under the federal Electronic Signatures in Global

and National Commerce Act (E-SIGN Act, 15 U.S.C. 7001 et seq.) and the Iowa Uniform Electronic Transactions Act (Iowa Code Chapter 554D).

12. Contact Information

For questions about this Non-Disclosure Agreement or the Beta Program, please contact:

mAlvn, LLC
3368 100th St
Urbandale, IA 50322
United States
Email: hello@maivn.io