



IT AUDIT FACTORY

BETA EVALUATION AND CONFIDENTIALITY AGREEMENT

Version 1.0 | Effective upon Provider acceptance after receipt of Participant signature

IMPORTANT: No beta license key or activation credential will be issued until IT Audit Factory receives a signed copy of this Agreement at sales@ItAuditfactory.com and verifies acceptance. After verification, IT Audit Factory Support may issue the approved beta key or access instructions.

This Beta Evaluation and Confidentiality Agreement ("Agreement") is between IT Audit Factory ("Provider") and the organization identified in the signature block below ("Participant"). The individual signing for Participant represents that they are authorized to bind Participant. Provider accepts this Agreement by issuing beta access after receiving the signed Agreement.

1. Purpose and Beta Status

Provider is making pre-release, evaluation, trial, preview, or beta versions of IT Audit Factory software, services, installers, license keys, documentation, reports, test materials, and related information available solely for internal evaluation and feedback. Beta Materials may be incomplete, change without notice, contain defects, or be withdrawn at any time. Beta participation does not create a production license, certification, warranty, or commitment to commercial availability.

2. Definitions

"Beta Materials" means all beta software, binaries, installers, update packages, keys, activation credentials, documentation, screenshots, non-public reports, sample data, APIs, roadmaps, designs, security information, technical information, and other materials supplied by Provider in connection with the beta program.

"Confidential Information" includes the Beta Materials and all non-public information concerning Provider's technology, product design, architecture, features, security controls, pricing, roadmaps, test results, defects, performance, source or object code characteristics, business methods, and beta program.

"Competitor" means a person or organization that develops, markets, sells, operates, or materially assists a product or service that competes with IT Audit Factory in audit, compliance, evidence management, assessment, governance, certification-readiness, security-assessment, or related software or services.

3. Limited Beta License

Subject to this Agreement, Provider grants Participant a limited, temporary, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use the approved Beta Materials solely for Participant's internal evaluation on systems Participant owns or is expressly authorized to assess. All rights not expressly granted are reserved by Provider.

- Participant may use only the edition(s), users, environments, organizations, clients, systems, and scope approved by Provider.
- Participant may make only the copies reasonably necessary for the approved evaluation and may not remove proprietary notices, signatures, watermarks, copyright notices, or technical protections.



- Beta access may be suspended or revoked immediately for breach, suspected key compromise, misuse, security risk, or termination of the beta program.

4. License Keys, Credentials, and Access Controls

Any beta license key, activation credential, download link, installation identifier, token, or other access mechanism is confidential and is issued only for the approved Participant and approved scope.

- Participant must not share, publish, post, sell, lend, sublicense, transfer, reuse, or disclose a beta key or activation credential to any other person, affiliate, contractor, customer, client, vendor, or third party without Provider's prior written authorization.
- Participant must not place keys or credentials in public repositories, tickets, screenshots, chat systems, source code, documentation, or other locations accessible outside the approved evaluation team.
- Participant must promptly notify support@ltauditfactory.com if a key, credential, installer, or private download link is lost, exposed, copied, or suspected to be compromised.
- Provider may bind keys to installation identifiers, devices, users, organizations, or other technical controls and may revoke or rotate keys at any time.

5. Intellectual Property and Ownership

Provider and its licensors retain all right, title, and interest in and to the Beta Materials, including all intellectual property rights, software, code, algorithms, user-interface designs, control mappings, evidence models, assessment logic, reports, documentation, trademarks, trade secrets, inventions, improvements, and derivative works. Participant receives no ownership interest in the Beta Materials.

Participant retains ownership of Participant data and materials that Participant lawfully supplies for testing. Provider does not acquire ownership of Participant's pre-existing intellectual property merely because it is used with the Beta Materials.

6. Prohibited Competitive Use and Third-Party Submission

Participant may independently evaluate other products, but Participant must not disclose, deliver, submit, upload, transmit, demonstrate, or otherwise make the Beta Materials or Provider Confidential Information available to a Competitor or to a third-party vendor for competitive analysis, product replication, benchmarking, model training, reverse engineering, product improvement, or similar competitive purpose without Provider's prior written consent.

- Participant must not provide installers, keys, screenshots, architecture details, reports about Provider behavior, defect information, performance data, non-public documentation, or other Beta Materials to a Competitor.
- Participant must not upload Beta Materials to public repositories, public malware-analysis portals, public code-scanning services, public AI/model-training services, or other third-party systems that may retain, redistribute, train on, or expose the materials, unless Provider expressly authorizes the specific service in writing.
- Participant must not use the Beta Materials or Confidential Information to design, train, develop, improve, or assist a competing product or service.
- Participant must not publish or provide comparative benchmarks, product rankings, competitive analyses, security findings, screenshots, or performance results concerning the beta without Provider's prior written approval.



7. Reverse Engineering and Technical Restrictions

Except to the extent a restriction is prohibited by applicable law, Participant must not reverse engineer, decompile, disassemble, decode, translate, derive source code from, bypass technical protections of, tamper with, or attempt to discover non-public algorithms, methods, protocols, cryptographic material, license mechanisms, or internal structure of the Beta Materials.

Security testing of Participant's own authorized environment using the product is permitted within the approved scope. Testing directed at Provider infrastructure, licensing systems, update services, support systems, or other Provider-controlled services requires Provider's prior written authorization.

8. Confidentiality Obligations

Participant will protect Confidential Information using at least the same degree of care it uses to protect its own similarly sensitive information, and no less than reasonable care. Participant may disclose Confidential Information only to its personnel who have a need to know for the approved beta evaluation and who are bound by confidentiality obligations at least as protective as this Agreement.

Confidentiality obligations do not apply to information Participant can document: (a) was lawfully known without restriction before disclosure; (b) becomes public through no breach by Participant; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of Provider Confidential Information. If disclosure is legally required, Participant will provide prompt notice when legally permitted and disclose only what is required.

These confidentiality obligations continue for five (5) years after termination, except trade secrets and license/security credentials must be protected for as long as they remain trade secrets or confidential credentials under applicable law.

9. Feedback

Participant may provide suggestions, defect reports, ideas, comments, workflow observations, and other feedback. Participant grants Provider a perpetual, worldwide, irrevocable, royalty-free right to use, reproduce, modify, incorporate, commercialize, and otherwise exploit feedback without restriction or payment, provided Provider does not obtain ownership of Participant's pre-existing technology, data, or confidential information merely through the feedback process.

10. Authorized Data and Testing

Participant is responsible for ensuring it has all rights and authorizations necessary to use any systems, data, credentials, client information, evidence, or other materials in the beta. Participant will not use the beta to access or test systems without authorization. Participant should use non-production, demo, synthetic, or appropriately sanitized data when practical and must comply with applicable privacy, confidentiality, contractual, and security obligations.

11. Responsible Disclosure

Participant will report suspected vulnerabilities, security defects, license bypasses, data exposure, or material product defects directly to support@Itauditfactory.com or sales@ItAuditfactory.com and will not publicly disclose them or provide them to a Competitor before Provider has had a reasonable opportunity to investigate and remediate.



12. No Publicity or Public Statements

Participant may not issue press releases, public statements, marketing claims, testimonials, screenshots, demonstrations, social-media posts, videos, conference materials, or other public disclosures identifying non-public beta functionality without Provider's prior written approval. Participant may truthfully state that it is participating in a private IT Audit Factory beta only if Provider has expressly authorized that statement.

13. Beta Disclaimer

THE BETA MATERIALS ARE PRE-RELEASE AND ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR EVALUATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND ERROR-FREE OPERATION. BETA RESULTS ARE ADVISORY AND DO NOT CONSTITUTE CERTIFICATION, ATTESTATION, LEGAL ADVICE, OR A GUARANTEE OF COMPLIANCE OR SECURITY.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, PROFITS, REVENUE, BUSINESS, GOODWILL, OR USE ARISING FROM THE BETA PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY. PROVIDER'S AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (US\$100) OR THE AMOUNT PAID BY PARTICIPANT FOR THE BETA, WHICH IS EXPECTED TO BE ZERO. NOTHING IN THIS SECTION LIMITS LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

15. Term, Suspension, and Termination

This Agreement begins when Provider accepts Participant into the beta and continues until the earlier of beta expiration, Provider termination, Participant withdrawal, or replacement by another written agreement. Provider may suspend or terminate beta access at any time. Upon termination or request, Participant will stop using the Beta Materials, delete or return Provider Confidential Information and Beta Materials within its control, and cease use of all beta keys and credentials, except records required by law may be retained subject to continuing confidentiality obligations.

16. Key-Issuance Condition

Participant acknowledges that beta approval alone does not authorize key issuance. Participant must sign this Agreement and email the signed copy to sales@ItAuditfactory.com. Provider will verify the signed Agreement. Only after that verification may IT Audit Factory Support issue a beta license key or access credential. Support is not authorized to issue a key before the signed Agreement is verified by Provider.

17. Equitable Relief

Participant acknowledges that unauthorized disclosure or misuse of Beta Materials, Confidential Information, intellectual property, or license credentials may cause irreparable harm for which monetary damages may be inadequate. Provider may seek injunctive or equitable relief in addition to other remedies available under applicable law.



18. General Terms

Participant may not assign or transfer this Agreement or beta access without Provider's prior written consent. If any provision is unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain effective. A waiver must be in writing and applies only to the specific instance waived. This Agreement and any written beta approval terms constitute the entire agreement regarding the private beta and supersede prior beta discussions on the same subject. Electronic signatures and counterparts are permitted. This Agreement is governed by the laws applicable to Provider in its principal place of business, without regard to conflict-of-law principles, and the parties consent to courts having jurisdiction there, except where applicable law requires otherwise.

19. Participant Acknowledgment and Signature

By signing below, the undersigned confirms that they have read, understood, and agree to this Agreement, have authority to bind Participant, and understand that no beta key will be issued until Provider receives and verifies this signed Agreement.

Beta Application ID

Participant Company

Authorized Representative

Title

Company Email

Approved Edition(s)

Authorized Signature

Date

Return signed Agreement to: sales@ItAuditfactory.com | Recommended subject: Signed IT Audit Factory Beta Agreement - Application #[ID] - [Company]

Provider acceptance: IT Audit Factory accepts this Agreement when it confirms receipt and subsequently issues beta access or a beta license key.