IDEMCORE MODEL ONBOARDING AND PROFESSIONAL SERVICES TERMS

> **Standard terms — not legal advice; your counsel may review before signing.** Version 1.0 (2026-11-05). Not an offer: a contract exists only when a Services Order Form is signed by both Parties. English governs.

These Model Onboarding and Professional Services Terms (the "**Services Terms**") are between **MATEIAM COMPANY LIMITED** (MATEIAM CO., LTD.; CÔNG TY TNHH MATEIAM), a limited liability company organised under the laws of the Socialist Republic of Vietnam, enterprise code (tax code) 0319713929, registered office at MORE Building, 36 Mac Dinh Chi Street, Tan Dinh Ward, Ho Chi Minh City, Vietnam, trading as **Idemcore** ("**Licensor**"), and the customer named in that Services Order Form ("**Customer**"). Each is a "**Party**".

1. Structure

1.1 **Contract documents.** Each services engagement (a "**Services Contract**") consists of (a) the Services Order Form signed by both Parties, including its Statement of Work (the "**SOW**"); (b) these Services Terms; and (c) the sections of the Idemcore Master License Agreement v1.0 (the "**MLA**") listed in §1.3. If they conflict, the Services Order Form prevails only where it names the section it overrides, then these Services Terms, then the MLA sections.
1.2 **No production licence.** The Services do not include any licence to run the Idemcore engine in production. Running an onboarded model requires a separate licence: an on-prem Per-GPU License or a Network License under an MLA Order Form, or use of the hosted Idemcore API under its own terms. During the Services, Licensor may run the engine on its own or on Customer-designated test hardware only to perform and demonstrate the Services.
1.3 **MLA sections that apply.** MLA §3 (KYC), §5 (Restrictions, for any Licensed Materials or test builds Licensor makes available), §10.3–10.8 (payment method, digital assets, late payment, disputes, taxes and withholding, with the gross-up in §10.8), §15 (Limitation of liability), §16 (Confidentiality), §18 (Export controls, sanctions and anti-corruption), §19 (Publicity), §20 (Governing law and disputes: Singapore law, SIAC arbitration seated in Singapore) and §21 (General) apply to the Services Contract, with "Order Form" read as "Services Order Form" and "Licensed Materials" read as any software, builds, packaged weights or License Files Licensor provides under the Services Contract.
1.4 **Business-to-business only.** Customer acts for business, trade or professional purposes and not as a consumer.

2. Definitions

2.1 "**Base Model**": the model weights, configuration, tokenizer and related files Customer provides for onboarding, including Customer's fine-tunes.
2.2 "**Deliverables**": the items listed as deliverables in the SOW, typically a packaged build of the Base Model for the Idemcore engine (the "**Onboarded Model Package**") and a verification report.
2.3 "**Acceptance Criteria**": the objective, testable criteria in the SOW, for example: the packaged self-test passes; bit-exact replay of a stated number of sampled requests across the hardware listed in the SOW; quality measurements against the Base Model within the limits stated in the SOW.
2.4 "**Engine Improvements**": any change, addition or improvement to the Idemcore engine, its tools, formats, methods or know-how, including anything developed to support the Base Model's architecture.

3. Services and scope

3.1 Licensor performs the services described in the SOW (the "**Services**") with reasonable skill and care, using suitably qualified personnel.
3.2 **Service types and list prices** (confirmed on each Services Order Form):

Service	Typical duration	List price (USD, one-time, per model)
Supported architecture — onboarding a model whose architecture the engine already supports (the supported list on the Idemcore pricing page at signing; for example fine-tuned Qwen2.5 / Qwen3.x including MoE, and gpt-oss): quantisation and packaging, bit-exact verification on the hardware listed in the SOW, verification report	about 1–2 weeks	10,000
New architecture — model review, adding support for the architecture to the engine, packaging, bit-exact verification on each GPU type listed in the SOW, verification report	about 4–8 weeks	from 40,000; exact quote after model review

3.3 **Durations** are estimates from the date Licensor receives the Base Model and all inputs in the SOW. Licensor tells Customer promptly of any expected delay.
3.4 **Changes.** Either Party may request a change to the SOW in writing. A change binds only when both Parties agree it in writing (an email exchange is enough), including any change to fees and timing.
3.5 **Customer inputs.** Customer provides the Base Model, access to any test hardware named in the SOW, sample prompts, a technical contact and timely answers. Licensor is not responsible for delay caused by missing or late Customer inputs.

4. Fees and payment

4.1 Fees are in USD and are fixed per the Services Order Form: **50% on signing and 50% on delivery** of the Deliverables, unless the Services Order Form states otherwise. Invoices are due 30 days after invoice, by USD bank transfer to the Licensor account stated on the invoice (MLA §10.3).
4.2 Work starts after the first payment is received in cleared funds.
4.3 Fees exclude taxes; MLA §10.7–10.8 (including the withholding gross-up) apply. Reasonable pre-approved travel costs, if any, are charged at cost.
4.4 Services fees are separate from, and are not credited against, any licence or pilot fee unless the Services Order Form says so. Services fees are paid for services performed by Licensor and include no licence fee; any licence to run the Idemcore engine is priced separately (§1.2).

5. Delivery and acceptance

5.1 Licensor delivers the Deliverables with a verification report showing results against the Acceptance Criteria.
5.2 Customer has 10 business days after delivery (the "**Acceptance Period**") to test the Deliverables against the Acceptance Criteria and either accept them or give a written notice listing each reproducible failure to meet an Acceptance Criterion.
5.3 Licensor corrects notified failures and redelivers, and the Acceptance Period restarts for the corrected items only. If the Deliverables still fail the same Acceptance Criterion after two redeliveries, either Party may end the Services Contract for the affected model by notice; Licensor then refunds the fees paid for that model less the fees for any Deliverables Customer keeps and uses.
5.4 The Deliverables are accepted on the earlier of written acceptance, the end of the Acceptance Period without a valid failure notice, or production use of the Onboarded Model Package.
5.5 For a new architecture, if Licensor's model review finds that onboarding is not feasible within the quoted scope, Licensor says so in writing; either Party may then end the Services Contract and Licensor refunds the fees paid, less the fee for the model review stated in the SOW (if any).

6. Intellectual property

6.1 **Customer's Base Model.** Customer keeps all rights in the Base Model and in its data and prompts. Customer grants Licensor a non-exclusive, non-transferable licence, for the duration of the Services Contract, to use, copy and modify the Base Model solely to perform the Services.
6.2 **Engine and Engine Improvements.** Licensor keeps all rights in the Idemcore engine and in all Engine Improvements, including those created during the Services. Licensor may use Engine Improvements for any purpose, but never uses or discloses Customer's Base Model weights or Customer's Confidential Information to do so.
6.3 **Onboarded Model Package.** The Onboarded Model Package combines Customer's Base Model with Licensor's proprietary packaging. Customer's rights in the Base Model are unaffected. The Onboarded Model Package can be run only with the Idemcore engine under a licence (§1.2); when a licence is in place, it is treated as a Licensed Model for Customer under that licence. Licensor will not provide the Onboarded Model Package to anyone other than Customer (and, under a Network License, Customer's Network Participants) without Customer's written consent.
6.4 **No source code.** Licensor does not deliver or license source code, build systems, internal file-format specifications, methods or know-how of the engine. The Services Contract is a services agreement and not a technology-transfer agreement under Vietnamese law.
6.5 **Customer's warranty.** Customer warrants that it has the rights needed to provide the Base Model to Licensor for the Services, and that doing so does not breach any third-party licence (including the licence of any upstream model from which the Base Model is derived). Customer will defend Licensor against any third-party claim that Licensor's permitted use of the Base Model under §6.1 infringes that third party's rights, and will pay damages and costs finally awarded or agreed in settlement.

7. Confidentiality and handling of the Base Model

7.1 Customer's Base Model, data, prompts and evaluation results are Customer's Confidential Information under MLA §16; the engine, Engine Improvements and verification methods are Licensor's.
7.2 Licensor stores the Base Model encrypted, limits access to personnel who need it, and does not use it to train or improve any other model.
7.3 Within 30 days after acceptance or termination, Licensor deletes Customer's Base Model from its systems (except one encrypted archive copy kept only if Customer asks in writing, for future re-packaging) and confirms deletion on request.

8. Warranties and disclaimers

8.1 Licensor warrants that the Services will be performed with reasonable skill and care, and that the Deliverables will meet the Acceptance Criteria when accepted. Customer's remedy for breach of this warranty is the correction or refund process in §5.3.
8.2 **No performance warranty beyond the SOW.** Licensor gives no warranty about the quality, accuracy, speed or behaviour of the Base Model or of outputs from the Onboarded Model Package beyond the Acceptance Criteria in the SOW. Quality relative to the Base Model is as measured and reported in the verification report.
8.3 EXCEPT AS EXPRESSLY STATED IN THE SERVICES CONTRACT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. Liability

MLA §15 applies, with the general cap equal to the fees paid and payable under the Services Order Form. Customer's obligations under §6.5 and Customer's breach of MLA §5 are Unlimited Claims.

10. Term and termination

10.1 The Services Contract starts on signing and ends when the Deliverables are accepted and paid for, unless ended earlier under §5.3, §5.5 or this §10.
10.2 Either Party may terminate by notice if the other materially breaches and does not cure within 30 days after written notice (10 days for non-payment). If Customer terminates for convenience, Customer pays for work performed to the date of termination, which is not less than the first instalment.
10.3 Sections 4 (for amounts accrued), 6, 7, 8.3, 9 and the MLA sections in §1.3 survive.

11. Non-solicitation

During the Services and for 12 months after, neither Party will knowingly solicit for employment the other Party's personnel who worked on the Services, except through general job advertisements.

MATEIAM COMPANY LIMITED — Authorized signatory	**Customer — Authorized signatory**
Name: _____	Name: _____
Title: _____	Title: _____
Signature / date:	Signature / date: