IDEMCORE DATA PROTECTION TERMS (DPA-LITE) — ON-PREM

> **Standard terms — not legal advice; your counsel may review before signing.** Version 1.0 (2026-11-05). Part of the Contract under the Idemcore Master License Agreement (MLA §1.1, §17). Updated for Vietnam's Law on Personal Data Protection No. 91/2025/QH15 and Decree 356/2025/ND-CP (both effective 1 January 2026; Decree 13/2023/ND-CP no longer applies).

Between **MATEIAM COMPANY LIMITED** (CÔNG TY TNHH MATEIAM), enterprise code 0319713929, trading as Idemcore ("**Licensor**"), and Customer.

1. No Customer Data by design

1.1 The Software runs entirely on Customer's (and, under a Network License, Network Participants') infrastructure. Prompts, inputs, Outputs, logs, model activations and any personal data processed by the Software ("**Customer Data**") stay there. Licensor does not receive, host or have remote access to Customer Data and is not a processor of it.
1.2 Customer is solely responsible, as controller, for any personal data in Customer Data, including lawful basis, notices, impact assessments and cross-border transfer rules that apply to Customer.

2. Offline licence checks

Licence verification happens locally. The Software makes no network connection except (a) downloads of Model Weights and updates that Customer starts, and (b) the optional heartbeat in §4.

3. Personal data Licensor does process (as independent controller)

Category	Examples	Purpose	Kept for
Business contacts	names, job titles, work emails of Customer staff	contract, billing, support, notices	term + 3 years
KYC and signatory data	identity and authority documents of signatories and beneficial owners	know-your-customer, sanctions and anti-money-laundering checks, legal obligations (processed under Licensor's legitimate interest / legal obligation; Customer staff notified by Customer under §3.2)	term + 5 years or longer if law requires
Support data	tickets, diagnostics Customer chooses to send	resolving the ticket	ticket closure + 30 days (Customer Data received by mistake) / 24 months (ticket record)
Heartbeat data (only if enabled)	see §4	licence compliance and support	13 months
Accounting records	invoices, payment records	tax and accounting law	as required by law

3.1 Licensor processes this data under applicable law, including Vietnam's PDP Law No. 91/2025/QH15 and Decree 356/2025/ND-CP, and, where they apply, the EU GDPR, the UK GDPR and Singapore's PDPA.
3.2 Each Party gives its own staff any notice, and obtains any consent, that the law requires before sharing their

personal data with the other Party.
3.3 Licensor does not sell personal data and does not use it for advertising profiles.

4. Optional heartbeat (off by default)

4.1 The heartbeat runs only if both the License File (`phone_home=anon`) and Customer's configuration enable it. Customer can switch it off at any time; the Software keeps serving if it is off or fails.
4.2 Once a day it sends, over HTTPS to the endpoint disclosed when the optional heartbeat is enabled on an Order Form: licence id, a one-way hash of the node identifier, model id, engine version, GPU count and date. It never contains prompts, Outputs, Customer Data or IP addresses in the payload. `idemcore-heartbeat --dry-run` shows the exact payload before anything is sent.
4.3 The receiving server sees the sender's IP address as part of any internet connection. Licensor does not store it with heartbeat records and keeps it only in short-lived security logs for at most 30 days.
4.4 Licensor uses heartbeat data only for licence compliance (MLA §6) and support.

5. Support data

Before sending diagnostics, Customer removes Customer Data. Any Customer Data received by mistake is used only to resolve the ticket, kept confidential, and deleted within 30 days after closure or on request.

6. International transfers

6.1 Licensor is established in Vietnam; personal data sent to Licensor is processed in Vietnam and by the service providers in §8.
6.2 If Customer is subject to the EU or UK GDPR and the law requires a transfer mechanism for data it sends to Licensor, the EU Standard Contractual Clauses (Module 1, controller to controller) and, for the UK, the International Data Transfer Addendum are incorporated by reference, with Customer as exporter and Licensor as importer; the governing law and forum of the clauses are those of Ireland.
6.3 Licensor carries out any transfer impact assessment and dossier required of it under Vietnamese law for its own transfers.

7. Security and breach notice

7.1 Licensor signs releases and Model Weights manifests, keeps licence-signing keys offline and encrypted, encrypts stored KYC documents, limits access to personnel who need it, and uses multi-factor authentication on its systems.
7.2 Licensor notifies Customer without undue delay, and where feasible within 72 hours, after becoming aware of a breach affecting personal data of Customer's staff that Licensor holds, and notifies authorities as the law requires.
7.3 Licensor notifies Customer without undue delay of any vulnerability affecting the Software that it becomes aware of, together with a fix or mitigation when available.

8. Service providers

Licensor uses service providers for email, document storage, accounting, banking and download delivery (a content-delivery provider sees only download requests). None receives Customer Data. A current list is available on request.

9. Requests and contact

Data subjects may contact Licensor at privacy@idemcore.net. Licensor answers requests within the time the applicable law requires.