IDEMCORE MASTER LICENSE AGREEMENT (MLA / EULA)

> **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 an Order Form, Pilot Agreement or Services Order Form is signed by both Parties. One set of standard terms; deal-specific variables sit in the short Order Form. English governs.

This Master License Agreement (the "**Agreement**") is 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**", "we", "us"), and the customer named in an Order Form or Pilot Agreement ("**Customer**", "you"). Each party is a "**Party**".

1. Structure and order of precedence

1.1 **Contract documents.** The contract between the Parties for each purchase (the "**Contract**") consists of: (a) the Order Form (or, for a pilot, the Pilot Agreement) signed by both Parties; (b) this Agreement, including Schedule 1 (Network Participant Terms); (c) the Idemcore Support and Service Level Terms (the "**SLA**"); and (d) the Idemcore Data Protection Terms (the "**DPA-lite**").
1.2 **Precedence.** If documents conflict: (a) the DPA-lite prevails on personal data; then (b) the Order Form or Pilot Agreement, but only where it expressly says it overrides a named section of this Agreement; then (c) this Agreement; then (d) the SLA; then (e) Documentation. Customer purchase orders, portal terms or click-through terms never apply, even if accepted or signed.
1.3 **Business-to-business only.** Customer acts for business, trade or professional purposes and not as a consumer.

2. Definitions

2.1 "**Active Node**": a distinct machine (physical or virtual host) on which the Software is running in production at any time in a calendar day, and, for a Network License, each registered network identity (for example a Bittensor hotkey/UID) served by the Software, whichever count is higher.
2.2 "**Affiliate**": an entity that controls, is controlled by, or is under common control with a Party, where control means ownership of more than 50% of voting interests.
2.3 "**Documentation**": the user documentation Licensor provides with the Software (including the installation, onboarding and validator-replay guides), as updated.
2.4 "**GPU**": one physical graphics processing unit visible to the operating system as a separate device (each GPU on a multi-GPU board counts separately; a GPU partitioned into virtual instances counts as one GPU).
2.5 "**License File**": the cryptographically signed file issued by Licensor that enables the Software for the scope in the Order Form.
2.6 "**Licensed Materials**": the Software, the Model Weights, License Files and Documentation.
2.7 "**Licensed Models**": the Model Weights listed in the Order Form (for example `idemcore-7b`, `idemcore-27b`, `idemcore-35b-moe`).
2.8 "**Model Weights**": the model parameter files Licensor delivers for use with the Software, only in the locked, packaged form delivered.
2.9 "**Network**": the decentralised network named in the Order Form, identified by a tenant identifier (for example `bittensor:sn53`).
2.10 "**Network License**": a flat license scoped to one Network and the Licensed Models in the Order Form (one Licensed Model included; each additional Licensed Model is a separate annual fee), with no limit on the number of Active Nodes, miners or validators on that Network.
2.11 "**Network Participant**": a third-party miner, validator or other operator on the Network whom Customer authorises to run the Licensed Materials under §4.3.

2.12 "**Outputs**": tokens, text, logs, digests and hashes the Software produces from Customer's or a Network Participant's inputs.
2.13 "**Per-GPU License**": a license scoped to a number of GPUs (and, if stated, specific machines) and the Licensed Models in the Order Form.
2.14 "**Software**": Licensor's inference engine, tools, container images, installers and updates, in object code (binary) form only. The Software never includes source code, build systems, internal file-format specifications or training data.
2.15 "**Subscription Term**": the license period in the Order Form, including renewals.
2.16 "**Third-Party Components**": open-source software and upstream open-weight models included in or used to build the Licensed Materials and listed in the `NOTICE` file shipped with them.
2.17 "**Verified Hardware**": the GPU, driver and CPU configurations listed as verified in the Documentation for the relevant Licensed Model and Software version.

3. Customer eligibility, authority and KYC

3.1 **Information.** Before signing and on request, Customer gives accurate information about itself (legal name, form, registration number, jurisdiction, registered address), its beneficial owners holding 25% or more, its directors or equivalent, the signatory's authority, and the bank account(s) from which it will pay. Customer updates this information within 30 days of any change.
3.2 **Authority.** The person signing for Customer represents that they are authorised to bind Customer.
3.3 **Decentralised organisations.** If Customer is a decentralised autonomous organisation, protocol community or similar group, the Contract must be signed by a legal entity acting for it (for example a foundation, association, limited liability company or operating company, a "**Legal Wrapper**"), which is the Customer and is liable under the Contract. The Legal Wrapper represents that it has obtained any governance approval its constitutional documents require and gives Licensor a copy or link to that approval (for example an on-chain proposal) on request. A token vote alone does not create a contract with Licensor.
3.4 **Individuals.** If Customer is a natural person acting in business, Customer provides identity verification on request; Licensor may require that a Network License be held by an entity.
3.5 **Refusal.** Licensor may decline to contract, or delay issuing License Files, until it has completed its know-your-customer and sanctions checks.

4. License grants

4.1 **Per-GPU License.** Subject to the Contract and payment, Licensor grants Customer a non-exclusive, non-transferable (except under §21.3), non-sublicensable license during the Subscription Term to install and run the Software with the Licensed Models on no more than the number of GPUs (and, if stated, only on the machines) in the Order Form, for Customer's internal use only, including to provide Customer's own products or services to its customers, provided those customers receive only Outputs and never access to the Licensed Materials. The Per-GPU License gives no right to reproduce (except copies under §4.5), modify, distribute or sublicense the Software or Model Weights.
4.2 **Network License.** Subject to the Contract and payment, Licensor grants Customer a non-exclusive, non-transferable (except under §21.3) license during the Subscription Term to install and run the Software with the Licensed Models, solely to operate on and in support of the Network named in the Order Form, on any number of Active Nodes on that Network. The Network License fee is a flat annual fee per Network and does not depend on the number of Active Nodes, miners or validators. It is paid for Customer's own use of the Licensed Materials to operate on and support the Network; it is not a fee for any right to reproduce, distribute or sublicense the Licensed Materials, and Customer does not sublicense them.
4.3 **Network Participants.** Under a Network License, Customer may authorise Network Participants to download and run the Licensed Materials solely to participate in the named Network, without limit on their number and at no charge to them, provided that Customer: (a) makes the Licensed Materials available only through an access-

controlled channel that requires each Network Participant to accept the Network Participant Terms in Schedule 1 (or terms at least as protective) before access; (b) does not distribute the Licensed Materials publicly or to anyone outside the Network; (c) blocks access from territories that are subject to comprehensive sanctions (see §18) using reasonable technical measures such as IP geolocation; and (d) remains responsible for the acts and omissions of Network Participants as if they were its own. Network Participants receive no rights against Licensor. Each Network Participant's permission to run the Licensed Materials comes from Licensor under Schedule 1, which Customer presents on Licensor's behalf; Customer acts as the access channel and is not a licensor or sublicensor of the Licensed Materials.

4.4 **Pilot.** A pilot license is granted only under a signed Pilot Agreement, for the scope and period stated there.

4.5 **Copies.** Customer may make a reasonable number of copies for backup, disaster recovery and non-production testing, within the licensed scope; standby copies that do not serve traffic do not count as Active Nodes or GPUs.

4.6 **Affiliates and contractors.** Customer's Affiliates and contractors may use the Licensed Materials for Customer's benefit within the licensed scope under written obligations at least as protective as the Contract. Customer is responsible for them.

4.7 **Updates.** During the Subscription Term, Customer receives the updates and new versions of the Software and Licensed Models that Licensor makes generally available to customers with the same license type, as described in the SLA. New models are not included unless added to an Order Form.

4.8 **Reservation.** Licensor and its licensors reserve all rights not expressly granted. No right is granted by implication or estoppel. Nothing in the Contract limits rights Customer has under an open-source or open-weight licence in Third-Party Components that Customer obtains independently from their original source. Licensor does not transfer source code, build systems, internal file-format specifications, training data or know-how beyond the Documentation. The Contract is a software licence for use, not a technology-transfer agreement under Vietnamese law.

5. Restrictions

Customer shall not, and shall not permit any person (including Network Participants) to:

(a) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive source code, algorithms, internal file formats, internal methods or the unlocked or unpacked form of the Model Weights, except to the extent mandatory law permits this despite this restriction, and then only after giving Licensor written notice and a reasonable opportunity to provide the information required;

(b) copy, distribute, sell, rent, lease, lend, publish, host for third parties or otherwise make the Licensed Materials (including Model Weights, in whole or in part, or any converted, extracted or derived copy) available to anyone, except as allowed in §4;

(c) circumvent, disable or tamper with License Files, signatures, checksums, manifests, revocation lists, time checks or other technical controls, or run the Software beyond the licensed scope;

(d) use the Licensed Materials or Outputs to create, train, distil or fine-tune a model or software that replicates or substitutes for the Model Weights or Software;

(e) remove or alter proprietary, licence or attribution notices;

(f) share License Files across customers, Networks or tenants; or

(g) use the Licensed Materials in breach of law, including export-control and sanctions law.

6. Usage limits, verification and audit

6.1 **Offline operation.** The Software checks its License File offline. Licensor does not require internet access or telemetry for the Software to run. Some limits in the License File (for example the named Network, Licensed Models or GPU counts) are not technically enforced offline; they are nevertheless binding contractual limits. A missing technical control never expands the licence.

6.2 **Self-certification.** Within 30 days after each anniversary of the Order Form and within 30 days after Licensor's written request (at most twice per year), an officer of Customer certifies in writing the peak number of GPUs (Per-

GPU License) or the Networks served (Network License), the machines and the Licensed Models used in the prior period.
6.3 **Public network data.** For a Network License, the Parties agree that public on-chain data about the named Network (for example registered identities that serve Outputs produced by the Software) may be used as evidence of which Networks and Licensed Models the Software serves.
6.4 **Optional heartbeat.** If, and only if, the Order Form enables it, Customer may turn on the anonymous daily heartbeat described in the DPA-lite. It is off by default. The Software never stops serving because a heartbeat fails.
6.5 **Audit.** If Licensor has a good-faith, documented reason to believe Customer exceeds the licensed scope, Licensor may, on 30 days' written notice and no more than once in any 12 months, have an independent auditor bound by confidentiality review Customer's relevant records, remotely where practical and during business hours, with minimal disruption. The auditor reports to Licensor only whether Customer complied and the amount of any shortfall.
6.6 **True-up.** If usage exceeded the licensed scope, Customer pays, within 30 days of invoice, the fees for the excess at the list price on the Order Form (without discount), pro-rated from when the excess began, and upgrades the Order Form to the correct scope (for example additional GPUs, Licensed Models or Networks). If the excess is more than 5%, Customer also pays the reasonable cost of the audit. True-up payment is in addition to, not instead of, Licensor's other remedies for breach of §5.

7. Benchmarking and comparisons

7.1 Customer may benchmark the Software for any internal purpose.
7.2 Customer may publish benchmark or comparison results about the Software (including determinism, throughput, latency, quality and cost) if: (a) the hardware, Software and model versions, configuration and methodology are disclosed in enough detail for others to reproduce them; (b) the Software is run as documented; and (c) Customer sends Licensor a copy at least 10 business days before publication and, if Licensor gives a short written response within that period, includes it or links to it. Licensor's approval is not required.
7.3 Publication of Network validation outcomes (for example replay match and mismatch statistics) is always permitted.
7.4 Neither Party needs the other's consent to publish truthful, reproducible results. Each Party will describe the other's products and any third party's products fairly and accurately.

8. Ownership, Outputs, feedback and Third-Party Components

8.1 Licensor and its licensors own the Licensed Materials and all intellectual property rights in them. The Licensed Materials are licensed, not sold.
8.2 As between the Parties, Customer owns its inputs and its Outputs, and may use and publish Outputs (including hashes and logs) for any lawful purpose, subject to §5(d).
8.3 Licensor may use feedback Customer voluntarily gives without obligation, but not Customer's Confidential Information or Customer's name (except under §19).
8.4 Third-Party Components are licensed under their own licences as listed in the `NOTICE` file (for example the Apache License 2.0). Where a Third-Party Component licence requires terms that differ from the Contract, those terms apply to that component only, to the extent required. Each delivery of Licensed Materials includes a `NOTICE` file listing Third-Party Components and upstream model licences. Customer will not remove it. Where an upstream licence requires Customer to pass through use restrictions, those restrictions apply to Customer's use of that component.

9. Customer responsibilities

9.1 **Use case and AI-law compliance.** Customer decides how and for what the Software and Outputs are used. Customer is the deployer and operator of any AI system it builds with the Licensed Materials and is responsible for complying with laws on AI systems that apply to its use (for example risk classification, notification, transparency

and labelling duties under Vietnam's Law on Artificial Intelligence No. 134/2025/QH15 or the EU AI Act, where applicable). Licensor provides the Documentation and model cards reasonably needed for Customer's compliance and does not, by this Contract, assume Customer's role as deployer of Customer's AI system. Licensor complies with the laws that apply to Licensor as the supplier of the Licensed Materials.
9.2 **Networks.** Customer is responsible for complying with the rules of the Network, for its keys, wallets and stake, and for its relationship with Network Participants. Licensor does not operate the Network, does not hold Customer's assets and does not issue tokens.
9.3 **Security.** Customer keeps License Files, download links and Model Weights secure, limits access to people who need it, tells Licensor promptly of any suspected leak or unauthorised use, and installs any licence revocation list Licensor provides within 30 days.
9.4 **Environment.** Customer provides hardware, drivers and connectivity that meet the Documentation.

10. Fees, payment and taxes

10.1 **Fees.** Customer pays the fees in the Order Form. Fees are in United States dollars (USD), annual in advance unless the Order Form says otherwise, and non-cancellable and non-refundable except as stated in the Contract.
10.2 **Invoices and payment.** Licensor invoices on the Order Form effective date and then on each renewal date. Payment is due 30 days after invoice. Unless Licensor agrees in writing, the first License File is issued after cleared funds are received.
10.3 **Method.** Customer pays by bank transfer in USD to the Licensor bank account stated on the invoice, from a bank account in Customer's name (or in the name of a payor disclosed under §3.1). Customer bears its own bank and intermediary charges so that Licensor receives the full invoiced amount.
10.4 **Digital assets.** Licensor does not accept cryptocurrencies, stablecoins or other digital assets as payment. Customer may use a licensed third-party payment service provider to convert digital assets into USD at Customer's cost and risk; payment is made only when USD cleared funds reach Licensor's account. Customer represents that funds used to pay Licensor are lawfully obtained and do not come from any person, wallet or address that is subject to sanctions.
10.5 **Late payment.** Overdue undisputed amounts accrue interest at 1% per month (or the highest lawful rate, if lower) from the due date. If an undisputed amount is more than 15 days overdue after Licensor's written reminder, Licensor may suspend support, updates and issuance of new or renewed License Files until paid. Licensor will not use remote means to stop running Software, and the Software contains none.
10.6 **Disputed invoices.** Customer must notify a good-faith dispute in writing before the due date and pay the undisputed part on time. The Parties will try to resolve the dispute within 30 days.
10.7 **Taxes.** Fees exclude taxes. Customer pays all sales, use, value-added, goods and services, withholding and similar taxes and duties on the fees, other than taxes on Licensor's net income. Licensor issues invoices that meet Vietnamese law. Where Vietnamese law treats the supply as VAT-exempt or zero-rated, the invoice states that treatment; Customer remains responsible for taxes in its own jurisdiction.
10.8 **Withholding.** If law requires Customer to withhold tax from a payment, Customer (a) tells Licensor in advance, (b) applies any reduced treaty rate for which Licensor gives the required forms (for example a certificate of tax residence or IRS Form W-8BEN-E), (c) pays the withheld tax to the authority on time and gives Licensor official receipts within 30 days, and (d) increases the payment so that Licensor receives the amount it would have received without withholding. On request, Licensor provides IRS Form W-8BEN-E (for U.S. customers) and its certificate of tax residence issued by the Vietnamese tax authority.

11. Term, renewal, suspension and termination

11.1 **Term.** This Agreement starts when the first Order Form or Pilot Agreement is signed and continues while any is in effect.
11.2 **Renewal.** Unless the Order Form says otherwise, each Subscription Term renews automatically for successive 12-month periods unless either Party gives written notice of non-renewal at least 60 days before the end of the

current term. Renewal pricing follows the Order Form.
11.3 **Termination for breach.** Either Party may terminate an Order Form by written notice if the other Party materially breaches the Contract and does not cure within 30 days after written notice (10 days for non-payment). Licensor may terminate immediately by notice if Customer breaches §5 in a way that cannot be cured.
11.4 **Insolvency.** Either Party may terminate by notice if the other becomes insolvent, makes an arrangement with creditors, has a receiver or liquidator appointed or ceases business, to the extent permitted by law.
11.5 **Sanctions or legal change.** Either Party may suspend or terminate an Order Form immediately by notice if continued performance would breach sanctions or export-control law applicable to that Party (see §18). If Licensor terminates under this §11.5 without Customer breach, Licensor refunds prepaid fees for the unused part of the Subscription Term, unless the refund itself is prohibited.
11.6 **Refund on Customer termination for Licensor breach.** If Customer terminates under §11.3, Licensor refunds prepaid fees for the unused part of the Subscription Term.

12. Effect of termination; licence continuity

12.1 **End of use.** When an Order Form ends, the licences under it end. The License File allows a short technical grace period so a late renewal is not an outage; Customer may use it only while the Parties are actively renewing, and fees apply to that period if the renewal completes. Otherwise, within 30 days Customer stops using and deletes the Licensed Materials (including copies held by Network Participants under Customer's control) and, on request, certifies deletion in writing.
12.2 **Survival.** Sections 5, 6.5–6.6 (for the period before termination), 8, 10 (for amounts accrued), 12, 15, 16, 18, 20 and 21 survive.
12.3 **Licence continuity (optional).** If the Order Form selects licence continuity and a Continuity Event occurs, Licensor (or the escrow agent named in the Order Form) will provide Customer a non-expiring License File for the latest Software version and Licensed Models delivered before the event, limited to the scope of Customer's last paid Order Form, at no additional fee. A "**Continuity Event**" is Licensor's dissolution, liquidation, insolvency proceeding or permanent cessation of business, without a successor that assumes the Contract within 60 days. Continuity never includes source code or unlocked Model Weights, and §5 continues to apply. To make this work if Licensor no longer exists, Licensor deposits with the escrow agent, at signing and after each new release or renewal, a signed License File for the latest delivered version that has no practical expiry and does not require a fresh revocation list; the agent releases it to Customer only on a Continuity Event. Escrow agent fees are paid by Customer unless the Order Form states otherwise.

13. Warranties and disclaimers

13.1 **Mutual.** Each Party warrants that it has authority to enter into the Contract.
13.2 **Performance warranty.** Licensor warrants for 90 days after delivery of each Software version that, when run as documented on Verified Hardware, the Software (a) materially conforms to the Documentation and (b) passes the packaged self-test. Determinism (identical outputs for identical requests) is warranted only on Verified Hardware with the same Software version, Model Weights, configuration and request parameters.
13.3 **Malicious code.** Licensor warrants that, when delivered, the Software contains no virus, backdoor, remote kill switch or code designed to send Customer data to Licensor without Customer's consent (the optional heartbeat in §6.4 excepted).
13.4 **Remedy.** For a breach of §13.2 or §13.3 notified in writing within the warranty period, Licensor will use reasonable efforts to correct the non-conformity within 30 days. If Licensor cannot, either Party may terminate the affected Order Form and Licensor refunds prepaid fees for the unused part of the Subscription Term. This is Customer's exclusive remedy for breach of those warranties.
13.5 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THE LICENSED MATERIALS, OUTPUTS AND SERVICES ARE PROVIDED "AS IS". LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LICENSOR DOES NOT WARRANT THAT OUTPUTS ARE ACCURATE, COMPLETE OR SUITABLE FOR ANY PURPOSE, THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT USE ON ANY NETWORK WILL EARN ANY REWARD, EMISSION OR TOKEN, AVOID ANY PENALTY, SLASHING OR DEREGISTRATION, OR PRESERVE THE VALUE OF ANY DIGITAL ASSET. NOTHING IN THE CONTRACT IS FINANCIAL OR INVESTMENT ADVICE.

14. Indemnities

14.1 **By Licensor.** Licensor will defend Customer against any third-party claim alleging that the Software or Model Weights, as delivered by Licensor and used in accordance with the Contract, infringe that third party's copyright, trade secret or trademark, and will pay damages and costs finally awarded or agreed by Licensor in settlement. Patent claims are not covered by this §14.1 unless the Parties expressly agree patent cover in Part 8 (Special terms) of an Order Form.
14.2 **Exclusions.** §14.1 does not apply to claims arising from (a) modification not made by Licensor; (b) combination with items not supplied by Licensor, where the claim would not arise without the combination; (c) use outside the licensed scope or after Licensor offered a non-infringing update at no charge; (d) Customer's inputs or Outputs; or (e) Third-Party Components in the form provided by their licensors.
14.3 **Mitigation.** If the Licensed Materials are or may become subject to a claim, Licensor may obtain the right for Customer to continue using them, modify them to be non-infringing without material loss of function, or, if neither is commercially reasonable, terminate the affected Order Form and refund prepaid fees for the unused part of the Subscription Term.
14.4 **By Customer.** Customer will defend Licensor against any third-party claim (including by Network Participants or regulators) arising from Customer's inputs or Outputs, Customer's AI system or use case, Customer's operation of or on the Network, or Customer's breach of §5 or §18, and will pay damages, fines and costs finally awarded or agreed in settlement.
14.5 **Procedure.** The indemnified Party promptly notifies the claim (delay only relieves the indemnifying Party to the extent it is prejudiced), gives the indemnifying Party sole control of the defence and settlement, and reasonably cooperates at the indemnifying Party's cost. No settlement may impose an admission or obligation on the indemnified Party without its consent.
14.6 **Exclusive remedy.** This §14 states Licensor's entire liability, and Customer's exclusive remedy, for third-party infringement claims.

15. Limitation of liability

15.1 **Excluded damages.** EXCEPT FOR UNLIMITED CLAIMS, NEITHER PARTY IS LIABLE UNDER OR IN CONNECTION WITH THE CONTRACT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, TOKENS, REWARDS, EMISSIONS OR STAKE, HOWEVER CAUSED AND EVEN IF ADVISED OF THE POSSIBILITY.
15.2 **General cap.** EXCEPT FOR INCREASED CLAIMS AND UNLIMITED CLAIMS, EACH PARTY'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THE CONTRACT WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THE CONTRACT IN THE 12 MONTHS BEFORE THE EVENT FIRST GIVING RISE TO LIABILITY (FOR A PILOT, THE PILOT FEE).
15.3 **Increased claims.** EACH PARTY'S TOTAL LIABILITY FOR INCREASED CLAIMS WILL NOT EXCEED 2 TIMES THE GENERAL CAP. "**Increased Claims**" means (a) Licensor's obligations under §14.1, (b) breach of §16 (Confidentiality) other than in relation to the Licensed Materials, and (c) breach of the DPA-lite.
15.4 **Unlimited claims.** NOTHING IN THE CONTRACT LIMITS LIABILITY FOR "**UNLIMITED CLAIMS**", WHICH ARE: (a) CUSTOMER'S BREACH OF §4 OR §5, OR ANY MISAPPROPRIATION OR UNAUTHORISED DISCLOSURE OF THE LICENSED MATERIALS; (b) CUSTOMER'S OBLIGATION TO PAY FEES AND TRUE-UPS; (c) CUSTOMER'S OBLIGATIONS UNDER §14.4; (d) FRAUD, FRAUDULENT MISREPRESENTATION OR WILFUL MISCONDUCT; (e) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; AND (f) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

15.5 **Basis of bargain.** These limits apply to all causes of action together, whether in contract, tort (including negligence), statute or otherwise, and reflect an agreed allocation of risk reflected in the fees.

16. Confidentiality

16.1 "**Confidential Information**" means non-public information disclosed by a Party that is marked or would reasonably be understood as confidential. The Licensed Materials, License Files, pricing and the terms of the Contract are Licensor's Confidential Information. It excludes information that is or becomes public without breach, was known to the recipient without duty of confidence, is independently developed, or is lawfully received from a third party without duty of confidence.
16.2 The recipient uses Confidential Information only to perform or exercise rights under the Contract, protects it with at least reasonable care, and discloses it only to its and its Affiliates' employees, contractors and advisers who need to know and are bound by duties at least as protective. A Party may disclose Confidential Information when required by law or a regulator, after giving notice where lawful.
16.3 These duties last during the Contract and 5 years after it ends, and for trade secrets and the Licensed Materials for as long as they remain trade secrets or confidential.
16.4 Breach of §5 or §16 may cause irreparable harm; the disclosing Party may seek injunctive relief in addition to other remedies (see §20.4).

17. Data protection

The Software runs on Customer's infrastructure and Licensor does not receive Customer's prompts or Outputs. The DPA-lite governs any personal data that Licensor receives in support requests, KYC, or through the optional heartbeat.

18. Export controls, sanctions and anti-corruption

18.1 **Compliance.** Each Party complies with the export-control, sanctions and anti-corruption laws that apply to it, including those of Vietnam, Singapore, the United Nations, the United States, the European Union and the United Kingdom, to the extent applicable.
18.2 **Sanctions representations.** Customer represents and undertakes, at signing and throughout the Contract, that none of Customer, its Affiliates, its beneficial owners holding 25% or more, its directors or equivalent, its signatory, its payors, or (for a Network License) the operator of the Network known to Customer: (a) is named on, or 50% or more owned or controlled by persons named on, a sanctions or restricted-party list (including the U.S. OFAC SDN List, the U.S. BIS Entity List, the UN Security Council Consolidated List, the EU Consolidated List and the UK Sanctions List); (b) is located, organised or ordinarily resident in a country or territory that is the subject of comprehensive sanctions; or (c) is acting on behalf of any such person.
18.3 **Use.** Customer will not export, re-export, transfer or make the Licensed Materials or Outputs available to, or use them for, any person, destination or end use (including weapons of mass destruction, or military end uses where prohibited) in breach of applicable law, and will screen Network Participants to the extent required by §4.3. Customer will not use the Licensed Materials in any end use prohibited under applicable export-control law (including military end uses where prohibited) and will maintain screening records for Network Participants for at least 12 months.
18.4 **Notice.** Customer notifies Licensor promptly if any representation in §18.2 becomes untrue. Licensor may suspend and terminate under §11.5.
18.5 **Anti-corruption and AML.** Neither Party will offer, give or accept any bribe or improper payment in connection with the Contract. Customer's payments must not be proceeds of crime.

19. Publicity

Neither Party uses the other's name or logo without prior written consent, except as stated in an Order Form (for example design-partner case-study and logo rights). Consent may be withdrawn for future uses on 30 days' notice.

20. Governing law and disputes

20.1 **Escalation.** The Parties first try in good faith to resolve any dispute through senior representatives within 30 days after written notice.
20.2 **Governing law.** The Contract and any non-contractual obligations arising from it are governed by the laws of Singapore, without regard to conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.
20.3 **Arbitration.** Any dispute arising out of or in connection with the Contract, including any question about its existence, validity or termination, is finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") under the SIAC Arbitration Rules in force when the notice of arbitration is filed. The seat is Singapore. The tribunal consists of one arbitrator. The language is English. Hearings may be held by video conference. The Parties agree that the Streamlined Procedure applies where its conditions are met, and that the Expedited Procedure may apply where its conditions are met. The arbitration and award are confidential. The award is final and binding and may be enforced in any court with jurisdiction.
20.4 **Urgent relief.** Nothing in this §20 prevents a Party from seeking urgent interim or injunctive relief (including to protect the Licensed Materials or Confidential Information) from an emergency arbitrator under the SIAC Rules or from any court with jurisdiction.
20.5 **Domestic variant.** If the Order Form states that Customer is organised in Vietnam and the Contract has no foreign element under Vietnamese law, §20.2–20.3 are replaced by: the laws of Vietnam govern; disputes are finally resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) under its Rules of Arbitration, seat Ho Chi Minh City, one arbitrator, language Vietnamese.

21. General

21.1 **Independent contractors.** The Parties are independent contractors; the Contract creates no partnership, agency or joint venture.
21.2 **Notices.** Notices must be in writing in English and sent by email to the addresses in the Order Form (with a copy by courier for notices of breach, termination or dispute). Email notices are received when sent, unless a bounce is received.
21.3 **Assignment.** Neither Party may assign or transfer the Contract without the other's written consent (not unreasonably withheld), except that either Party may assign it on notice to a successor in a merger, acquisition or sale of all or substantially all of its relevant business, provided the successor is not a competitor of the other Party (for Licensor's consent) and is not subject to §18.2. A Network License may also be assigned on notice to a Legal Wrapper that succeeds to the Network's operations.
21.4 **Force majeure.** Neither Party is liable for delay or failure (other than payment) caused by events beyond its reasonable control, including natural disasters, war, terrorism, epidemics, government action, internet or power failures not caused by that Party, and network-wide outages, halts or forks of the Network.
21.5 **Entire agreement and amendments.** The Contract is the entire agreement on its subject and supersedes prior proposals and discussions. Amendments must be in writing and signed by both Parties. Licensor may update these standard terms for future Order Forms; changes do not apply to a signed Order Form until its renewal, and then only if Licensor gave notice at least 60 days before the renewal.
21.6 **Severability; waiver.** If a provision is unenforceable it is modified to the minimum extent needed, and the rest remains in force. A failure to enforce is not a waiver.
21.7 **Third-party rights.** Except for Licensor as an intended beneficiary under Schedule 1 (Network Participant Terms), no person other than the Parties has rights to enforce the Contract. Subject to that exception, the Contracts (Rights of Third Parties) Act 2001 of Singapore does not apply.
21.8 **Language; counterparts; e-signatures.** The Contract is in English, which governs; any translation is for convenience. It may be signed in counterparts. Electronic signatures (including DocuSign, HelloSign or comparable) and PDF counterparts are original for all purposes. If Customer's jurisdiction requires a qualified electronic signature or a company seal, Customer says so before signing and the Parties use that form.

Schedule 1 — Network Participant Terms

(Customer presents these, or terms at least as protective, to every Network Participant before giving access. Customer may adapt the wording, but not reduce the protections.)

1. **Who grants what.** MATEIAM COMPANY LIMITED, trading as Idemcore ("**Idemcore**"), through `[Customer name]` ("**Network Operator**"), allows you, at no charge, to download and run the Idemcore engine, model weights and licence file (the "**Materials**") solely to take part in `[Network / tenant id]`. The Materials are owned by MATEIAM COMPANY LIMITED (trading as Idemcore) and its licensors, who are intended beneficiaries of, and may enforce, these terms.
2. **What you must not do.** Do not reverse engineer, decompile, decrypt, extract, copy (except for running and backup), share, publish, resell or host the Materials for others; do not tamper with licence checks; do not use the Materials or outputs to build a replacement model; do not use the Materials outside the Network.
3. **Sanctions.** You confirm you are not on any sanctions list (including UN, U.S. OFAC, EU and UK lists), not located or resident in a comprehensively sanctioned country or territory, and not acting for such a person.
4. **No warranty.** The Materials are provided "as is". Neither the Network Operator nor Idemcore promises any reward, emission or token, or that you will avoid any penalty, slashing or deregistration. To the maximum extent permitted by law, Idemcore has no liability to you.
5. **End.** Your right ends when you leave the Network, when the Network Operator's licence ends, or if you breach these terms; you must then delete the Materials.
6. **Law.** These terms are governed by the laws of Singapore.

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