IDEMCORE ORDER FORM — ON-PREM PER-GPU LICENCE

> **Standard terms — not legal advice; your counsel may review before signing.** Version 1.0 (2026-11-05). Prices are Licensor's current list prices and are confirmed by Licensor on each Order Form. Fields shown as `[●]` or _____ are completed for each deal before signing. English governs.

Order Form No.: `OF-`_____ **Effective Date:** _____ **Customer ID:** `CUST-`_____ (assigned by Licensor)

This Order Form is entered into under, and incorporates, the Idemcore Master License Agreement v1.0 (the "**MLA**"), the Idemcore Support and Service Level Terms v1.0 (the "**SLA**") and the Idemcore Data Protection Terms v1.0 (the "**DPA-lite**") between **MATEIAM COMPANY LIMITED** (MATEIAM CO., LTD.; CÔNG TY TNHH MATEIAM), 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 below. Capitalised terms have the meaning in the MLA.

Part 1 — Customer details and KYC (MLA §3)

Item	Details
Legal name, legal form	
Registration number and jurisdiction of organisation	
Registered address	
Is Customer a Legal Wrapper for a DAO / protocol community?	☐ No ☐ Yes → name of DAO/protocol and link to governance approval:
Beneficial owners holding ≥25% (name, country)	
Directors or equivalent	
Signatory name, title, and evidence of authority	
Paying bank account holder and bank country (MLA §10.3)	
Customer tax residence; tax ID	
Notices email (legal)	
Billing contact / email	
Technical contact / email	
Customer is organised in Vietnam and the Contract has no foreign element (if Yes, MLA §20.5 domestic variant applies)	☐ No ☐ Yes

Part 2 — What Customer buys

2B. Per-GPU License (enterprise / studio)

Licensed Models: ☐ `idemcore-7b` ☐ `idemcore-27b` ☐ `idemcore-35b-moe` (each only on Verified Hardware for that model)
Machine binding (machine fingerprints supplied by Customer): ☐ Yes ☐ No

Volume band (GPUs licensed under this Order Form)	List price (USD / GPU / year)
GPUs 1–7	12,000

Volume band (GPUs licensed under this Order Form)	List price (USD / GPU / year)
GPUs 8–31	10,000
GPUs 32 and above	8,000

Number of GPUs: __. Volume pricing is graduated: each band's price applies only to the GPUs inside that band. Example: 10 GPUs = 7 × 12,000 + 3 × 10,000 = USD 114,000 per year. The per-GPU fee includes all Licensed Models ticked above.

2C. Pilot (only if a Pilot Agreement is signed)

Pilot	Scope	Fee (USD)
Per-GPU pilot	10 weeks (70 days), 1 Licensed Model, up to 2 GPUs	5,000

Pilot Start Date: the date Licensor delivers the pilot License File: _____. **Pilot Period end date:** _____.
Pilot credit: if this annual Order Form is signed within **60 days after the end of the Pilot Period**, the pilot fee paid is credited in full against the Year-1 fee. The credit cannot exceed the Year-1 fee and is never paid out in cash.

Licence fees only. The fees in Part 2 are solely for the licence to use the Licensed Materials within the licensed scope. Standard support and updates under the SLA are included. Model onboarding and other professional services are not included; they are ordered and priced separately on a Services Order Form.

Part 3 — Design-partner discount (Year 1 only)

☐ **Design-partner discount: 40% off the Year-1 list price** of every item in Part 2 ordered on this Order Form (and of any upgrade added during Year 1, pro-rated). Licensor ticks this box only if all of the following are true:
1. Customer is one of Licensor's first three (3) design partners (counted across Network and Per-GPU customers);
2. this Order Form is signed within 60 days after the end of the Pilot Period (or, if there was no pilot, by _____);
3. Customer allows Licensor to use Customer's name and logo on Licensor's website and materials as a customer, and to publish one case study whose text Customer approves before publication (approval not to be unreasonably withheld; no Confidential Information of Customer is included); and
4. Customer joins up to 6 feedback calls of up to 60 minutes during Year 1 (for example monthly for the first 6 months) at mutually convenient times.

The discount applies to Year 1 only. It does not apply to renewals or true-ups, or to the pilot fee. If Customer later withdraws logo permission (MLA §19), the discount already given is not reclaimed.

Part 4 — Price summary, Year 1

Line	USD
List price of items in Part 2 (Year 1)	
Design-partner discount (40% of list, if Part 3 ticked)	–
Pilot credit (if Part 2C applies)	–
Total Year-1 fee due	

Worked example (Per-GPU License, 4 GPUs, after a per-GPU pilot): list 4 × 12,000 = 48,000 − pilot credit 5,000 = **43,000 due** at signing; Year 2: 48,000.
Worked example (same, design partner): list 48,000 − 40% (19,200) = 28,800 Year 1 − pilot credit 5,000 = **23,800 due** at signing. Year 2: 48,000 (list); Years 3–4: at most +10% per year.

Part 5 — Term, renewal and price protection

- **Subscription Term:** 12 months from the date the annual License File is delivered.
- **Renewal:** automatic for 12-month terms unless either Party gives notice at least 60 days before the end of the term (MLA §11.2).
- **Year 2 price:** the **list price** on this Order Form for the same scope (no discount).
- **Price protection (all customers):** for the first three renewal terms (Years 2, 3 and 4): Year 2 is charged at the list price above; in Years 3 and 4 the annual fee for the same scope will not increase by more than **10%** over the prior year's fee. The end of a Year-1 discount is not a price increase. Licensor gives at least 90 days' written notice of any increase. After Year 4, Licensor's then-current list price applies.
- **Upgrades:** Customer may add GPUs or Licensed Models at any time; the extra fee is pro-rated to the end of the current term. Downgrades take effect only at renewal.

Part 6 — Payment and taxes

- **Invoicing:** pilot fee on signing of the Pilot Agreement; annual fee on the Effective Date and each renewal date.
- **Due date:** 30 days after invoice. License Files for a new Customer are issued after cleared funds are received (MLA §10.2).
- **Method:** USD bank transfer (SWIFT) to the Licensor USD account stated on the invoice, from the paying account listed in Part 1. All bank and intermediary charges are for Customer's account.
- **Digital assets:** not accepted directly by Licensor (MLA §10.4). Customer may convert digital assets to USD through its own licensed payment service provider before paying.
- **Invoices and VAT (MLA §10.7):** 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.
- **Taxes and withholding (MLA §10.7–10.8):** Customer expects withholding tax on payments to Licensor: ☐ No ☐ Yes, at __% under _____. 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. Gross-up applies (MLA §10.8(d)).
- **Customer acknowledgement:** Customer has considered any withholding tax that may apply in its jurisdiction (which can be up to 30% for some U.S. payors while no income-tax treaty with Vietnam is in force) and agrees that the gross-up in MLA §10.8 applies unless the Parties agree a net amount in Part 8.

Part 7 — Deliverables and options

- **Delivered:** Software in binary form and/or container image; Licensed Models in locked form via a time-limited download link or another secure transfer agreed with Customer; License File(s); Documentation; `NOTICE` file (MLA §8.4). **No source code.**
- **License File grace period:** as shown in the License File (default 30 days after expiry), for operational continuity only (MLA §12.1).
- **Support:** included, per the SLA. Named support contacts: up to 3 (Per-GPU).
- **Optional heartbeat (MLA §6.4, DPA-lite §4):** ☐ Off (default) ☐ Anonymous daily heartbeat enabled.
- **Licence continuity (MLA §12.3):** ☐ Not selected (default) ☐ Selected — escrow agent: _____; escrow fees paid by Customer (available on request).

Part 8 — Special terms

`[None.]` Any term here overrides the MLA only if it names the MLA section it overrides. Examples of terms agreed here: patent indemnity cover (MLA §14.1), a net-of-withholding price (MLA §10.8), escrow fees.

Signatures

By signing, each Party agrees to this Order Form and the documents it incorporates.

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