IDEMCORE PILOT AGREEMENT — ON-PREM PER-GPU PILOT

> **Standard terms — not legal advice; your counsel may review before signing.** Version 1.0 (2026-11-05). Fields shown as `[●]` or _____ are completed for each deal before signing. English governs.

Pilot No.: `PI-_____` **Customer ID:** `CUST-_____`

This Pilot Agreement is 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 `[Customer legal name, registration number, jurisdiction]` ("**Customer**"). Customer gives the KYC details in Part 1 of the Order Form template (MLA §3) before signing. Capitalised terms have the meaning in the Idemcore Master License Agreement v1.0 (the "**MLA**").

1. Purpose

Customer evaluates the Idemcore engine on its own infrastructure for deterministic, bit-exact inference on its own GPUs.

2. Scope

	☐	Scope	Fee (USD)
Per-GPU pilot	☐	1 Licensed Model _____; up to 2 GPUs; machines _____	5,000

3. Pilot Period

The pilot runs from the Pilot Start Date for **10 weeks (70 days)** (the "**Pilot Period**"). The Pilot Start Date is the date Licensor delivers the pilot License File. Extensions are only by written agreement. The pilot License File expires automatically; its technical grace period is for continuity only (MLA §12.1).

4. Fee, payment and credit

4.1 The pilot fee is invoiced on signing and paid in advance by USD bank transfer (MLA §10.3–10.4). Licensor delivers the pilot License File after cleared funds are received.
4.2 **Credit.** If Customer signs an annual Order Form within **60 days after the end of the Pilot Period**, the pilot fee is credited in full against the Year-1 fee (it cannot exceed the Year-1 fee and is never paid out in cash).
4.3 **Design-partner discount.** Signing the annual Order Form within the same 60 days after the end of the Pilot Period is also one of the conditions of the Year-1 design-partner discount (Order Form Part 3).
4.4 Otherwise the pilot fee is non-refundable, except under §7.

5. Terms that apply

The MLA applies to the pilot (including §5 Restrictions, §7 Benchmarking, §16 Confidentiality, §18 Sanctions and §20 Disputes), with these changes: (a) the warranty in MLA §13.2–13.4 is replaced by §7 below; (b) Licensor's total liability is limited to the pilot fee paid (MLA §15.2); (c) the SLA applies as stated in §8.

6. Success criteria

The Parties agree success criteria in writing at kick-off (an email is enough). Examples:
(a) `idemcore-selftest` passes on Customer's Verified Hardware;
(b) cross-machine replay of `[N]` sampled requests matches bit-for-bit;

(c) throughput of at least [__] tokens/s on [GPU] for [model] at context length [__];
(d) integration with Customer's application within [__] days.
Meeting or missing a success criterion does not by itself oblige either Party to sign an Order Form.

7. Pilot remedy

If the packaged self-test fails on Verified Hardware and Licensor cannot fix it within 10 business days after Customer's reproducible written report, Customer may end the pilot by notice and Licensor refunds the pilot fee in full. This is Customer's exclusive remedy for non-performance during the pilot.

8. Support

Business-hours support under the SLA, one onboarding call, and a shared chat channel for the Pilot Period.

9. End of pilot

Unless an annual Order Form is signed, Customer stops using and deletes the Licensed Materials within 10 days after the Pilot Period ends and confirms deletion by email. Customer may share pilot results and feedback with Licensor; publication of results follows MLA §7.

10. Data

The DPA-lite applies. Licensor receives no prompts or Outputs from the on-prem engine.

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