

Humanix Data Licence Agreement

Version 2.0

Effective 1 September 2026

Humanix Ltd, registered in Cyprus, HE 496907

Version reference: d1a-2.0-2026-09-01

This agreement replaces the Humanix Data Licence Agreement dated 11 June 2026, Version 1.0, in full.

1. Parties, and how this agreement is formed

This agreement is between Humanix Ltd, a company registered in the Republic of Cyprus with registration number HE 496907, whose registered office is at Omonoias, 52, Troodos Court, 1st floor, Flat/Office 3, 3052, Limassol, Cyprus ("Humanix", "we", "us"), and the organisation named in the Order Form ("you", "the Customer").

Each licence is agreed individually. We and you sign an Order Form which sets out the dataset, the permitted uses, the fee, the term and anything else specific to that deal. These terms apply to every Order Form unless the Order Form says otherwise, and where the two disagree the Order Form governs.

There is no self-service route to a licence and no marketplace. Every licence is negotiated and signed.

2. Definitions

"Dataset" means the material identified in an Order Form.

"Order Form" means a document signed by both of us identifying a Dataset and the terms on which you may use it.

"Permitted Use" means the use of the Dataset described in the Order Form.

"Contributor" means a person who created part of a Dataset and from whom we acquired the rights in it.

"Derived Model" means any machine learning model, or any weights, embeddings or other parameters, produced in whole or in part by processing a Dataset.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where control means holding more than fifty per cent of the voting rights or the power to direct the management of that entity.

"Contractor" means a third party engaged by the Customer to perform services for the Customer, and not for its own account.

3. What we license to you

On the terms of this agreement and the Order Form, we grant you a non-exclusive, non-transferable, worldwide licence for the term stated in the Order Form to use the Dataset for the Permitted Use. The licence takes effect when the Order Form is signed. Clause 6 governs what happens if you do not pay.

The licence is non-exclusive in every case. We may license the same Dataset, or any part of it, to as many other organisations as we choose, at the same time and on any terms, including terms different from yours. If you want exclusivity over a Dataset, it must be bought and stated in the Order Form.

We license data. We do not sell it. Nothing in this agreement transfers ownership of a Dataset, of any part of it, or of any intellectual property right in it. The Dataset, the database right in it, and everything we hold that is not expressly licensed to you stays ours.

Unless the Order Form says otherwise, the Permitted Use includes training, fine-tuning and evaluating machine learning models, and using a Derived Model commercially.

You may allow your Affiliates and your Contractors to exercise the licence on your behalf, provided you make them subject to obligations at least as strict as these and you stay responsible for what they do.

4. What you may not do

You may not sublicense, resell, publish, or otherwise make a Dataset or any substantial part of it available to anyone else. A Derived Model is not a substantial part of a Dataset, and this restriction does not stop you distributing one.

You may not attempt to identify any Contributor, or to link any part of a Dataset to a named person, and you may not combine a Dataset with other data for that purpose.

You may not use a Dataset to build, train or improve a dataset that competes with ours, or to reconstruct our question set or our valuation method.

You may not use a Dataset for any purpose the Order Form does not permit, and you may not use it in a way that breaks the law of any country where you operate.

You must not remove or alter any provenance record, watermark or identifier we embed in a Dataset.

5. Delivery and access

We deliver a Dataset in the format and by the route stated in the Order Form, once payment has cleared. Where the Order Form provides for access to a service rather than a delivery, we give you credentials and you keep them secure.

We will tell you promptly if we discover an error in a Dataset we have delivered, and we will supply a corrected version.

6. Fees and payment

Fees are stated in the Order Form in US dollars. There is no other currency and no other instrument. Any earlier version of this agreement that referred to a token, to token-denominated fees, or to a token purchase agreement, is superseded, and none of it applies to any Order Form signed under this version.

We invoice as the Order Form sets out. Payment is due within thirty days of the invoice date unless the Order Form says otherwise.

Fees exclude value added tax and any equivalent tax, which you pay in addition where it applies. Where you are required to withhold tax, you gross up so that we receive the amount we invoiced.

Late payment carries interest at the rate set by the Cyprus law on late payment in commercial transactions. If an invoice is more than sixty days overdue we may suspend your access to a Dataset until it is paid, having given you fourteen days' written notice.

Fees are not refundable once a Dataset has been delivered, except where you terminate under clause 15 for our material breach, where we have failed a warranty in clause 8 and cannot remedy it, or where we terminate a licence under clause 13. In each of those cases we refund the proportion of the fee that reflects the unexpired part of the term.

7. Where the data came from

Every contribution in a Dataset was written by a person, in answer to a question we asked, on a platform where the person was told at the time that their answer would be bought by us and licensed to organisations building artificial intelligence systems. Each contributor accepted terms under which the rights in the contribution were assigned to us, or, where the law of their country does not allow assignment, exclusively licensed to us.

Each contributor is owed an agreed price, fixed at the moment we accepted the contribution. We buy contributions outright and the price does not change afterwards. Our contributor terms provide for payment out of licensing revenue rather than on a fixed date, so the amount owed for a given contribution may or may not have been paid at any particular moment. Nothing in a Dataset is conditional on that. The rights passed to us at acceptance and are not affected by when a contributor is paid.

Every contribution passed a quality check, which looks at whether the answer addresses the question, whether it is coherent, and whether it carries enough substance to be worth buying. Every contribution accepted on or after 19 June 2026 also passed an automated authenticity check, which looks at whether a person wrote it rather than a machine and whether it is the contributor's own work rather than copied. Contributions that failed either check are not in any Dataset. Where a Dataset contains material accepted before 19 June 2026, the Order Form says so.

We keep per-contribution provenance records. For contributions accepted on or after the effective date of our current contributor terms we also hold a record of which version of those terms the contributor accepted and when; for earlier contributions we hold the date of registration and the version in force

then. If you are audited, or if you need to demonstrate the provenance of your training data to a regulator or a customer of your own, we will supply what we hold, subject to clause 11.

Datasets are pseudonymised. They carry no name, no email address and no account identifier. Each contribution carries an opaque reference which only we can resolve, and which we use to attribute revenue and to pay the contributor. Where a profile attribute is included, it is included as a category, such as an age band or a country, and never as anything that identifies a person.

8. What we promise you

We warrant that:

- we have the right to grant the licence in clause 3, and to grant it for the Permitted Use;
- the Dataset was collected as clause 7 describes;
- to the best of our knowledge the Dataset does not infringe any third party's intellectual property rights;
- we have complied with data protection law in collecting and preparing the Dataset, and each contributor was given the information the law requires;
- the Dataset matches the description in the Order Form in all material respects.

We do not warrant that a Dataset is accurate, complete, free of error, or fit for any particular purpose you have in mind, and we do not warrant any result you get from using it. Contributions are what people told us. Some of them will be wrong. You are responsible for deciding whether a Dataset is suitable for what you want to do with it, and for testing it.

Apart from the warranties in this clause, and anything the law implies that cannot be excluded, we give no warranties.

9. What you promise us

You warrant that you will use the Dataset only for the Permitted Use, that you will comply with data protection law and with any law applying to artificial intelligence in the countries where you operate, and that you will keep the Dataset secure to a standard no lower than the one you apply to your own confidential material of equivalent value.

Each of us will tell the other within seventy-two hours of becoming aware of unauthorised access to a Dataset, and will give the other what it reasonably needs in order to meet its own notification obligations.

Questions and notices to us under this agreement go to legal@humanix.me as well as to the address in the Order Form.

10. Data protection

Datasets are pseudonymised, and we do not expect a Dataset to contain personal data. Where a Dataset does contain personal data, each of us is a controller in our own right in respect of it, and neither of us is the other's processor.

Where either of us needs a data processing agreement in respect of anything else done under an Order Form, we will sign one and it forms part of this agreement.

You must not attempt to re-identify anyone, as clause 4 already says, and you must tell us if you discover that a Dataset contains information identifying a person, so that we can correct it.

If a contributor exercises a right that affects a Dataset you hold, we will tell you and each of us will do what the law requires. We cannot recall a Dataset you have already used to train a model, and neither of us undertakes to retrain a model.

11. Confidentiality

Each of us will keep the other's confidential information confidential, use it only for this agreement, and disclose it only to people who need it and are under equivalent obligations. This does not cover information that is public through no fault of the recipient, that the recipient already had, or that the law requires to be disclosed.

The terms of an Order Form, including the fee, are confidential to both of us.

Our question set, our valuation method and our scoring method are our confidential information and our trade secrets. Nothing in clause 7 requires us to disclose any of them.

12. Audit

Once in any twelve-month period, on thirty days' written notice, we may audit your compliance with clauses 3, 4 and 9. The audit is at our cost, conducted during business hours, by us or by an independent auditor bound by clause 11, and it must not disrupt your business unreasonably.

If an audit shows a material breach of any of those clauses, you pay the cost of the audit and remedy the breach within thirty days.

13. Intellectual property claims

We will defend you against a claim that your use of a Dataset for the Permitted Use infringes a third party's intellectual property right, and we will pay the damages and costs finally awarded, provided you tell us promptly, let us control the defence, and do not settle without our agreement.

We are not liable under this clause where the claim arises from your use of a Dataset outside the Permitted Use, from your combining it with anything else, from your continuing to use a Dataset after we asked you to stop, or from a Derived Model's output rather than from the Dataset itself.

If a Dataset becomes the subject of a claim, we may replace it, modify it, or terminate the licence and refund a proportion of the fee reflecting the unexpired term.

13.1 Contributor claims for further payment

Under Article 20 of Directive (EU) 2019/790, and under equivalent national provisions, a contributor may in some countries claim additional payment where the sum they were paid turns out to be disproportionately low against what the work later earned. In Germany that claim can be brought directly against a licensee in the chain, which means against you.

As between us and you, that risk is ours. If a contributor brings such a claim against you in respect of material we licensed to you, tell us promptly, and we will take it over and indemnify you against it, on the same conditions as clause 13. You must not settle one without our agreement.

14. Liability

Neither of us limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law does not allow to be limited.

Neither of us is liable for loss of profit, loss of anticipated saving, or any indirect or consequential loss.

Each party's total liability under this agreement is limited to the fees paid or payable under the relevant Order Form in the twelve months before the claim.

That limit does not apply to your obligation to pay the fees, to a breach of clause 4, to a breach of clause 11, or to our obligations under clauses 13 and 13.1.

15. Term and termination

This agreement runs for as long as any Order Form is in force.

Each Order Form runs for the term it states.

Either of us may terminate an Order Form, or this agreement, on written notice if the other commits a material breach and does not remedy it within thirty days of being asked to, or becomes insolvent.

On termination you stop using the Dataset and delete every copy you hold, and confirm in writing that you have done so within thirty days. You may keep one archival copy where you are required to by law or by your own auditors, held under clause 11 and not used.

Termination does not require you to delete, retrain or stop using a Derived Model built while the licence was in force, unless we terminate for your breach of clause 4, in which case it does.

Clauses 2, 4, 6, 7, 8, 9, 11, 13, 13.1, 14, this clause, and clause 17 survive termination.

16. General

Neither of us may assign this agreement without the other's written consent, except to a buyer of substantially the whole of the relevant business.

Neither of us is liable for a failure caused by something genuinely outside our control. This does not excuse a failure to pay.

Notices go to the addresses in the Order Form, in writing, and take effect on delivery.

This agreement together with the Order Form is the whole agreement between us on its subject, and each of us confirms that we are not relying on any statement not written into it. This does not exclude liability for fraudulent misrepresentation.

A change to this agreement is only effective if it is in writing and signed by both of us. We may publish a new version of these terms, and a new version applies only to Order Forms signed after it takes effect.

If a court decides that any part of this agreement cannot stand, the rest continues to apply.

Nothing in this agreement makes either of us the other's partner or agent, and nobody other than you and us can enforce it.

Neither of us will use the other's name or logo publicly without written consent, except that either may state the fact of the relationship where the law requires it.

You will comply with export control and sanctions law, and you confirm that you are not named on any applicable sanctions list.

17. Law and jurisdiction

This agreement is governed by the law of the Republic of Cyprus, and the courts of Cyprus have exclusive jurisdiction.