

Humanix Data Licence Agreement

Version 3.0. Published at humanix.me/licensing/agreement. This version is kept permanently at humanix.me/licensing/agreement/v3. It takes effect on the date it is published. Publication date: 25 September 2026.

On publication, this version replaces the Humanix Data Licence Agreement Version 2.1, and Version 2.0 of 1 September 2026, in full for licences agreed after that date.

Parties. Humanix Ltd, company number HE 496907, registered office Omonoias 52, Troodos Court, 1st floor, Office 3, 3052 Limassol, Cyprus (Humanix, we, us). The entity named as licensee in a Quote (you, your).

1. How this agreement works

1.1 We license Data to you on these terms. Each order is a Quote. A Quote we issue is an offer to license the Data it describes.

1.2 A Contract forms when we receive your signed Quote, unchanged, before the Quote's expiry date. You sign through our online signing process or by returning the signed Quote PDF under clause 27. No countersignature by us is needed after we have issued the Quote.

1.3 Each Contract is made up of the signed Quote, the version of this agreement named in the Quote, and any attachment the Quote identifies.

1.4 Each Quote names the version of this agreement that binds you. We keep every published version at humanix.me/licensing/agreement/v{N}, where {N} is the version number. A later version does not change a signed Quote or an outstanding Quote that names an earlier version. A change to a Contract needs the written agreement of both parties.

1.5 If the Quote and this agreement conflict, an express variation stated in the Quote prevails for that order. If a schedule conflicts with these clauses, these clauses prevail, except that Schedule B adds terms for Resellers and Schedule C governs Samples. The mandatory terms of any data transfer instrument under clause 12.15 prevail over everything else.

1.6 Your purchase-order terms or standard terms do not apply unless we accept them in writing.

1.7 We operate humanix.me, where people answer questions in their own words. We license the resulting Data. This is a licence, not a sale. It does not transfer ownership of the Data to you. It does not decide how any privacy law classifies the transaction.

2. Definitions

2.1 In this agreement:

Affiliate means an entity that controls, is controlled by, or is under common control with a party.

Business Day means a day other than a Saturday, Sunday or public holiday in Cyprus. Other references to days mean calendar days.

Collected Data means Data gathered after the Quote date to fill the cohorts and specification stated in the Quote, on the schedule stated in the Quote.

Confidential Information means non-public information disclosed by a party under the Contract that is marked confidential or that a reasonable person would treat as confidential, including the Data, pricing, Quote terms and our methods.

Data means the Units delivered under a Quote, with the Profile Data and Trait Data attached to them, together with the Provenance Records, Datasheet, schema and manifest. It includes copies and derived forms that still contain contributor content or Personal Data.

Datasheet means our document describing the Data delivered: its categories, dates, structure, known limitations and provenance.

Existing Data means Data already collected at the date we issue the Quote.

Licence Term means the period stated in the Quote. Unless the Quote states otherwise, it starts on the date of the first delivery under the Quote.

Licensed Model means a model that you train or fine-tune, in whole or in part, using the Data during the Licence Term for a Permitted Use that allows training. A stored copy of the Data, a retrieval index built from it or a set of per-Unit embeddings is not a Licensed Model.

Minimum Cohort means the minimum number of distinct contributors in any released slice of the Data. It is 20 unless the Quote states a higher number.

Permitted Use means the use stated in the Quote: evaluation only, post-training, pre-training and post-training, or non-commercial research.

Personal Data means personal data under the EU General Data Protection Regulation and personal information protected by other privacy law that applies to a party.

Profile Data means de-identified information about a contributor, delivered as categories, in the dimensions selected in the Quote. It may include Special Category Data.

Provenance Record means the record delivered with each Unit containing a Unit identifier or content hash, the contributor terms version, the month collected and the recorded consent basis. It does not identify the contributor.

Quote means our written quote, in the form of Schedule A, that you sign. A signed Quote is the order form.

Re-identification means any attempt or action to identify a contributor of the Data, directly or indirectly.

Reseller means a licensee whose Quote states that Schedule B applies.

Restricted Delivery Date means a date stated in the Quote before which we do not deliver the Special Category Data or Trait Data identified in the Quote.

Sample means evaluation data made available under Schedule C.

Scope means the scope stated in the Quote: one named model family, your organisation, or your organisation and its Affiliates.

Signature Record means the record we keep of an online signing under clause 27.2.

Special Category Data means information revealing religion, ethnic origin, sexual orientation, health or another matter treated as a special category by applicable data protection law. It may occur in an answer, in Profile Data or in Trait Data.

Trait Data means human traits inferred by automated assessment from a contributor's own words, attached to a Unit, as selected in the Quote.

Unit means one answer from one contributor to one question, together with any follow-up exchange the Quote states is included.

3. Licence grant

3.1 Subject to payment, we grant you a non-transferable licence, non-exclusive unless the Quote elects exclusivity under clause 6, to copy, store, format, adapt and use the Data, worldwide, for the Permitted Use, within the Scope, during the Licence Term. The grant includes the copyright and database rights we control and that are needed for that use.

3.2 The licence is not sublicensable, except as Schedule B allows a Reseller. Access given under clause 5 is not a sublicense.

3.3 Evaluation only means you may assess and test models and systems against the Data. You may not train, fine-tune or otherwise improve any model with it, or use labels derived from it as training material.

3.4 Post-training means you may fine-tune or otherwise further train an existing model, and evaluate. Pre-training and post-training means you may also use the Data in initial training.

3.5 Non-commercial research means research at a university or non-profit organisation for the project stated in the Quote, not for commercial development or deployment.

3.6 You may create derived forms of the Data, such as converted formats or embeddings, solely for the Permitted Use. Derived forms remain Data.

3.7 You may combine the Data with other material you lawfully hold for the Permitted Use. You must not do so to identify a contributor, to exceed the Scope or Permitted Use, or to join the Data with Data licensed to another party.

3.8 You must not use the Data to build a substitute dataset for licensing or supply to any third party, except as a Reseller under Schedule B.

4. Rights in trained models and outputs

4.1 As between the parties, you own the Licensed Models you train and their outputs. We claim no rights in them because you used the Data. This clause does not create rights that the law does not recognise and does not affect the rights of contributors or other third parties.

4.2 Your rights in Licensed Models and their outputs survive the end of the Licence Term or termination.

4.3 Licensed Models and their outputs must not contain the Data in raw form. You must take reasonable steps so that a Licensed Model does not reproduce a substantial part of the Data or output content that identifies a contributor.

4.4 Clauses 4.1 and 4.2 do not permit any retention or processing that data protection law prohibits, and are subject to clause 12.

4.5 When the Licence Term ends or the Contract terminates, your licence to use the Data itself ends and clause 12.12 applies.

5. Affiliates, staff and processors

5.1 If the Scope includes Affiliates, you may make the Data available to them for their internal use on these terms. You are responsible for their compliance as if it were your own.

5.2 You may give access to your employees and to service providers acting on your documented instructions, only as needed for the Permitted Use. Service providers must not use the Data for their own purposes. You must bind them to written confidentiality, security, use and deletion terms no weaker than clause 12. You are responsible for their acts and omissions.

5.3 You may not sell, resell, sublicense, rent, publish or otherwise provide the Data to any third party, except under this clause 5 or Schedule B.

6. Non-exclusivity and the exclusivity option

6.1 Every licence under this agreement is non-exclusive, except where the Quote elects exclusivity under clause 6.2. Apart from that exception, we may license the same or overlapping Data to others and may collect further answers.

6.2 A Quote may elect exclusivity over the Units it names, for one of these terms: 90 days, 180 days, 1 year, 2 years or 3 years. We do not grant exclusivity for any other term, and never for an indefinite or perpetual term.

6.3 Exclusivity is available only over Units that have never been licensed to anyone before, including for evaluation or as a Sample. Once a Unit has been licensed to anyone, it can never be licensed exclusively again.

6.4 While exclusivity runs, we will not license the exclusive Units to anyone else. Exclusivity is granted to the licensee named in the Quote only. It covers only the Units the Quote names. It does not extend to other Units, including answers to the same or similar questions, to similar, derived or synthetic data that does not contain the exclusive Units, or to updates or refreshes. It places no restriction on what any contributor answers, on humanix.me or elsewhere.

6.5 Exclusivity takes effect only when payment for the exclusive Units has cleared. Until then, the Units are not reserved for you and we may license them to others. The exclusivity term for each exclusive Unit starts when we deliver that Unit.

6.6 Exclusivity ends at the end of its term, or earlier if the Contract ends. It does not renew or roll over. This agreement gives no right of first refusal, first offer or matching, no most-favoured-customer right, and no sell-off or wind-down period after the exclusivity term.

6.7 Separately from exclusivity, a Quote may elect that the Units delivered under it have not been delivered to any other licensee before we deliver them to you. This is not exclusivity and does not restrict our licensing of those Units to others after that delivery. It is not a statement that no other person has seen the Units.

7. Collection to specification

7.1 If the Quote includes Collected Data, we will gather new answers to fill the cohorts and specification it states, on the schedule it states.

7.2 If we expect to miss a specification or a scheduled date, we will tell you promptly and propose a change. A change needs written agreement.

7.3 If we do not deliver a scheduled instalment by its date, you may cancel the undelivered portion of that instalment by written notice. We will refund prepaid fees for that portion within 14 days.

7.4 Clause 7.3 is your remedy for late or short delivery of Collected Data. It does not remove a claim for a separate breach of clause 12, 13 or 15.

8. Delivery

8.1 We will deliver Existing Data within 30 days of receiving the payment due for it in cleared funds.

8.2 We will deliver Collected Data on the schedule stated in the Quote.

8.3 Delivery occurs when we make the Data securely available in the format stated in the Quote and notify your delivery contact. Each delivery includes a schema, a manifest, a Datasheet and a Provenance Record for each Unit.

8.4 If the Quote states a Restricted Delivery Date, we deliver the Data without the identified Special Category Data and Trait Data under clauses 8.1 and 8.2, and deliver those fields by the release deadline stated in the Quote. Withholding those fields does not mean the remaining Data is free of Special Category Data.

8.5 We will not release any slice of the Data containing fewer than the Minimum Cohort of distinct contributors. If we reasonably conclude that a selection cannot be delivered lawfully, we will tell you, and either party may cancel that portion for a refund of prepaid fees within 14 days.

8.6 If a delay is caused by your failure to provide something the Quote makes your responsibility, the delivery date extends by the period of that failure. We will tell you promptly what is missing.

8.7 We provide no support, refresh or update unless the Quote says so. This does not limit the cooperation duties in clause 12.

8.8 We may use service providers to host, process or deliver the Data. They are bound by written confidentiality and security terms.

9. Acceptance and remedies for defects

9.1 You have 10 Business Days from delivery to notify us in writing of any material failure to conform to the Quote that a reasonable inspection would reveal. The notice must identify the affected Data and the failure.

9.2 If you do not give notice in that period, the delivery is accepted as to such failures. Acceptance does not waive a latent defect, an express warranty in clause 15 or a claim under clause 12.

9.3 If you notify a conforming failure, we will correct it or replace the affected Units within 30 days. If we do not, you may reject the affected Units and we will refund their allocated price within 14 days. This is your remedy for defects in conformity.

9.4 If we do not deliver Existing Data within the 30 days in clause 8.1, or restricted fields by the release deadline in clause 8.4, you may cancel the undelivered portion by written notice given after the deadline. We will refund prepaid fees for that portion within 14 days.

9.5 Title to the Data remains with us. Nothing passes to you except the licence.

10. Fees, invoicing and payment

10.1 The price, currency and invoicing points are stated in the Quote. Prices exclude VAT and other taxes.

10.2 We invoice you as stated in the Quote. You pay by bank transfer to the account stated on the invoice, within 30 days of the invoice date unless the Quote states otherwise.

10.3 We may withhold delivery until payment clears. The 30-day delivery period for Existing Data starts on cleared payment.

10.4 If you do not pay on time, we may charge statutory interest for late payment in commercial transactions under the Cyprus Late Payments in Commercial Transactions Law, Law 123(I)/2012, which implements Directive 2011/7/EU, at the rate that law sets from time to time, from the due date until payment. We may also claim the fixed recovery sum that law provides, which is at least 40 euros.

10.5 If you dispute an invoice in good faith, you must tell us within 30 days of the invoice date, explain the dispute and pay the undisputed part on time.

10.6 You may not set off amounts against our invoices unless we agree in writing or the law does not allow set-off to be excluded.

10.7 If law requires you to withhold tax, you must tell us before payment, deduct only what the law requires, and send us the certificate. Both parties will cooperate to obtain any available treaty relief.

11. Taxes

11.1 Each party is responsible for taxes on its own income. You pay any VAT or similar transaction tax properly charged on the licence and shown on a valid invoice.

12. Data protection

12.1 The Data is de-identified but is not anonymous. Both parties treat it as Personal Data, including Special Category Data, unless a documented legal assessment concludes otherwise. The Minimum Cohort is a contractual safeguard, not a claim of anonymity.

12.2 We collected the Data as controller under contributor terms that permit licensing of answers for AI training and evaluation, on the consent basis recorded in each Provenance Record. Before delivery we must hold the rights, notices and lawful basis we need to collect, assess and disclose the Data to you for the Permitted Use.

12.3 The parties expect to be separate controllers for their own processing. Actual roles decide. If a Quote for Collected Data would make the parties joint controllers or make one a processor for the other, the parties will put the arrangement Article 26 or Article 28 GDPR requires in place before that processing starts.

12.4 You must comply with all data protection law that applies to your processing of the Data, including the EU General Data Protection Regulation, the UK GDPR where it applies, Cyprus Law 125(I)/2018 where it applies, and applicable US state privacy law. You must establish your own lawful basis and any Article 9 condition before you use the Data.

12.5 You must not attempt Re-identification, by yourself or through any third party.

12.6 You must not combine the Data with any other data with the purpose or effect of identifying any contributor.

12.7 You must not remove, alter or obscure any Provenance Record, or break the link between a Unit and its Provenance Record while you hold the Unit. You need not embed Provenance Records in model parameters or outputs.

12.8 If you find content in the Data that appears to identify a contributor, you must notify us within 5 Business Days, stop using that Unit, and delete it at our request.

12.9 You must keep the Data secure using appropriate technical and organisational measures, including access controls, secure transfer and an incident response process. You must limit access to people who need it for the Permitted Use, and must not place the Data in any public repository or otherwise make it public.

12.10 You must not use the Data to contact any contributor or to make decisions about any individual contributor.

12.11 You must apply safeguards appropriate to Special Category Data, wherever it occurs in the Data.

12.12 Within 30 days after the Licence Term ends or the Contract terminates, you must delete the Data, all copies and all derived forms that still contain Data, and confirm deletion in writing at our request. You may keep Licensed Models subject to clause 4.4 and statistics that do not permit identification of contributors. You may keep one copy solely to satisfy a legal retention duty, isolated and unused for any other purpose. You must delete backups within 90 days unless law requires retention, and must reapply any deletion instruction if a backup is restored.

12.13 Each party will notify the other without undue delay of a Personal Data breach affecting the Data where the other needs to know to respond or comply with law, and will share the facts it has. Each party makes its own regulatory notifications.

12.14 If either party receives a data-subject request or a correction notice that appears to relate to the Data, it will tell the other promptly. Each party will cooperate to the extent the Data as delivered allows. Neither party will collect extra identifying information in order to do so.

12.15 If you are established outside the European Economic Area, or will access the Data from outside it, the transfer relies on a valid transfer mechanism recorded in the Quote or in a transfer schedule we provide. This may be the EU Standard Contractual Clauses (controller-to-controller module), the UK International Data Transfer Agreement or UK Addendum where UK data protection law applies, or the EU-US Data Privacy Framework where you are certified and it remains valid. Any instrument must be completed and in effect before transfer. You must tell us before any onward transfer to another country, and must not make it without a valid mechanism.

12.16 If a contributor withdraws consent or exercises a right of erasure, correction or restriction, we will notify you of the affected Units by identifier or content hash. You must stop using those Units for training, evaluation or onward supply as soon as you receive the notice, and delete them, and all derived forms containing them, within 30 days of the notice or sooner if law requires. You must pass the notice to your Affiliates, service providers and, if you are a Reseller, your customers, so that they complete deletion within the same 30 days.

12.17 A notice under clause 12.16 does not by itself require you to retrain or destroy a Licensed Model. You must, however, assess whether the model or its outputs still hold or use the affected Personal Data, and take any step data protection law requires. There is no blanket exemption for models trained before the notice.

12.18 For Units removed under clause 12.16 we will, at our choice, replace them with comparable Units within 30 days where lawfully and reasonably available, or credit their allocated price against your next invoice, or refund it if no further invoice is due. A refund does not permit continued use.

12.19 Where the California Consumer Privacy Act applies to our disclosure of Data to you as a third party: you may process the Data only for the purposes stated in the Quote; you must give the same level of protection the Act requires; you must tell us if you can no longer do so; we may take reasonable steps to verify your compliance and to stop or remedy unauthorised use; and you must cooperate with deletion, correction and opt-out requests. Neither party will make a disclosure that applicable US state law prohibits, and each party is responsible for any consumer authorisation that law requires of it.

12.20 Nothing in this agreement limits an individual's statutory rights, a regulator's powers or either party's duties under data protection law.

13. Confidentiality

13.1 Each party will keep the other's Confidential Information secret and use it only for the Contract.

13.2 Disclosure is allowed to employees, Affiliates, service providers under clause 5.2 and professional advisers who need it and are bound by confidentiality.

13.3 Confidential Information excludes information that the recipient can show was already known to it, independently developed, received lawfully without restriction, or made public without breach. Public availability does not remove duties under clause 12.

13.4 Disclosure required by law, a court or a regulator is allowed. The disclosing party must give advance notice where lawful and limit the disclosure to what is required. Confidentiality does not prevent a training-data disclosure that law requires of you.

13.5 Confidentiality lasts five years after the Contract ends. Trade secrets remain protected for as long as they remain trade secrets. Personal Data remains protected for as long as it is held.

13.6 Our methods, assessment processes, technical measures and unpublished parameters are trade secrets. You must not attempt to derive them from the Data or the Provenance Records.

14. Compliance support

14.1 We provide the Datasheet, schema, manifest and Provenance Records to help you meet your own legal duties, including training-content summaries under the EU AI Act and training-data documentation under California AB 2013.

14.2 We will answer your reasonable written questions about the provenance of the Data from information we hold. If you need work beyond that, we will agree the scope and cost in writing first.

14.3 We need not disclose trade secrets or Personal Data beyond what this agreement already delivers. You remain responsible for your own regulatory filings and disclosures.

15. Our warranties

15.1 We warrant that:

- (a) we have the authority to enter into the Contract and sufficient rights to grant the licence in clause 3;
- (b) the Data was collected on humanix.me from contributors who accepted terms permitting licensing of their answers for AI training and evaluation, and the consent basis for each Unit is recorded in its Provenance Record;
- (c) we have not knowingly included content copied or scraped from third-party sources, and will remove any such Unit we become aware of;
- (d) our collection and disclosure of the Data for the Permitted Use comply with the duties we take on in clause 12;
- (e) the Data as delivered materially conforms to the selection described in the Quote; and
- (f) we performed the authorship controls that the Datasheet specifies for each delivered collection, and the Datasheet describes them accurately; we have not knowingly included any Unit that breaches the authorship policy stated in the Datasheet; and if we receive credible notice, or find for ourselves, that a Unit breaches that policy, we will quarantine the affected Units, investigate, remove substantiated breaches from later releases, notify each licensee that received the affected Units, and credit the allocated price of those Units against your next invoice, or refund it if no further invoice is due. We do not warrant the absence of undisclosed machine assistance in any Unit. Logged detector scores are not a representation of accuracy and are not part of this warranty.

15.2 Trait Data are automated inferences and are not statements of fact about any contributor. We do not warrant that every Unit is free of error, that the Data is anonymous, or that the Data is fit for any particular model or result.

15.3 Except as stated in this agreement, the Data is licensed as is. This clause does not cut down clause 15.1.

16. Your warranties

16.1 You warrant that:

- (a) you have the authority to enter into the Contract and your signatory is authorised to bind you;
- (b) you will use the Data only for the Permitted Use and within the Scope;
- (c) you will establish the lawful basis, any Article 9 condition and any other permission your processing needs, and will comply with clauses 12 and 13; and
- (d) you are not a person with whom we are prohibited by sanctions law from contracting.

17. Indemnities

17.1 We will defend and indemnify you against third-party claims that the Data as delivered, used as this agreement permits, infringes that third party's copyright or database rights. This covers reasonable defence costs, damages finally awarded and settlements we approve. It does not cover a claim caused by your unauthorised use or modification.

17.2 If a claim under clause 17.1 is made or is likely, we may obtain continued rights for you, replace the affected Data with materially equivalent Data, or end the licence for the affected Data and refund its allocated price.

17.3 You will defend and indemnify us against third-party claims, including regulatory fines and claims by contributors to the extent the law allows, arising from your breach of clause 12, from Re-identification, from use of the Data outside the Permitted Use or Scope, or from the acts of your Affiliates, service providers or Reseller customers.

17.4 The indemnified party must notify the other promptly, allow the indemnifying party to control the defence, and cooperate reasonably. Late notice reduces the indemnity only to the extent it prejudices the defence. No settlement may admit fault or impose non-monetary obligations on the indemnified party without its written consent, not to be unreasonably withheld.

18. Limitation of liability

18.1 Neither party is liable to the other for indirect or consequential loss, or for loss of profit or revenue. This does not exclude amounts payable to third parties under clause 17 or reasonable direct costs of responding to a breach of clause 12 or 13.

18.2 Each party's total liability under a Contract, across all causes of action and including indemnities, is limited to the total fees paid or payable under the relevant Quote.

18.3 The Quote may state a higher cap for our liability under clause 17.1. If it does, our total liability under that Quote for all claims together does not exceed the higher cap, and the caps are not cumulative.

18.4 The caps do not excuse payment of fees due or refunds this agreement promises. Nothing in this agreement limits liability for fraud, for death or personal injury caused by negligence, or for any liability that cannot be limited by law.

19. Audit and verification

19.1 Once every 12 months, at our request, you will complete a short written self-certification, in a form we provide, confirming your compliance with this agreement.

19.2 We may ask you for records that show your use of the Data stays within the Permitted Use and Scope. You will provide them within 20 Business Days. Existing records and summaries suffice where they answer the question.

19.3 If we have reasonable grounds to believe a material breach has occurred, we may inspect your relevant records on 20 Business Days' written notice, during business hours, no more than once in any 12 months, at our cost unless a breach is found. The inspection does not give access to source code, model weights, privileged material or data other than the Data. The parties may use an independent reviewer bound by confidentiality.

19.4 You may verify the Provenance Records, Datasheet, schema and manifest against the Data delivered to you.

19.5 Audit information is Confidential Information.

20. Term, termination and survival

20.1 The Contract starts when it forms under clause 1.2. The Licence Term runs from its start date as defined in clause 2.1.

20.2 Either party may terminate the Contract for a Quote if the other commits a material breach and fails to cure it within 30 days of written notice.

20.3 Either party may terminate immediately on written notice if the other becomes insolvent or enters an analogous proceeding, to the extent insolvency law allows.

20.4 We may suspend delivery or access for an undisputed overdue payment after 10 days' written notice. Either party may suspend affected performance immediately where needed to prevent unlawful processing or serious security harm, and must explain why where lawful.

20.5 On termination or expiry, your licence to use the Data ends, clause 12.12 applies, and your rights in Licensed Models survive under clause 4. We refund prepaid fees for Data that will not be delivered within 14 days. Accrued rights are not affected.

20.6 Clauses 4, 5.3, 12, 13, 14, 17, 18, 19, 20, 21, 22, 24, 26, 27 and 28 survive termination or expiry.

21. Publicity

21.1 Neither party may use the other's name, logo or marks in marketing or publicity without the other's written consent, except as required by law or to its professional advisers under a duty of confidence.

22. Export control and sanctions

22.1 Each party must comply with applicable export control, sanctions and data-transaction restrictions, including those of the EU, the UK and the US.

22.2 You must not make the Data available to any sanctioned person or prohibited destination.

22.3 If a change in law makes performance of a Quote unlawful, either party may end that Quote by written notice, and we will refund prepaid fees for undelivered Data within 14 days.

23. Assignment

23.1 Neither party may assign a Contract without the other's written consent, not to be unreasonably withheld, except to an Affiliate or to a successor that acquires its relevant business and assumes the obligations in writing. The assigning party must give prompt written notice.

23.2 No assignment widens the Scope or permits a transfer that lacks the permissions clause 12 requires.

24. Notices

24.1 Notices must be in writing and sent to the notice email or postal address stated in the Quote or, failing that, to a party's registered office. Privacy and security notices go also to the privacy contact stated in the Quote.

24.2 An email notice is received on the next Business Day after sending, unless the sender receives a delivery failure. A posted or couriered notice is received when delivery is recorded.

25. Force majeure

25.1 A party is not liable for delay caused by events beyond its reasonable control that it could not reasonably prevent. Payment obligations, refunds due, security measures and duties under data protection law are not excused.

25.2 The affected party must notify the other promptly and take reasonable steps to reduce the effect.

25.3 If the event lasts 60 days, either party may end the affected Quote and we will refund prepaid fees for undelivered Data within 14 days.

26. Governing law and disputes

26.1 The Contract is governed by the law of the Republic of Cyprus.

26.2 Before starting proceedings, a party must give written notice of the dispute. Senior representatives of both parties will try to resolve it within 30 days. This does not prevent urgent relief or a step needed to preserve a limitation period.

26.3 Unless the Quote elects arbitration under clause 26.4, the courts of the Republic of Cyprus have exclusive jurisdiction.

26.4 If the Quote elects arbitration, any dispute not resolved under clause 26.2 is finally resolved by arbitration under the LCIA Rules, with one arbitrator, the seat in London and the language English. The arbitration agreement in this clause is governed by the law of England and Wales. Either party may still bring a claim for an undisputed debt under a Quote in the courts of the Republic of Cyprus.

26.5 Either party may seek urgent interim relief from a competent court.

27. Electronic signature and counterparts

27.1 The parties agree to contract electronically. An electronic signature has the same effect between the parties as a handwritten one. The parties rely on Regulation (EU) 910/2014 (eIDAS) and, where applicable, the US Electronic Signatures in Global and National Commerce Act and state enactments of the Uniform Electronic

Transactions Act.

27.2 When you sign a Quote through our website, your signature may be typed, and drawing it is optional. We keep a Signature Record containing the signatory's name, title and company, the time of signing, the email address used, the IP address, the user agent, and hashes of the Quote text and of the agreement version it incorporates. We also keep the signed documents themselves and will give you a copy of the documents and the Signature Record on request.

27.3 You may instead sign the Quote PDF by hand or through your own electronic-signature tool and return it to the notice email in the Quote. A Quote returned that way forms a Contract on the same terms. We keep the returned document and whatever evidence that route provides. We do not promise to obtain IP or device records from a tool we do not operate.

27.4 The signatory must intend to sign and must have authority to bind the licensee.

27.5 The Contract may be signed in counterparts, each of which is an original.

28. General

28.1 The Quote, this agreement, its schedules and any attachment the Quote identifies form the whole agreement between the parties on their subject matter. This does not exclude liability for fraud.

28.2 Amendments must be in writing and agreed by authorised representatives of both parties.

28.3 If any clause is unenforceable, the rest of the Contract remains in force.

28.4 A party's failure or delay in enforcing a right is not a waiver of it.

28.5 The parties are independent contractors. Nothing in this agreement creates a partnership, agency or employment relationship.

28.6 No one other than the parties may enforce this agreement, except your Affiliates where the Scope includes them, and except where a data transfer instrument or applicable law gives another person enforceable rights.

28.7 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Schedule A: order form (the fields each signed Quote carries)

A.1 Humanix completes every field marked essential before issuing a Quote. An optional field left blank means that item does not apply. A blank essential field is not a waiver and does not widen any permission.

Each Quote contains, in this order:

1. Quote number, Quote date, and the date and time zone until which the Quote may be signed. (Essential.)
2. Humanix Ltd details: Humanix Ltd, HE 496907, Omonoias 52, Troodos Court, 1st floor, Office 3, 3052 Limassol, Cyprus. Notice email and privacy contact email as stated in the Quote. (Essential.)
3. Licensee details: legal name, company or registration number and jurisdiction, registered address, VAT or tax number if any, notice email, privacy and security contact, delivery contact. (Essential.)
4. Agreement binding, in these words: "This Quote incorporates the Humanix Data Licence Agreement, version [number], published at humanix.me/licensing/agreement and kept at [humanix.me/licensing/agreement/v\[number\]](https://humanix.me/licensing/agreement/v[number]). By signing, you accept that version. Later versions do not change this Contract." Followed by the hash of the agreement text. (Essential.)

5. Selection summary: subjects; whether Existing Data, Collected Data or both; volume and how it is counted; follow-up exchanges included or not; profile dimensions attached, delivered as categories; cohort filters; traits attached; date range of answers; quality criteria; formats and views; Provenance Record fields; Datasheet contents; whether the Units must not have been delivered to any other licensee before (clause 6.7). (Essential.)
6. Permitted Use: one of evaluation only; post-training; pre-training and post-training; non-commercial research, with the project named. (Essential.)
7. Scope: one of one named model family; the licensee organisation; the licensee organisation and its Affiliates, named or objectively defined. (Essential.)
8. Licence Term: one, two or three years, with the start date rule if different from clause 2.1. (Essential.)
9. Exclusivity: none, or exclusivity elected under clause 6 over the Units named, with its term of 90 days, 180 days, 1 year, 2 years or 3 years. No exclusivity applies if nothing is elected. (Optional.)
10. Minimum Cohort: number of distinct contributors, 20 if not stated. (Optional.)
11. Delivery: one-off, quarterly refresh or monthly feed; delivery method; for Collected Data, the cohorts, specification, instalments and dates; any dependency on the licensee. (Essential.)
12. Restricted Delivery Date: none, or the date before which the identified Special Category Data and Trait Data are not delivered, the fields withheld, the release deadline, and the price allocated to those fields. (Essential where used.)
13. Reseller Schedule: applies or does not apply; if it applies, the customer categories, permitted customer uses, territories, customer term limits and reporting period. (Essential.)
14. Price and payment: total price or per-Unit price, currency, price allocation to instalments and restricted fields, invoicing points, bank transfer terms, payment period if not 30 days, any higher cap under clause 18.3. (Essential.)
15. Data protection and transfers: the parties' expected roles; the licensee's stated lawful basis and Article 9 condition; approved processing and access countries; the transfer mechanism and the executed instrument attached, or "not applicable" with the reason; any Article 26 or 28 arrangement attached; any US state law authorisation recorded. (Essential.)
16. Compliance documentation: any documentation beyond the Datasheet agreed under clause 14, and its delivery date. (Optional.)
17. Dispute forum: Cyprus courts under clause 26.3, or London arbitration under clause 26.4. Cyprus courts apply if nothing is chosen. (Optional.)
18. Signature block for the licensee:

Name (typed; a drawn signature is optional):

Title:

Company:

Email:

Date:

Signature:

Signature statement: "I am authorised to bind the licensee named in this Quote. By signing, the licensee accepts this Quote as an order form under the Humanix Data Licence Agreement version stated above, which it has had the opportunity to read and keep. The parties agree to transact electronically and that an electronic signature is as valid between them as a handwritten signature."

Alternative signing: the licensee may instead sign this Quote PDF by hand or through its own electronic-signature tool and return it to the Humanix notice email. A Quote returned that way is valid on the same terms.

Signature Record: for online signing, Humanix keeps the record described in clause 27.2 and will provide a copy on request. For alternative signing, Humanix keeps the returned document and the evidence that route provides.

19. Humanix authorisation: name, title and date of the Humanix signatory who authorised the Quote before issue. No countersignature is needed after the licensee signs.

Schedule B: resellers

B.1 This schedule applies if the Quote states that it does. The licensee is then a Reseller. The Reseller gains a right to grant downstream licences, not ownership of the Data.

B.2 The Reseller may license the Data to its own customers, one level only, within the customer categories, uses, territories and term limits stated in the Quote, and for uses no broader than the Permitted Use. Customers may not resell or sublicense further. A customer's licence must end no later than the Reseller's own Licence Term.

B.3 Before delivering any Data to a customer, the Reseller must obtain the customer's affirmative written acceptance of terms no less protective of Humanix and of contributors than this agreement, covering at minimum: the permitted purpose and scope; non-exclusivity and no transfer of ownership; no further sublicensing; no Re-identification; no combination to identify anyone; no contact with or decisions about contributors; no removal of Provenance Records; no output of identifying contributor content; security equivalent to clause 12.9; controlled access for the customer's service providers equivalent to clause 5.2; deletion of Units notified under clause 12.16 within the same 30 days, and the model assessment in clause 12.17; deletion at the end of the customer's term equivalent to clause 12.12; compliance with clause 12.15 for any customer outside the EEA, with an executed instrument before delivery; compliance with clause 12.19 where US law applies; no delivery of restricted fields before any Restricted Delivery Date; confidentiality; and verification rights equivalent to clause 19.

B.4 Before delivering to a customer, the Reseller must confirm that the consent basis recorded for the Data covers disclosure to that customer, and must ask Humanix where it is unsure. Humanix may require the customer's identity before delivery where needed for consent, legal compliance or transfer arrangements.

B.5 The Reseller is liable to Humanix for each customer's breach of those terms as if the breach were its own, subject to clause 18. The Reseller must act on any customer breach it learns of and suspend supply where necessary.

B.6 The Reseller must keep a record linking each customer, its accepted terms and each delivery to the Data supplied. It must report to Humanix each quarter, in writing, the number of customers licensed, the volume of Data delivered to each, the licence dates and the approved countries. Reports must not contain contributor Personal Data.

B.7 On receipt of a notice under clause 12.16, the Reseller must pass it to affected customers immediately, coordinate deletion within the original 30 days, and keep evidence of completion for Humanix on request.

B.8 Humanix may audit the Reseller's customer terms and delivery records on the same basis as clause 19. Audit does not extend to customers' model weights or unrelated data.

B.9 On termination or expiry, the Reseller must stop licensing the Data, enforce each customer's end date and deletion duty, and comply with clause 12.12.

B.10 The Reseller must not present itself as Humanix, claim any right to bind Humanix, or give warranties on Humanix's behalf beyond those Humanix authorises in writing.

Schedule C: sample evaluation terms

C.1 These terms apply when we make a Sample of the Data available to you before you sign a Quote. Before access, we identify the recipient entity, the Sample, the permitted purpose, the evaluation period and the version of these terms. You accept these terms by a clear acceptance action, such as ticking an acceptance box or signing a Sample record, before access. Downloading alone is not acceptance. We keep the acceptance record and will give you a copy.

C.2 You may use the Sample only to evaluate whether to license the Data, and only for the evaluation period, which is 30 days from access unless we agree otherwise in writing. You may not train, fine-tune or otherwise improve any model with the Sample.

C.3 You may not redistribute, sell, sublicense or publish the Sample, and may share it only with your staff and service providers who need it for the evaluation and are bound by confidentiality.

C.4 The Sample is Personal Data and may include Special Category Data. Clauses 12.4 to 12.11, 12.15, 12.16, 12.19 and 13 apply to the Sample as if it were Data. Any transfer instrument needed under clause 12.15 must be in effect before access. We may withhold or withdraw access if a required safeguard is missing.

C.5 You must keep the Sample secure, must not place it in any public repository, and must not remove Provenance Records.

C.6 You must stop using the Sample at the end of the evaluation period or on our earlier written request, delete it within 10 days, and confirm deletion in writing at our request. Signing a Quote does not extend the Sample permission unless the Quote includes the Sample Data.

C.7 We warrant that we have the rights and permissions to supply the Sample for this evaluation. Otherwise the Sample is provided as is, with no warranties.

C.8 To the maximum extent permitted by law, each party's total liability relating to a Sample is limited to 1,000 euros. Clauses 18.1 and 18.4 apply. Clause 17 does not apply to a Sample.

C.9 These terms do not create an obligation to buy or sell a licence.

C.10 These terms are governed by the law of the Republic of Cyprus. Clauses 21, 22, 24, 26.1 to 26.3, 26.5, 27 and 28 apply with the necessary changes. References to the Quote mean the Sample record.