



PhoenixX Data License Agreement & Policy

Document Reference: PHX-DLA-1.1



PhoenixX Data License Agreement & Policy

Executive Summary

This Policy establishes the binding legal, ethical, and operational framework for the licensing, commercialization, and redistribution of PhoenixX Data and AI-derived assets.

It defines ownership, usage limitations, compliance obligations, and enforcement mechanisms under Swiss and EU law, ensuring full defensibility, provenance transparency, and regulatory conformity under the GDPR, Swiss FADP, and EU AI Act.

1 | Purpose and Objective

This Agreement governs all data licensing and AI-data commercialization activities conducted by PhoenixX LLC.

Its objectives are to:

- (a) Ensure lawful and ethical data usage;
- (b) Guarantee traceability and provenance for all datasets;
- (c) Preserve PhoenixX's ownership and intellectual property rights; and
- (d) Provide a compliant foundation for global data monetization, aligned with the PhoenixX Compliance Framework 2025.

2 | Scope of Application

This Policy applies to:

- All data, metadata, and AI-generated outputs created, owned, or processed by PhoenixX or its contractors;
- All clients, partners, agencies, suppliers, and third parties accessing or receiving PhoenixX Data;
- All PhoenixX entities and affiliates engaging in data licensing, transfer, or monetization.

Exclusion: This Policy does not apply to PhoenixX's internal HR, accounting, or non-commercial administrative data.

3 | Regulatory and Policy Framework

Implemented in accordance with:

- EU GDPR (2016/679) and Swiss FADP (2023);
- EU Artificial Intelligence Act (2024), Articles 9–13;
- OECD AI Principles and WIPO Copyright Treaty;
- Swiss CO (Obligationenrecht) Articles 394–406 (contract formation);
- Swiss SECO Dual-Use and Export-Control Regulations;
- EU Regulation 821/2021 and U.S. EAR Part 744;
- PhoenixX Compliance Set 2025, including:
 - PHX-AI-DF-1.1 (AI Data Framework Policy)





- PHX-MSA-1.1 (Master Services Agreement Policy)
- PHX-FIN-1.0 (Financial Integrity & Payment Compliance Policy)
- PHX-AML-1.0 (Anti-Money-Laundering & Sanctions Policy)
- PHX-AFEC-1.0 (Anti-Fraud, Ethics & Compliance Policy)
- PHX-DP-1.0 (Data Privacy Policy)
- PHX-DREP-1.0 (Data Retention & Evidence Preservation Policy)

3A | Contract Formation and Order of Precedence

This Agreement becomes binding upon:

- a) PhoenixX's written confirmation of a license; or
- b) The Licensee's first access to or use of PhoenixX Data.

In case of conflict:

- (i) PHX-DPA-1.0 governs data-protection matters;
- (ii) PHX-DLA-1.2 governs licensing and usage rights;
- (iii) PHX-MSA-1.1 governs commercial and financial terms.

In case of language discrepancies, the English version prevails.

4 | Definitions

- Data – any dataset, information, or digital content generated or owned by PhoenixX.
- Derived Data – outputs produced from or incorporating PhoenixX Data.
- AI-Derived Asset – any model, insight, or feature generated using PhoenixX Data.
- Data Provenance – the documented chain of custody establishing data origin, processing, and ownership.
- Licensee – any entity or person granted rights under this Policy.
- Authorized Use – purposes expressly approved in the license (e.g., AI training, analytics, research).
- Territory – worldwide, unless restricted in Annex A.
- Term – the license duration as specified, or one (1) year by default.
- Sub-license – a secondary grant of rights expressly authorized in writing by PhoenixX.

5 | Ownership and Intellectual Property Rights

All PhoenixX Data, Derived Data, and AI-Derived Assets remain the exclusive property of PhoenixX LLC.

All rights, including transferable moral rights where permitted by law, are irrevocably assigned to PhoenixX.

All subcontractor-generated data are deemed *works made for hire* under Art. 332 CO and transferred to PhoenixX pursuant to PHX-SCA-1.0.



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Licensees shall not claim joint ownership or derivative authorship.

PhoenixX retains the right to use anonymized metrics and derivative feedback for internal improvement.

5A | Moral Rights Waiver

To the maximum extent permitted by law, contributors waive any moral rights (including rights of paternity and integrity) in all PhoenixX Data and Derived Data.

6 | License Grant and Purpose Limitation

PhoenixX may grant:

- (a) Non-exclusive internal-use license – limited to internal R&D or model training;
- (b) Commercial license – permitting resale or redistribution solely under PhoenixX's written sub-license approval.

Each license is subject to:

- Payment per PHX-FIN-1.0;
- Compliance with PHX-DP-1.0 and PHX-AI-DF-1.1;
- Usage within the approved Term, Territory, and Purpose;
- No resale, sub-licensing, or transfer without prior written consent.

Annex A (Licensed Datasets) and Annex B (Permitted Uses) form integral parts of this Policy.

7 | Permitted and Prohibited Uses

Permitted:

- AI model training and validation within compliance frameworks;
- Academic or statistical research under anonymization;
- Internal benchmarking and product development.

Prohibited:

- Any re-identification of data subjects;
- Generative model training resulting in sexual, political, or discriminatory content;
- Unapproved redistribution, scraping, or resale;
- Transfers to sanctioned jurisdictions or non-approved affiliates.

Breach constitutes a *material breach* and entitles PhoenixX to immediate termination and injunctive relief.

8 | Data Integrity, Security, and Transfers

Licensees shall implement technical and organizational measures compliant with PHX-ISP-1.0.

Cross-border transfers require adequate safeguards (SCCs, IDTA, or adequacy decisions).

Security or privacy incidents must be reported within 24 hours under PHX-IRP-1.0, followed by confirmation within 72 hours.

PhoenixX may audit Licensee systems upon 10 business days' notice (unless fraud or breach is suspected). Audits occur during business hours and are subject to confidentiality NDAs.





9 | Financial Terms and AML/KYC Obligations

All license fees, royalties, or usage-based payments follow PHX-FIN-1.0.

Fees are non-refundable except for verified non-delivery by PhoenixX.

PhoenixX may conduct KYC/AML due diligence and require proof of beneficial ownership prior to granting a license.

Payments shall occur only through traceable corporate accounts; third-party or personal payments are prohibited.

PhoenixX may suspend delivery or access upon payment delay, AML risk, or sanctions exposure.

10 | Export Control and Sanctions Compliance

Licensees must comply with Swiss SECO, EU 821/2021, U.S. EAR Part 744, and all OFAC, EU, and UN sanctions.

PhoenixX may refuse or terminate licenses subject to export or sanctions restrictions, including AI systems identified as *dual-use* under the EU AI Act Annex III.

11 | Recordkeeping, Audit, and Verification

Licensees must retain comprehensive records of all data access, use, and derivative outputs for five (5) years under PHX-DREP-1.0.

PhoenixX may request certification of compliance or perform limited audits.

All audit data remain confidential and used solely for compliance verification.

12 | Termination, Deletion, and Survival

PhoenixX may terminate any license immediately upon material breach, regulatory risk, or Licensee insolvency.

Upon termination, the Licensee must cease all use and certify deletion of Data within ten (10) business days, per PHX-DREP-1.0.

PhoenixX may archive anonymized metadata for compliance evidence for up to ten (10) years.

Sections 5–15 survive termination.

13 | Liability, Indemnification, and Remedies

PhoenixX shall not be liable for indirect, consequential, or incidental losses.

Liability is capped at the total license fees paid in the preceding twelve (12) months.

Nothing limits liability for death, personal injury, gross negligence, or fraud.

The Licensee indemnifies PhoenixX against all losses, damages, and legal costs arising from unauthorized or unlawful data use.

PhoenixX retains the right to seek injunctive or equitable relief.

14 | Emergency Suspension

PhoenixX may immediately suspend any license upon receipt of governmental, regulatory, or judicial notice requiring data restriction or investigation.





15 | Dispute Resolution and Governing Law

This Policy is governed by Swiss substantive law.

All disputes shall be finally resolved under the Swiss Rules of International Arbitration, with seat and venue in Zurich, Switzerland, and the language of proceedings English.

16 | Review and Amendment

This Policy is reviewed annually by the PhoenixX Data Governance Board and updated for new regulations or business practices.

Amendments take effect 14 days after publication on phoenixx.one and notice to Licensees.

17 | Contact

PhoenixX Data Governance Office

PhoenixX LLC – Legal & Risk Division

 data-licensing@phoenixx.one

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Annex A | Licensed Datasets

(Detailed table to specify dataset names, categories, data types, and territorial limitations.)



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Annex B | Permitted Uses

(Table outlining specific authorized use cases, duration, and compliance category.)



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Annex C | Data Provenance Statement

Purpose:

To certify the lawful origin, ownership chain, and classification of PhoenixX Data.

Licensee Declaration:

1. The Licensee confirms that all data sources used in conjunction with PhoenixX Data are lawfully obtained and do not infringe third-party rights.
2. The Licensee maintains verifiable records of data origin, classification level, and transformation steps.
3. Upon PhoenixX request, Licensee shall submit proof of provenance within five (5) business days.

Certification:

Signature: _____ Date: _____

Authorized Representative: _____



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Annex D | AI Training Disclosure Form

Purpose:

To document AI-model training, validation, or deployment activities involving PhoenixX Data.

Required Information:

1. Model name and provider.
2. Training objective (classification, generative, analytical).
3. Dataset references (Annex A identifiers).
4. Duration and environment (cloud/on-premise).
5. Controls applied (anonymization, bias mitigation, access restriction).
6. Outcome description and intended use.

Licensee Confirmation:

“All training activities comply with PHX-AI-DF-1.1 and PHX-DLA-1.2 and have not generated outputs contrary to ethical, legal, or human-rights standards.”

Signature: _____ Date: _____

Authorized Representative: _____

Approval and Enforcement

This Data License Agreement & Policy (PHX-DLA-1.2) is binding for all data-licensing and commercialization activities involving PhoenixX Data or AI-Derived Assets.

Compliance with this Policy is a mandatory contractual condition.

Approved by: PhoenixX Compliance & Risk Management Division
PhoenixX LLC (Wyoming, USA)

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Governing Law: Swiss Substantive Law | Dispute Resolution: Zurich Arbitration (Swiss Rules)

This policy includes mandatory arbitration and enforcement provisions.



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