

Nyx AI End User Licence Agreement (EULA)

v2.9

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Nyx AI is the software formerly distributed under the name "Nyxion"; both names refer to the same software, and this agreement continues the agreement previously presented under that name.

Installer and update artifacts published before this version, and existing on-disk folder names, carry the former name; a transitional copy of each installer may also be published under the former name so older versions' update links keep working.

Nyx AI is proprietary, closed-source software, distributed only as compiled binaries (the Nyx-AI-*-portable.exe and Nyx-AI-*-Setup.exe artifacts). This agreement governs Your use of those binaries. Nyx AI is local-first: project data and application history are stored on Your machine by default, and the Nyx AI application does not transmit Your code, prompts, project files, chat history, generated outputs, usage telemetry, crash reports, or diagnostics of its own to the Licensor. Data may nevertheless leave Your machine through documented network features, including the update check that is enabled by default, third-party providers or integrations You configure or enable, and actions You trigger. Microsoft Store and Windows platform processing is separate and is described in the Privacy Policy. Nyx AI's known product-managed network paths are documented in THREAT-MODEL.md and docs/privacy.md, and You can confirm them for Yourself by observing the application's behaviour (for example, with a network monitor) — source access is not required to do so.

Read this whole document before using or installing Nyx AI. This agreement is formed when You select "I accept" in Setup or "Accept & continue" at first launch. If You do not agree, select Decline/quit and do not use the Software.

1. DEFINITIONS

"Software" means Nyx AI (formerly distributed as "Nyxion"), including its compiled binaries (the Nyx-AI-*-portable.exe and Nyx-AI-*-Setup.exe artifacts), bundled assets, documentation, and any updates released under this licence. "Licensor" means NYX LIMITED (registered in England and Wales, company no. 17261427, registered office 70 Clarkehouse Road, Sheffield, England, S10 2LJ). Intellectual property rights in the Software are owned by or licensed to the Licensor. Third-party components remain the property of their respective owners and are licensed as described in section 5. "You" / "Your" means the individual natural person installing or using the Software for their own personal purposes. "Personal Use" means use by a single individual, on hardware they personally own or control, for purposes that are not in any way commercial. Examples: writing code for your own projects, learning, hobby development, evaluating Nyx AI for yourself.

"Commercial Use" means any use that, directly or indirectly, generates revenue, supports business operations, occurs within a for-profit or revenue-generating organisation, is performed on behalf of a client, or that results in a paid product or paid service. Use by a sole trader for their own business is Commercial Use. Merely using the same machine for unrelated paid work does not by itself make a strictly personal Nyx AI session Commercial Use; the restriction applies to what You use Nyx AI for.

2. GRANT

Subject to Your continuing compliance with every term of this licence, the Licensor grants You a personal, non-exclusive, non-transferable, non-sublicensable, royalty-free licence — revocable only as set out in section 8 (Termination) — to install and run the Software, in its compiled form, on hardware You personally own or control, for Personal Use only.

That is the entire grant. Anything not explicitly granted here is reserved. For the avoidance of doubt, this licence grants You no right to the Software's source code, and no right to modify or adapt the Software, including Your own installed copy (see section 3(c)). The only exceptions are: the security-research carve-out in section 4; the statutory rights acknowledged at the end of section 3; and any separate written commercial licence granted under section 14, which (where in force) expands this grant to the extent it expressly states.

3. RESTRICTIONS (WHAT YOU MAY NOT DO)

You may NOT:

- (a) use the Software for Commercial Use of any kind;
- (b) copy, reproduce, mirror, host, or redistribute the Software, or any portion of it, to any other person, system, or service, including but not limited to: re-uploading or publishing it (whether public or private), publishing to package registries, hosting as a web service, embedding in another product, sharing the installer or portable executable, or linking to a self-hosted copy; (c) modify, adapt, translate, or create derivative works of the Software, including patching, repackaging, re-bundling, or otherwise altering the compiled binaries, or building products that incorporate any non-trivial portion of the Software's code, design, or assets; (d) sell, sublicense, rent, lease, lend, or otherwise transfer the Software or any rights under this licence to any third party; (e) remove, alter, or obscure any copyright notices, licence text, branding, or attribution within the Software; (f) use the Nyx AI name, logo, or branding to suggest endorsement, affiliation, or that any of Your work is produced by the Licensor; (g) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, or extract, unpack, or repackage its compiled binaries, except to the limited extent that (i) such activity is expressly permitted by applicable law notwithstanding this restriction (for example, mandatory interoperability rights in respect of computer programs), or (ii) it is performed by a security researcher acting in good faith under section 4 and the SECURITY.md disclosure policy; (h) bypass, disable, or circumvent any security, sandbox, approval, licensing, or audit mechanism of the Software, including by distributing tools or instructions intended to do so. This paragraph

does not prohibit using documented settings to disable an optional feature, or activity permitted by section 4 or by mandatory law; (i) use the Software for any unlawful, criminal, fraudulent, or abusive purpose, or in breach of the Acceptable Use provisions of the Terms of Service (docs/terms.md, section 3.3), which apply to Your use of the Software in addition to this licence. What does NOT count as modification. Section 3(c) restricts altering the Software itself — its binaries, code, assets, and branding. It does not restrict normal use of the Software's own built-in configuration and extension surfaces: changing settings or themes, creating or editing configuration files, hooks, scheduled tasks, or automations, connecting MCP servers, plugins, language servers, or model providers, or writing scripts that interact with an unmodified copy of the Software through its documented interfaces. Content, code, and projects You create using the Software are Yours and are not derivative works of the Software.

Statutory rights. Nothing in this section excludes or limits any right You have under applicable law that cannot be excluded or limited by agreement. In particular, nothing in this licence restricts Your rights, as a lawful user, under sections 50A (back-up copies), 50B (decompilation for interoperability) and 50BA (observing, studying and testing) of the Copyright, Designs and Patents Act 1988, in each case to the limited extent provided by that Act. This licence does not expand those rights, and to the extent permitted by law all other copying and adaptation is prohibited as set out above.

4. SECURITY RESEARCH CARVE-OUT

Nothing in section 3 is intended to prevent good-faith security research aimed at finding and responsibly disclosing vulnerabilities. A security researcher acting in good faith under the terms of SECURITY.md may:

(a) reverse engineer the binaries to the extent necessary to identify and demonstrate a vulnerability; (b) modify their local copy of the Software solely to the extent necessary to confirm the behaviour of a finding; (c) share the minimum necessary excerpts, traces, or proof-of- concept material privately with the Licensor and, after coordinated disclosure, in a published advisory. Good-faith research means: research that does not exfiltrate real-world user data, does not test against third-party systems without authorisation, and that follows the disclosure timing in SECURITY.md. Apart from mandatory statutory rights that cannot be excluded (including the lawful-user rights preserved in section 3), this carve-out is the only contractual permission under this licence to reverse engineer or modify the Software, and it does not permit the use or distribution of a modified copy for any other purpose.

5. PROPRIETARY SOFTWARE; THIRD-PARTY COMPONENTS

Nyx AI is proprietary and is distributed in compiled form only. No rights in the Software's source code are granted under this licence, and Nyx AI's proprietary source code is not provided. Source code or other materials relating solely to particular third-party components may be made available where required by their respective licences (for example, the LGPL written offer in NOTICE.md); providing those materials does not license or disclose Nyx AI's proprietary source

code. The rights typically associated with open-source licences (MIT, Apache, GPL, etc.) — to obtain, modify, fork, redistribute, or use the source commercially — are NOT granted in respect of Nyx AI itself.

The Software incorporates third-party open-source components, each governed by its own licence. Those licences and the required attributions are reproduced or referenced in NOTICE.md and the third-party-licence materials shipped with the Software. Nothing in this licence overrides any third-party licence; conversely, no third-party licence grants You any additional rights to Nyx AI itself. The restrictions in this licence do not limit any rights granted to You under a licence that applies to a third-party component. Where such a licence permits modification, replacement, reverse engineering, or debugging of that component, those permissions prevail for that component to the extent stated in that licence.

You do not need source access to verify the Licensor's privacy and security claims — the claim that the Software does not transmit project content, prompts, usage telemetry, crash reports, or an application-generated install identifier to the Licensor through its own telemetry or diagnostic systems, the sandbox, and the audit log can each be checked by observing the Software's behaviour (for example, with a network monitor; see THREAT-MODEL.md).

6. UPDATES AND NEW VERSIONS

Updates to the Software may be released by the Licensor from time to time. Unless an update is accompanied by a different licence, the same terms apply to any updates You install.

7. PRIVACY AND DATA

The Software is designed to store project data and application history on Your machine by default. It may make documented network requests through the default-enabled update check, features You enable or configure, and actions You trigger. THREAT-MODEL.md documents the Software's known product-managed network paths. Most calls are user-initiated in the moment, and the limited background calls are tied to the default-enabled update check described below or to features You enabled or configured. No telemetry, crash report, analytics, or install identifier is sent to the Licensor by the Software. An automatic update check (on by default; opt-out in Settings → Advanced → Updates) contacts an update host the Licensor operates and discloses your app version and, as with any internet request, your IP address and standard request metadata. The request contains no application-generated install or device identifier, usage telemetry, project content, prompts, chat history, or credentials. This and the other known product-managed paths are listed in THREAT-MODEL.md.

The optional Read aloud feature calls Chromium's Web Speech API and selects only voices the browser marks as local services, supplied by Your operating system. The Software does not download, install, bundle, repack, redistribute, or claim ownership of Microsoft or other platform voices or a speech engine. Those voices and related names remain provided by their respective publishers under their own terms. If no local voice is available, Read aloud refuses to run rather than select an online voice.

You retain all rights to data You create, edit, or process with the Software. The Licensor does not claim any rights to Your data.

8. TERMINATION

The Licensor may terminate this licence if You commit a material breach. Where the breach can be remedied, the Licensor will first give reasonable notice and an opportunity to remedy it. The Licensor may terminate immediately where continued use is unlawful, creates a genuine risk of harm, or involves deliberate abuse of security, licensing, or audit controls. Upon termination, You must:

(a) cease all use of the Software; (b) uninstall the Software from Your machines; (c) destroy any copies of the Software in Your possession.

Sections 3 (Restrictions), 8 (Termination), 9 (Warranty and Safety), 10 (Responsibility for Loss), 11 (Responsibility for Deliberate Unlawful Use), and 12 (Governing Law) survive termination.

9. WARRANTY AND SAFETY

Nyx AI is beta developer software that can execute code, modify files, and run commands on Your machine. To the extent permitted by applicable law, the Software is supplied free of charge on an "as is" and "as available" basis. The Licensor does not promise that the Software will be uninterrupted, error-free, completely secure, compatible with every system, or suitable for every particular purpose, and the Software may crash, hang, or behave unexpectedly on malformed, malicious, or unusually large inputs (for example a crafted document or file). The "as is" wording inside third-party open-source licence texts bundled with the Software (for example MIT or Apache-2.0) belongs to those upstream licences and is unaffected by this section.

The sandbox, command screening, approval queue, and audit features (described in THREAT-MODEL.md) are defence-in-depth safeguards designed to reduce risk. They do not eliminate every risk, and defects, platform limitations, or previously unknown bypasses may exist. Review important actions and AI-generated output, protect Your credentials, and maintain appropriate independent backups.

You remain responsible for deciding what to approve, execute, or rely upon, and for the security of Your own machine, operating system, network, credentials, and development environment. This does not exclude or reduce any responsibility the Licensor has under applicable law, this licence, or the Terms of Service; the Licensor's responsibility for loss is set out in section 10.

Nothing in this section excludes, restricts, or limits any statutory rights or remedies that cannot lawfully be excluded, restricted, or limited, including any mandatory consumer rights that apply under English law. In particular, where the Software is supplied to a consumer as digital content, nothing in this licence limits any remedy You may have if the Software causes damage to Your device or to other digital content and that damage would not have occurred had the Licensor exercised reasonable care and skill (section 46 of the Consumer Rights Act 2015).

10. RESPONSIBILITY FOR LOSS

Subject to the liabilities that applicable law does not permit the Licensor to limit or exclude, the Licensor is responsible for loss or damage that is a reasonably foreseeable result of its breach of this licence or failure to exercise reasonable care and skill.

The Licensor is not responsible for loss caused solely by third-party services, AI-generated output, use contrary to the documentation, or Your failure to take reasonable backup and security precautions, except to the extent the Licensor's own breach or negligence caused or contributed to that loss. The Licensor is not responsible for loss that was not reasonably foreseeable when this agreement was formed.

Nothing in this licence limits or excludes liability that cannot be limited or excluded under applicable law (for example, liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or mandatory consumer rights under English law).

11. RESPONSIBILITY FOR DELIBERATE UNLAWFUL USE

You are responsible for direct loss the Licensor reasonably incurs only where it is a reasonably foreseeable result of Your deliberate unlawful use of the Software or deliberate material breach of this licence. You are not responsible to the extent a loss results from the Licensor's own acts or omissions. Nothing in this section limits rights or liabilities that applicable law does not permit the parties to limit.

12. GOVERNING LAW

This licence is governed by the laws of England and Wales. If You are a consumer, this choice of law does not deprive You of any rights or protections provided by mandatory laws applicable in the country or territory in which You habitually reside. The courts of England and Wales have jurisdiction over disputes arising under this licence, except where mandatory consumer, data protection, or other applicable law gives You the right to bring proceedings or complaints elsewhere. If You are a consumer resident in Scotland or Northern Ireland, You may also bring proceedings in Your home courts. The Licensor may seek injunctive relief in any jurisdiction where the breach is occurring.

13. ENTIRE AGREEMENT; ORDER OF PRECEDENCE; SEVERABILITY

This licence, together with the Terms of Service (docs/terms.md) and the Privacy Policy (docs/privacy.md) supplied with the Software, constitutes the entire agreement between You and the Licensor regarding the licensing and use of the Software, and supersedes any prior or contemporaneous understanding on that subject matter. In the event of a conflict: this licence governs licensing and permitted use of the Software; the Terms of Service govern use of the application; and the Privacy Policy governs personal data. A separate written commercial licence granted under section 14, where in force, prevails over this licence to the extent it expressly provides. If any provision of this licence is held to be unenforceable, the rest remains in full force, and the unenforceable provision shall be interpreted to give effect to the parties' original intent to the maximum extent permitted by law.

Governing language: the English-language version of this licence is the sole legally binding version. Any translation of this licence, of the Terms of Service or Privacy Policy, or of the Nyx AI application interface is provided for convenience only. Subject to applicable mandatory law, in the event of any conflict, ambiguity, or inconsistency between the English version and any translation, the English-language version prevails.

14. COMMERCIAL LICENSING

If You want to use Nyx AI in a way this licence forbids (for Commercial Use, for redistribution, or to build modified or derivative products), contact the Licensor at:

customerservice@nyxlimited.com (commercial enquiries)

A separate commercial licence may be available for a fee. Where such a commercial licence is in force, it supplements this licence and expands the grant in section 2 to the extent it expressly provides; in all other respects this licence continues to apply. Without such a separate written licence, all Commercial Use is unauthorised.

End of Nyx AI End User Licence Agreement (EULA) v2.9.

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