

# Fox ML Infrastructure [UNICODE] License Enforcement & Compliance

**Document Hierarchy:** This document is provided for guidance only. In case of any conflict, `COMMERCIAL_LICENSE.md` is the authoritative and controlling document for all commercial licensing terms and obligations, and `LICENSE` (AGPL-3.0) controls for open-source licensing.

**Enforcement Alignment:** This document describes enforcement procedures that align with remedies set forth in `COMMERCIAL_LICENSE.md`. This document does not introduce new rights, penalties, fines, damages, or obligations beyond those defined in `COMMERCIAL_LICENSE.md`.

This document outlines license enforcement procedures, compliance requirements, and what to expect if you use FoxML Core in production or for commercial purposes.

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## 1. Overview

**FoxML Core is dual-licensed:** - **AGPL-3.0 [UNICODE]** For non-commercial academic and personal research use - **Commercial License [UNICODE]** Required for any organizational, commercial, or production use

**If you use this software in production, you MUST have a commercial license.**

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## 2. Production Use Requirements

### 2.1 What Requires a Commercial License

**You MUST purchase a commercial license if you:**

- Use FoxML Core in any business, organization, or institution
- Deploy the software internally for operational purposes
- Use it for trading, investment analysis, or financial decision-making
- Integrate it into proprietary systems or workflows
- Use it in any revenue-generating activity
- Modify it for internal commercial use
- Deploy it in production environments
- Use it to provide services to third parties

See `COMMERCIAL_LICENSE.md` and `LEGAL/CLA.md` for detailed terms.

### 2.2 Production Use Notification

**If you are using FoxML Core in production, you must:**

1. Purchase a commercial license [UNICODE] Contact jenn.lewis5789@gmail.com
2. Complete the compliance form [UNICODE] See `LEGAL/PRODUCTION_USE_NOTIFICATION.md`
3. Maintain license compliance [UNICODE] Ensure all use is covered by your license

**Failure to obtain a commercial license for production use is a violation of the AGPL-3.0 license terms.**

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### **3. Fork Notification Requirements**

#### **3.1 Internal Forks**

**If you fork this repository internally:**

- You must have a commercial license
- Internal forks are permitted under commercial license terms
- You must maintain copyright notices and license headers
- You may not redistribute or publish your fork

#### **3.2 Public Forks**

**If you create a public fork:**

- You must comply with AGPL-3.0 requirements
- You must maintain all copyright notices
- You must include the original LICENSE file
- You must disclose all modifications if deployed over a network
- **Commercial use of public forks still requires a commercial license**

See `DUAL_LICENSE.md` for details on dual licensing.

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### **4. SaaS / Hosted Service Restrictions**

#### **4.1 Prohibited Use**

**You MAY NOT:**

- Host FoxML Core as a Software-as-a-Service (SaaS) without explicit written permission
- Provide it as a Platform-as-a-Service (PaaS) without a commercial license
- Offer hosted access to third parties without a commercial license
- Create multi-tenant hosted environments without a commercial license

See `COMMERCIAL_LICENSE.md` Section 4 (Restrictions) for details.

#### **4.2 SaaS Licensing**

**If you want to offer FoxML Core as a hosted service:**

- Contact [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com) for custom licensing terms
- SaaS deployments require separate commercial agreements
- Pricing is based on usage, scale, and deployment model

## 5. Compliance Verification

### 5.1 Audit Rights

Fox ML Infrastructure LLC reserves the right to:

- Audit license compliance (see `LEGAL/CLA.md` Section 13)
- Verify production use and deployment
- Request compliance documentation
- Terminate licenses for non-compliance

**Audits are conducted with 30 days' written notice and are limited to compliance verification.**

### 5.2 Self-Reporting

If you discover non-compliance:

- Contact [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com) immediately (within 24 hours of discovery)
  - Self-reporting within 30 days of the violation may result in reduced penalties (typically limited to payment of retroactive licensing fees plus a compliance fee of up to 25% of the retroactive fees, rather than full enforcement actions)
  - **Retroactive payment required:** If you have used the Software commercially without a license, you must pay retroactive licensing fees for the entire period of unauthorized commercial use, calculated from the date commercial use began
  - We will work with you to achieve compliance
  - Retroactive licensing is available for the period of non-compliance, subject to payment of applicable fees (including retroactive fees) and execution of a commercial license agreement
  - **No free trial:** There is no grace period or “free trial” for commercial use. Payment is required from the first day of commercial use
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## 6. Enforcement Procedures

### 6.1 Violation Detection

Violations may be detected through:

- Public code audits
- GitHub fork analysis
- Compliance audits
- Self-reporting
- Third-party reports

### 6.2 Enforcement Steps

If a violation is detected:

1. **Initial contact** [UNICODE] We will contact you in writing (via email) to discuss compliance within 10 business days of detection
2. **Remediation period** [UNICODE] You will have 30 days from the date of initial contact to achieve compliance (or such longer period as we may agree in writing)

3. **License purchase** [UNICODE] You may purchase a commercial license retroactively for the period of non-compliance, subject to payment of applicable fees
4. **Termination** [UNICODE] Continued non-compliance after the remediation period, or material violations (such as willful infringement, unauthorized distribution, or SaaS hosting without permission), may result in immediate license termination and enforcement action

**We prefer to resolve violations through licensing rather than legal action.**

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## 7. Common Violations

### 7.1 Typical Violations

**Common license violations include:**

- Using FoxML Core in production without a commercial license
- Hosting as SaaS without permission
- Removing copyright notices
- Redistributing without proper licensing
- Using in high-risk environments without authorization

### 7.2 How to Avoid Violations

**To ensure compliance:**

- Purchase a commercial license before production use
  - Read and understand the license terms
  - Contact us with questions about your use case
  - Maintain copyright notices in all files
  - Do not redistribute or host as SaaS without permission
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## 8. Legal Consequences

### 8.1 AGPL Violations

**Violating AGPL-3.0 terms may result in:**

- Loss of license rights
- Requirement to cease use
- Potential copyright infringement claims
- Legal action for willful violations

### 8.2 Commercial License Violations

**Violating commercial license terms may result in:**

- Immediate license termination
- Loss of access to updates and support
- Potential breach of contract claims
- Legal action for material breaches

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## 9. Getting Help

### 9.1 Questions About Compliance

If you have questions about compliance:

- Email: jenn.lewis5789@gmail.com
- Subject: License Compliance Inquiry
- Include: Your use case, deployment model, and organization size

### 9.2 Purchasing a License

To purchase a commercial license:

- See `LEGAL/SUBSCRIPTIONS.md` for pricing
  - Email: jenn.lewis5789@gmail.com
  - Subject: Commercial License Request
  - Include: Organization name, size, and use case
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## 10. Summary

Key Points:

1. Production use requires a commercial license
2. SaaS hosting requires explicit permission
3. Forks must maintain copyright notices
4. Compliance audits may be conducted
5. Self-reporting is encouraged
6. We prefer licensing over legal action

This document is designed to help you understand compliance requirements and avoid violations. If you have questions, contact us.

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## Related Documents

- `COMMERCIAL_LICENSE.md` [UNICODE] Commercial license terms
  - `LEGAL/CLA.md` [UNICODE] Commercial License Agreement
  - `DUAL_LICENSE.md` [UNICODE] Dual licensing overview
  - `LEGAL/SUBSCRIPTIONS.md` [UNICODE] Pricing and licensing process
  - `LEGAL/PRODUCTION_USE_NOTIFICATION.md` [UNICODE] Production use notification form
  - `LEGAL/COMPLIANCE_FAQ.md` [UNICODE] Frequently asked compliance questions
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Contact: jenn.lewis5789@gmail.com

Subject: License Compliance Inquiry