

Fox ML Infrastructure [UNICODE] Commercial Use Guide

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.

Quick reference for commercial use requirements and licensing.

1. Do I Need a Commercial License?

[OK] YES [UNICODE] You need a commercial license if:

- You are a **business, organization, or institution**
- You use FoxML Core for **internal operations** (see `LEGAL/SUBSCRIPTIONS.md` for definition of business/internal use)
- You use it for **trading, investment, or financial decision-making**
- You **deploy it in production**
- You **integrate it into proprietary systems**
- You use it in any **revenue-generating activity**
- You **modify it for commercial use**
- You use it to **provide services to third parties**

Any business or internal use by or for a commercial organization requires a commercial license, regardless of whether the use directly generates revenue.

[ERROR] NO [UNICODE] You do NOT need a commercial license if:

- You are using it for **non-commercial academic research** (see `LEGAL/SUBSCRIPTIONS.md` for full definition) at a qualifying non-profit, tax-exempt educational institution
- You are using it for **personal study or learning** (individual in personal capacity, NOT for business, client work, or revenue generation)
- You are contributing to **open-source projects** (under AGPL-3.0) in a non-commercial context
- You are **not using it in production** or for commercial purposes

IMPORTANT EXCLUSIONS: - **Sole proprietors, freelancers, and independent contractors** [UNICODE] Even if claimed to be “personal,” any use in connection with business activity or client work requires a commercial license - **For-profit educational institutions** [UNICODE] Any use by for-profit universities, bootcamps, or training companies requires a commercial license - **Corporate research labs** [UNICODE] Research conducted by or for commercial organizations requires a commercial license, regardless of non-profit status - **“Experimental” or “non-revenue” business use** [UNICODE] Still requires a commercial license

Note: Academic research conducted for, funded by, sponsored by, or operationally integrated into a commercial organization requires a commercial license, even if performed by students or interns.

NO FREE TRIAL FOR COMMERCIAL USE: There is no grace period, evaluation period, or “free trial” for commercial use. Payment is required from the first day of commercial use. The

30-day evaluation period described in `LEGAL/SUPPORT_POLICY.md` is for non-commercial evaluation only.

See `LEGAL/SUBSCRIPTIONS.md` for complete definitions and usage scenarios.

2. What Does a Commercial License Provide?

2.1 Rights Granted

With a commercial license, you can:

- [OK] Use FoxML Core internally without AGPL disclosure obligations
- [OK] Modify the software for internal commercial use
- [OK] Deploy it in production environments
- [OK] Integrate it into proprietary systems and workflows
- [OK] Use it for trading, investment, and financial decision-making
- [OK] Maintain private internal forks or repositories
- [OK] Access private GitHub repositories with commercial code

2.2 Restrictions

Even with a commercial license, you CANNOT:

- [ERROR] Redistribute or sell the software as a standalone product
- [ERROR] Host it as SaaS/PaaS without explicit written permission
- [ERROR] Publish or disclose source code derived from the commercial version
- [ERROR] Remove or alter copyright notices
- [ERROR] Claim authorship of the software or its architecture
- [ERROR] Use it in high-risk environments without authorization

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

3. SaaS / Hosted Service Use

3.1 Prohibited Without Permission

You MAY NOT host FoxML Core as SaaS/PaaS without:

- Explicit written permission from Fox ML Infrastructure LLC
- A separate commercial agreement for hosted services
- Custom licensing terms for multi-tenant deployments

3.2 Getting Permission

To offer FoxML Core as a hosted service:

- Contact: jenn.lewis5789@gmail.com
- Subject: SaaS Licensing Inquiry
- Include: Deployment model, scale, and usage estimates

SaaS deployments require custom licensing agreements.

4. Pricing

4.1 Paid Pilots (Non-Negotiable Entry Point)

All commercial licensing begins with a paid pilot:

- **Pilot (30 days):** \$15,000[UNICODE]\$30,000 [UNICODE] 1 environment, limited scope, async support
- **Pilot+ (60[UNICODE]90 days):** \$35,000[UNICODE]\$90,000 [UNICODE] 2 environments, onboarding calls, tighter success criteria

Credit: 50[UNICODE]100% of pilot fee applies toward first-year license if converted.

4.2 Annual License Fees

Licensing is scoped to the business unit/desk and the authorized users/environments operating the software, not the parent company's total headcount.

Commercial license pricing is based on the using team/desk size (number of users and environments), not total legal-entity headcount.

Team/Desk Tiers (Recommended): - **Team** (1[UNICODE]5 users, 1 environment): \$75,000 / year - **Desk** (6[UNICODE]20 users, up to 2 environments): \$150,000[UNICODE]\$300,000 / year - **Division** (21[UNICODE]75 users, up to 3 environments): \$350,000[UNICODE]\$750,000 / year - **Enterprise** (76[UNICODE]250 users, multi-environment): \$800,000[UNICODE]\$2,000,000 / year - **>250 users / multi-region / regulated bank rollout:** Custom \$2,000,000+ / year

Alternative: Platform Fee + Per-Seat Model: - Platform fee: \$50,000[UNICODE]\$200,000 / year - Per-seat: \$5,000[UNICODE]\$15,000 / user / year - Per-production environment: \$25,000[UNICODE]\$100,000 / environment / year

See `LEGAL/SUBSCRIPTIONS.md` for complete pricing information and optional add-ons.

4.3 Optional Enterprise Add-Ons

Enterprise add-ons are available with defined scope and boundaries:

- **Standard Support (Included):** Email/issues, best-effort, no SLA
- **Business Support:** +\$25,000 / year (response targets, limited hours)
- **Enterprise Support:** +\$75,000[UNICODE]\$150,000 / year
- **Premium / 24[UNICODE]5 Support:** +\$200,000[UNICODE]\$400,000 / year (only if we can staff it)
- **Onboarding / Integration Package:** \$25,000[UNICODE]\$150,000 one-time
- **On-Prem / High-Security Deployment:** \$150,000[UNICODE]\$500,000+ one-time (custom)
- **Additional User Seats:** \$5,000[UNICODE]\$15,000 / seat / year

Note: Support add-ons are priced as a percentage of license (15[UNICODE]30% range), not as a separate giant contract.

See `LEGAL/SUBSCRIPTIONS.md` for complete add-on details, scope definitions, and boundaries.

4.3 What's Included

Commercial license includes:

- Annual license for internal use
- Access to private GitHub repositories
- Updates and patches (as released)
- Email support for licensing questions

Support and custom development are available separately. See `LEGAL/SUPPORT_POLICY.md`.

5. How to Purchase

5.1 Licensing Process

All commercial licensing begins with a paid pilot (non-negotiable).

To request a commercial license:

1. **Email:** `jenn.lewis5789@gmail.com`
2. **Subject:** Commercial License Request
3. **Include:**
 - Your full name
 - Organization name
 - Work email
 - Company website or LinkedIn
 - **Team/desk size** (number of users and environments, not total company headcount)
 - Primary use case (1[UNICODE]3 sentences)
 - Desired start timeline
 - Any special requirements (optional)
4. **Review:** We will review your information and reply with:
 - Appropriate pilot option (Pilot \$15k[UNICODE]\$30k or Pilot+ \$35k[UNICODE]\$90k)
 - Pricing confirmation
 - Stripe payment link
 - Commercial License Agreement (CLA) for signature

Note: Pilot fees are non-refundable but credited (50[UNICODE]100%) toward the first-year annual license upon conversion.

5.2 After Purchase

Once licensed:

- You will receive access to private GitHub repositories
- You will receive a signed Commercial License Agreement
- You can begin using FoxML Core in production
- You must complete the production use notification (see `LEGAL/PRODUCTION_USE_NOTIFICATION.md`)

6. Production Use Notification

6.1 Notification Requirement

If you use FoxML Core in production, you must:

- Complete the production use notification form
- Maintain license compliance
- Report any changes in usage or deployment

See `LEGAL/PRODUCTION_USE_NOTIFICATION.md` for the notification form.

6.2 What to Report

You should report:

- Production deployment locations
- Number of users or systems
- Integration points with other systems
- Any SaaS or hosted service offerings

This helps us understand usage patterns and provide better support.

7. Compliance

7.1 Maintaining Compliance

To maintain compliance:

- Keep your commercial license current (annual renewal)
- Do not exceed license scope (e.g., SaaS without permission)
- Maintain copyright notices in all files
- Do not redistribute or publish source code
- Report production use as required

7.2 Audit Rights

Fox ML Infrastructure LLC may audit compliance:

- With 30 days' written notice
 - Limited to compliance verification
 - Remote audit methods permitted
 - See `LEGAL/CLA.md` Section 13 for audit terms
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8. Common Questions

8.1 Can I Use It for Trading?

Yes, with a commercial license. FoxML Core can be used for trading, investment analysis, and financial decision-making with a commercial license.

See `LEGAL/ACCEPTABLE_USE_POLICY.md` for acceptable use guidelines.

8.2 Can I Modify It?

Yes, with a commercial license. You can modify FoxML Core for internal commercial use. You cannot redistribute or publish modifications.

See `COMMERCIAL_LICENSE.md` Section 2 (Grant of License).

8.3 Can I Host It as SaaS?

No, not without explicit written permission. SaaS hosting requires a separate commercial agreement and custom licensing terms.

Contact jenn.lewis5789@gmail.com for SaaS licensing inquiries.

8.4 What About Academic Use?

Academic use is permitted under AGPL-3.0 for non-commercial research. If your academic institution uses it for commercial purposes, a commercial license is required.

See `DUAL_LICENSE.md` for academic use details.

9. Getting Help

9.1 Licensing Questions

For licensing questions:

- Email: jenn.lewis5789@gmail.com
- Subject: Commercial Use Inquiry
- Response time: Within 2 business days

9.2 Compliance Questions

For compliance questions:

- See `LEGAL/COMPLIANCE_FAQ.md` for common questions
 - See `LEGAL/LICENSE_ENFORCEMENT.md` for enforcement procedures
 - Email: jenn.lewis5789@gmail.com
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10. Summary

Quick Checklist:

- [OK] Determine if you need a commercial license (see Section 1)
- [OK] Review pricing (see Section 4)
- [OK] Request a license (see Section 5)
- [OK] Complete production use notification (see Section 6)
- [OK] Maintain compliance (see Section 7)

If you have questions, contact us. We're here to help.

Related Documents

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

Subject: Commercial Use Inquiry