Fox ML Infrastructure — Terms of Service Last Updated: December 2025 Operated by: Fox ML Infrastructure LLC ("Company", "we", "our", "us") Address: STE B 212 W. Troy St., Dothan, AL 36303, United States Email: jenn.lewis5789@gmail.com

These Terms of Service ("Terms") govern your access to and use of the software, models, APIs, infrastructure tools, dashboards, documentation, and related services provided by Fox ML Infrastructure LLC (collectively, the "Services"). By accessing or using the Services, you ("Customer", "you", "your") agree to be bound by these Terms.

1. Eligibility You must be at least 18 years old and have the authority to enter into binding agreements for your organization (if applicable).

2. Account Registration You must provide accurate and complete information when creating an account. You are responsible for all activity under your credentials.

3. License & Access Rights 3.1 Grant of License Subject to these Terms and payment of applicable fees, we grant you a revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for your internal business purposes.

3.2 Restrictions You may not: - Reverse engineer, decompile, or attempt to extract source code. - Copy, modify, distribute, or create derivative works of the Services unless expressly allowed. - Use the Services to build or compete with ML infrastructure products. - Remove copyright notices or proprietary labels. Unless you have a separate Commercial License Agreement, no rights are granted for redistribution, resale, hosting for third parties, or embedded integration.

4. Customer Data 4.1 Ownership You retain all rights to data you upload ("Customer Data").

4.2 License to Process You grant us permission to store, process, and operate on Customer Data solely to provide the Services.

4.3 Data Security We apply reasonable technical and administrative safeguards (consistent with industry-standard practices for protecting customer data) to protect Customer Data, including but not limited to: access controls, secure storage, encryption in transit and at rest where applicable, and measures to prevent unauthorized access or disclosure.

5. Fees & Billing Fees are due at purchase, processed through our payment provider. All charges are non-refundable unless required by law. You are responsible for taxes except those based on our income.

6. Acceptable Use Policy You agree not to use the Services to:

- Violate laws or regulations.
- Conduct unauthorized penetration testing.
- Abuse API rate limits or use automated scraping.
- Train or deploy harmful or unlawful models.
- Host or distribute malware.
- Infringe intellectual property rights. We may suspend accounts engaged in abuse.

7. Intellectual Property All software, models, infrastructure, algorithms, and documentation remain the exclusive property of Fox ML Infrastructure LLC. No rights are granted except as expressly provided.

8. Service Availability & Modifications We may update, improve, modify, suspend, or discontinue the Services at any time. We will provide at least thirty (30) days' advance written notice

(via email to the address associated with your account) of any material changes that adversely affect your use of the Services, except that we may make changes immediately if required by law or to address security vulnerabilities.

9. Warranties & Disclaimers THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR CONTINUOUS OR ERROR-FREE OPERATION.

10. Limitation of Liability To the fullest extent permitted by law, we are not liable for indirect, incidental, consequential, special, or punitive damages. Our total liability for any claim shall not exceed the amount you paid us in the 12 months preceding the claim. The foregoing limitation shall not apply to: (i) liability arising from our willful misconduct or gross negligence, (ii) our indemnification obligations (if any), or (iii) breach of confidentiality obligations.

11. Indemnification You agree to indemnify and hold harmless Fox ML Infrastructure LLC and its officers, employees, and contractors from any claims arising from your use of the Services, your violation of these Terms, or your violation of any law or third-party rights.

12. Termination We may suspend or terminate access if you violate these Terms, fail to pay fees, or attempt to bypass technical or licensing controls. You may terminate at any time by discontinuing use of the Services. All rights end immediately upon termination.

13. Governing Law These Terms are governed by the laws of the State of Delaware, United States, without regard to conflicts of law principles. All disputes must be resolved in the state or federal courts located in Delaware. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Note: These Terms of Service govern use of hosted services. For commercial licensing of the Software itself, see `COMMERCIAL_LICENSE.md` and `LEGAL/CLA.md`, which are governed by Delaware law.

14. Changes to Terms We may update these Terms at any time. Continued use of the Services after changes take effect constitutes acceptance.

15. Contact Fox ML Infrastructure LLC Email: jenn.lewis5789@gmail.com Address: STE B 212 W. Troy St., Dothan, AL 36303, USA