

# Fox ML Infrastructure – 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.

---

## 1. Overview

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

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

---

## 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** – Contact [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com)
2. **Complete the compliance form** – See `LEGAL/PRODUCTION_USE_NOTIFICATION.md`
3. **Maintain license compliance** – 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.**

---

## 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.

---

## 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 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 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
- 

## 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** – We will contact you in writing (via email) to discuss compliance within 10 business days of detection
2. **Remediation period** – 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** – You may purchase a commercial license retroactively for the period of non-compliance, subject to payment of applicable fees
4. **Termination** – 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.

---

## 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
- 

## 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
- 

## 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
- 

## 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.

---

### Related Documents

- `COMMERCIAL_LICENSE.md` – Commercial license terms
  - `LEGAL/CLA.md` – Commercial License Agreement
  - `DUAL_LICENSE.md` – Dual licensing overview
  - `LEGAL/SUBSCRIPTIONS.md` – Pricing and licensing process
  - `LEGAL/PRODUCTION_USE_NOTIFICATION.md` – Production use notification form
  - `LEGAL/COMPLIANCE_FAQ.md` – Frequently asked compliance questions
- 

**Contact:** jenn.lewis5789@gmail.com

**Subject:** License Compliance Inquiry