

# FOX ML INFRASTRUCTURE – COMMERCIAL LICENSE v1.0

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Subject: Fox Infrastructure Licensing Inquiry

**IMPORTANT – Physical Mail Requirements:** - **Email notification required first:** Before sending any physical mail (including certified mail, overnight courier, or any other physical delivery method) to Licensor, the sending party MUST first send an email to jenn.lewis5789@gmail.com with the subject line “Physical Mail Notification” describing the nature of the physical mail and the expected delivery date. Physical mail sent without prior email notification will not be deemed received and will not satisfy any notice requirements under this License. - **Registered Agent address prohibited:** Do NOT send mail to any registered agent address or corporate filing address. Mail sent to registered agent addresses will not be accepted and will not be deemed received. - **Physical mail address:** Physical mail (if required after email notification) should be sent only to an address that Licensor designates in writing after receiving the email notification. Contact jenn.lewis5789@gmail.com to obtain the appropriate physical mailing address.

**To Licensee:** The address specified in the Ordering Documents or as otherwise provided by Licensee in writing.

**Preferred Method:** Email is the preferred and most reliable method of communication. All Notices should be sent via email unless physical mail is specifically required by law or court order.

**Deemed Receipt:** Notices sent: - By email will be deemed received on the date sent (if sent during business hours on a business day) or the next business day - By certified mail, return receipt requested, will be deemed received on the date of delivery shown on the return receipt, provided that prior email notification was sent as required above - By overnight courier will be deemed received on the next business day after deposit with the courier, provided that prior email notification was sent as required above

A party’s failure to send the optional physical mail notification does not invalidate a Notice that is properly delivered by email under this Section.

## 25. MISCELLANEOUS

### **Relationship of Parties.**

The parties are independent contractors. This License does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

### **Headings.**

The headings in this License are for convenience only and do not affect the interpretation of this License.

### **Language.**

This License is executed in the English language. Any translation of this License is for convenience only and the English version shall control in the event of any conflict.

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This License may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures (including signatures delivered by email in PDF format) will be deemed original signatures for all purposes.

**Waiver of Jury Trial.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LICENSE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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## **26. CONTACT**

For commercial licensing, enterprise usage, or SOW negotiation, contact:

**Jennifer Lewis**

Fox ML Infrastructure LLC

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

Subject: *Fox Infrastructure Licensing Inquiry*