

# FOX ML INFRASTRUCTURE — COMMERCIAL LICENSE v1.0

Copyright (c) 2025-2026 Jennifer Lewis

**Note:** This Commercial License is provided for informational purposes and may be supplemented or modified by a separate signed agreement. Licensor is not providing legal advice; Licensee should consult its own counsel before entering into this License.

## 1. DEFINITIONS

“Software” refers to the Fox-v1-infra codebase, modules, configurations, models, documentation, and all included assets, excluding third-party components governed by their own licenses.

“Licensee” refers to the individual or organization obtaining rights under this License.

“Commercial Use” means any use of the Software by a business, organization, institution, or individual that: (a) generates revenue directly or indirectly, (b) contributes to a commercial product or service, (c) is deployed internally within a company for operational, analytical, modeling, forecasting, optimization, or research purposes, (d) is used to provide services to third parties, (e) enables, assists, or supports any for-profit activity.

Non-commercial academic or personal research use remains available under AGPL-3.0.

## 2. GRANT OF LICENSE

Subject to payment of applicable fees and execution of a commercial agreement, the Licensor grants the Licensee a non-exclusive, non-transferable, worldwide right to:

- Use the Software for Commercial Use
- Modify the Software for internal commercial use
- Deploy the Software internally without AGPL disclosure obligations
- Integrate the Software into proprietary systems, stacks, or workflows

No sublicensing rights are granted unless explicitly permitted in a separate SOW.

### **Open-Source Use Unaffected.**

Non-commercial use of the Software remains available under the AGPL-3.0 license. This Commercial License does not limit or restrict rights granted under AGPL-3.0 for qualifying non-commercial academic or personal research use.

## 3. OWNERSHIP

The Software is licensed, not sold. As between Licensor and Licensee, Licensor retains all right, title, and interest in and to the Software and all related intellectual property rights, whether registered or unregistered.

**Licensee Developments.** Licensee retains ownership of its own internal configurations, scripts, and integrations created to interface with the Software (“Licensee Developments”), provided that such items do not include source code from the Software other than code allowed to be modified under this License.

**Feedback License.** Licensee grants Licensor a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate any feedback, suggestions, error reports, or

improvements provided by Licensee regarding the Software, without any obligation to Licensee and without giving Licensee ownership of any improvements or modifications made by Licensor.

#### 4. RESTRICTIONS

Unless explicitly permitted in writing by the Licensor, the Licensee may NOT:

- Distribute or sell the Software or derivatives as a standalone product
- Provide the Software as a hosted service (SaaS/PaaS), including any multi-tenant hosted environment where third parties access functionality primarily provided by the Software
- Publish or disclose source code derived from the commercial version
- Remove or alter copyright notices
- Claim authorship of the Software or its architectural design
- Use the Software in violation of US export controls or applicable law
- Use the Software in high-risk environments including but not limited to: medical diagnosis, critical infrastructure, weapons systems, life support systems, nuclear systems, or any environment where failure could result in death, serious injury, or significant property damage

#### 5. TERM AND TERMINATION

This License is effective upon payment and execution of a commercial agreement.

The Licensor may terminate this License if: - the Licensee violates any term of this License, - the Licensee fails to pay required fees, - the Licensee attempts unauthorized distribution or sublicensing.

Upon termination: - all rights revert to the Licensor, - the Licensee must cease use and destroy all copies, - continued use becomes unlicensed and in violation of copyright law.

#### 6. NO WARRANTY / LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE LICENSOR IS NOT LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, MODELING ERRORS, DATA LOSS, BUSINESS INTERRUPTION, OR ANY CONSEQUENTIAL DAMAGES ARISING FROM USE OF THE SOFTWARE.

**Liability Cap:** IN NO EVENT WILL LICENSOR’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LICENSE EXCEED THE FEES PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### 7. INDEMNITY

Licensee agrees to indemnify and hold harmless Licensor from and against any third-party claims, damages, or expenses (including reasonable attorneys’ fees) arising out of Licensee’s misuse of the Software, violation of this License, or violation of applicable laws.

## 8. SUPPORT AND MAINTENANCE

Support, integration, customization, improvements, or feature development require separate consulting agreements or Statements of Work (SOWs).

Support is NOT included unless explicitly contracted.

**No Service Level Guarantees.** Licensor provides no uptime guarantee, no obligation of maintenance, and no guaranteed update schedule. The Software is provided “as is” and Licensee assumes all risk of use, including in production environments.

## 9. UPDATES AND UPGRADES

**Version Definition.** “Version” refers to a release of the Software with a distinct version number (e.g., v1.0, v1.1, v2.0).

**Updates and Upgrades.** Unless explicitly included in a separate agreement: - Minor updates, patches, and hotfixes are NOT automatically included - Major version upgrades are NOT automatically included - New modules, features, or components are NOT automatically included - Licensee must purchase separate licenses or upgrade agreements for new versions

**No Obligation.** Licensor has no obligation to provide updates, upgrades, or new versions of the Software.

## 10. FEES

Commercial licensing fees are determined based on organization size, usage tier, integration complexity, required support level, additional deliverables, and criticality of deployment.

## 11. AUDIT RIGHTS

Licensor reserves the right to audit Licensee’s use of the Software to verify compliance with this License.

**Audit Terms:** - Licensor may conduct no more than one audit per 12-month period - Audits shall be conducted during normal business hours - Licensor must provide at least 30 days’ written notice - Audit scope limited to verification of Software usage and compliance with license restrictions - Remote audit methods are permitted (e.g., usage logs, deployment verification) - If audit reveals material violation (>5% non-compliance), Licensee must reimburse Licensor’s reasonable audit costs - Licensee must provide reasonable cooperation and access to relevant records

**Confidentiality:** All audit information shall be treated as confidential and used solely for compliance verification.

## 12. EXPORT CONTROL COMPLIANCE

Licensee acknowledges that the Software may be subject to export control laws and regulations, including but not limited to: - United States Export Administration Regulations (EAR) - European Union export control regulations - United Kingdom export control regulations

Licensee agrees to comply with all applicable export control laws and regulations. Licensee represents and warrants that: - Licensee is not located in, under the control of, or a national or resident of any country subject to comprehensive sanctions - Licensee will not export, re-export, or transfer

the Software to any prohibited destination or end-user - Licensee will not use the Software for any purpose prohibited by applicable export control laws

### **13. INDEPENDENT DEVELOPMENT**

Licensor may continue to develop, market, and provide software, products, or services that are similar to or competitive with the Software, regardless of any suggestions, feedback, or feature requests provided by Licensee. This License does not restrict Licensor's right to develop or provide such products or services independently.

### **14. PUBLICITY**

Unless otherwise agreed in writing, Licensor may not use Licensee's name, logo, or trademarks in any publicity, marketing materials, or customer lists without Licensee's prior written consent.

### **15. ASSIGNMENT**

**Licensee Assignment:** Licensee may not assign, transfer, or delegate this License or any rights hereunder without Licensor's prior written consent, except that Licensee may assign this License to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of Licensee's assets, provided that: - The assignee agrees in writing to be bound by all terms of this License - The assignee is not a direct competitor of Licensor - Licensee provides Licensor with 30 days' prior written notice

**Licensor Assignment:** Licensor may freely assign this License, including in connection with a merger, acquisition, or sale of all or substantially all of Licensor's assets. Such assignment shall not affect Licensee's rights under this License.

Any attempted assignment in violation of this section is void.

### **16. DISPUTE RESOLUTION**

**Informal Resolution:** The parties agree to attempt to resolve disputes through good faith negotiation for at least 30 days before initiating formal proceedings.

**Arbitration for Small Claims:** For claims under \$250,000, either party may elect binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA). Arbitration shall be conducted in Delaware by a single arbitrator with expertise in software licensing disputes.

**Litigation for Large Claims:** For claims of \$250,000 or more, disputes shall be resolved in the state or federal courts located in Delaware. Both parties consent to the exclusive jurisdiction and venue of such courts.

**Class Action Waiver:** Both parties waive any right to participate in class actions, collective actions, or representative proceedings.

### **17. GOVERNING LAW**

This License is governed by the laws of the State of Delaware, United States, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## 18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this License due to circumstances beyond its reasonable control, including but not limited to: acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network or infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

## 19. DATA HANDLING AND CONFIDENTIALITY

**Licensee Confidentiality Obligations:** Licensee agrees to maintain the confidentiality of: - Source code and internal architecture of the Software - Proprietary algorithms and techniques - Documentation marked as confidential - Pricing and licensing terms - Any other information designated as confidential by Licensor

**Security Requirements:** Licensee must implement reasonable technical and administrative safeguards to protect the Software and prevent unauthorized access, use, or disclosure.

**Breach Notification:** Licensee must notify Licensor immediately upon discovery of any unauthorized use, disclosure, or breach of security related to the Software.

## 20. SEVERABILITY

If any provision of this License is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be replaced with a valid, legal, and enforceable provision that comes closest to the intent of the original provision.

## 21. ENTIRE AGREEMENT

This License, together with any separate signed commercial agreement or Statement of Work, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to the Software. No modification, amendment, or waiver of any provision of this License shall be effective unless in writing and signed by both parties.

## 22. SURVIVAL

Sections 4 (Restrictions), 6 (No Warranty / Limitation of Liability), 7 (Indemnity), 11 (Audit Rights), 12 (Export Control Compliance), 16 (Dispute Resolution), 17 (Governing Law), 19 (Data Handling and Confidentiality), 20 (Severability), 21 (Entire Agreement), and this Section 22 (Survival) will survive termination or expiration of this License.

## 23. CONTACT

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

**Jennifer Lewis**

Fox ML Infrastructure

Email: [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com)

Subject: *Fox Infrastructure Licensing Inquiry*