Fox-v1-infra — Commercial License Agreement (CLA v1.3)

This Commercial License Agreement ("Agreement") is entered into between Fox ML Infrastructure LLC ("Licensor") and the purchasing organization ("Licensee"). This Agreement governs commercial use of the software known as Fox-v1-infra ("Software").

1. Definitions Software

The Fox-v1-infra codebase, modules, pipelines, configurations, documentation, and all updates provided under this Agreement.

Internal Use

Use of the Software solely within the Licensee's organization, accessible only to Licensee's employees or contractors under confidentiality obligations.

Derivative Works

Any modifications, extensions, or integrations created by Licensee based on the Software, used exclusively for Internal Use.

Effective Date

The earlier of (a) the date payment is received, or (b) the date this Agreement is executed by both parties.

Organization Size

Licensee's total number of employees (not engineers), used to determine the applicable annual license fee.

2. Grant of Rights

Upon receipt of payment and subject to compliance with this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, revocable license to:

Use the Software for Internal Use.

Modify the Software and create Derivative Works for Internal Use.

Maintain private internal forks or repositories.

Integrate the Software with internal systems, workflows, data layers, and research infrastructure.

This license DOES NOT permit Licensee to:

Redistribute the Software or any Derivative Works.

Host the Software as a commercial service (SaaS/PaaS).

Provide the Software or derivatives to clients or external users.

Publish or disclose source code publicly.

Sublicense, rent, lease, or sell the Software.

Use the Software to build a competing ML/quant infrastructure product.

All rights not expressly granted are reserved by Licensor.

3. Restrictions

Licensee agrees NOT to:

Make the Software available to third parties outside its organization.

Publish any portion of the Software, including modified versions.

Bypass or remove copyright, license notices, or attribution.

Claim ownership of the Software or its architectural design.

Use the Software in violation of applicable law or export controls.

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.

Violation constitutes a material breach and may result in immediate termination.

4. Fees & Payment Terms

Annual license fees are based on Organization Size, aligned with the public pricing schedule:

Annual Commercial License Fees

1–10 employees — $18,000 / year

11–50 employees — $36,000 / year

51–250 employees — $90,000 / year

251–1000 employees — $180,000 / year

1000+ employees — starts at $300,000 / year (custom quote)

Payment is due within 30 days of invoice unless otherwise agreed in writing.

Renewal

Licenses renew annually at the then-current pricing unless canceled prior to the renewal date.

Failure to pay may result in suspension or termination of rights under this Agreement.

5. 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. Licensor does not guarantee development of specific features.

**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.

6. Support (Optional)

Support is not included unless purchased separately. Optional support may include:

email assistance

debugging help

integration support

modeling pipeline improvements

custom feature development

Support is billed under a separate Statement of Work (SOW).

7. Intellectual Property

Licensor retains all rights, title, and interest in:

the Software,

documentation,

updates and improvements,

architectural design,

proprietary modules and algorithms.

Licensee owns its internal Derivative Works but may not distribute, publish, or commercialize them.

**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.

8. Confidentiality

Licensee must protect:

source code,

internal architecture,

proprietary techniques,

derivative works,

pricing and licensing terms,

business information.

Both parties agree to reasonable technical and administrative safeguards.

9. Term & Termination

This Agreement:

begins on the Effective Date,

renews annually,

remains in effect unless terminated.

Licensor may terminate immediately if Licensee:

violates license restrictions,

redistributes the Software,

fails to pay fees,

commercializes derivative works,

builds competing infrastructure.

Upon termination:

Licensee must:

cease all use of the Software,

delete all copies and derivatives,

certify deletion in writing within 7 days.

No refunds are provided for terminated licenses.

9.1. 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 AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.2. 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 Agreement, or violation of applicable laws.

10. 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

11. 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 Agreement does not restrict Licensor's right to develop or provide such products or services independently.

12. 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.

13. Audit Rights

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

Audit Terms: - Licensor may conduct one audit per calendar year - 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.

**Audit Terms (Updated):** - Licensor may conduct no more than one audit per 12-month period - Audits shall be conducted during normal business hours - All other terms remain as stated above

14. Assignment

Licensee Assignment: Licensee may not assign, transfer, or delegate this Agreement or any rights hereunder without Licensor's prior written consent, except that Licensee may assign this Agreement 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 Agreement - 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 Agreement, 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 Agreement.

Any attempted assignment in violation of this section is void.

15. 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.

16. Governing Law

This Agreement 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.

17. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement 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.

18. Severability

If any provision of this Agreement 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.

19. Entire Agreement

This Agreement, 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 Agreement shall be effective unless in writing and signed by both parties.

20. Survival

Sections 3 (Restrictions), 9.1 (No Warranty / Limitation of Liability), 9.2 (Indemnity), 10 (Export Control Compliance), 13 (Audit Rights), 15 (Dispute Resolution), 16 (Governing Law), 8 (Confidentiality), 18 (Severability), 19 (Entire Agreement), and this Section 20 (Survival) will survive termination or expiration of this Agreement.

Signatures

Licensee Representative: _____ Title: _____
Date: _____

Licensor (Fox ML Infrastructure LLC): _____ Date: _____