Contents

Fox ML Infrastructure – Intellectual Property Ownership Clarification

This document clarifies intellectual property ownership boundaries between Fox ML Infrastructure and commercial licensees. This is essential for ML research organizations, quantitative firms, and enterprises concerned about IP contamination and ownership clarity.

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1. Executive Summary

Clear IP boundaries prevent disputes and protect both parties:

- **Fox ML Infrastructure LLC** retains ownership of all original FoxML Core code and core platform IP
- **Clients** own their additions, configurations, strategies, and proprietary data
- **Custom features** developed under contract belong to the party specified in the Statement of Work (SOW)
- **General patterns** and non-specific code may be reused by Fox ML Infrastructure

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2. Core Platform IP Ownership

2.1 Fox ML Infrastructure Owns Core Platform

Fox ML Infrastructure LLC retains ownership of:

- **Core codebase** – All original FoxML Core source code, modules, and components
- **Architecture and design** – System architecture, design patterns, and structural decisions
- **Framework components** – Training frameworks, validation systems, pipeline orchestration
- **Generic features** – Features that are not client-specific
- **Documentation** – Core platform documentation and technical specifications
- **Pre-existing IP** – All IP developed prior to any client engagement

This ownership is perpetual and does not transfer to clients.

2.2 License, Not Sale

Commercial licenses grant usage rights, not ownership:

- Clients receive a **license to use** the Software
- Clients do **not** receive ownership of the Software
- Core platform IP remains the property of Fox ML Infrastructure LLC
- Clients may modify the Software for internal use, but modifications do not transfer ownership of the core platform

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3. Client-Owned IP

3.1 Client Additions and Customizations

Clients own:

- **Client-specific configurations** – Configuration files, parameter settings, and deployment recipes created by the client
- **Client-specific strategies** – Trading strategies, research methodologies, and proprietary algorithms developed by the client
- **Client data** – All client data, datasets, and proprietary information
- **Client integrations** – Integration code written by the client to connect Fox ML Infrastructure with client systems

- **Client modifications** – Modifications made by the client that are not derived from core platform code

3.2 Client Developments

Work created exclusively for the client under a Statement of Work (SOW):

- **Client-owned deliverables** – If the SOW specifies client ownership, deliverables become client-owned IP
- **Licensor-owned deliverables** – If the SOW does not specify client ownership, deliverables may remain licensor-owned (see Section 4)
- **Custom features** – Ownership of custom features is determined by the SOW terms

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4. Custom Features Developed Under Contract

4.1 Default Ownership

Unless explicitly assigned in the SOW:

- **Custom features developed by Fox ML Infrastructure** remain the property of Fox ML Infrastructure LLC
- **Generalization rights** – Fox ML Infrastructure may generalize client-specific work and incorporate it into the core platform
- **Reuse rights** – Fox ML Infrastructure may reuse non-proprietary patterns and techniques in future projects

4.2 Client Ownership (When Specified)

If the SOW explicitly assigns ownership to the client:

- **Client-owned custom features** – Features become client-owned IP
- **Exclusive rights** – If exclusivity is purchased, Fox ML Infrastructure will not provide similar features to other clients
- **License back** – Fox ML Infrastructure may receive a license to use generalized patterns (if negotiated)

4.3 Exclusivity Premium

Clients may purchase exclusivity rights:

- **Exclusive features** – Features developed exclusively for the client and not provided to others
- **Exclusivity premium** – Additional fee required for exclusive rights
- **SOW terms** – Exclusivity terms are defined in the Statement of Work

IP terms are defined in individual Statements of Work (SOWs) for enterprise licensees.

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5. Derivative Works

5.1 Derivative Works Based on Core Platform

If client work incorporates or extends core platform components:

- **Client receives a license** – Client receives an internal-use license to use the derivative works
- **Core IP remains owned** – Core underlying components remain the property of Fox ML Infrastructure LLC
- **License terms** – License terms (perpetual, internal-use, non-exclusive) are defined in the SOW or commercial license

5.2 Client Modifications

Client modifications to the Software:

- **Internal use only** – Modifications may be used internally by the client
- **No redistribution** – Client may not redistribute modified versions
- **No ownership transfer** – Modifications do not transfer ownership of the core platform
- **Client owns modifications** – Client owns their specific modifications (but not the underlying platform)

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6. Reuse Rights

6.1 General Patterns and Techniques

Fox ML Infrastructure may reuse:

- **General engineering patterns** – Common patterns, architectural concepts, and design principles
- **Non-client-specific techniques** – Techniques that are not proprietary to a specific client
- **Generic improvements** – Improvements that are not client-specific
- **Templates and utilities** – Reusable templates and utility functions

6.2 What Will Never Be Reused

Fox ML Infrastructure will never reuse:

- **Client data** – Client datasets, proprietary data, or confidential information
- **Client-specific algorithms** – Proprietary algorithms or strategies developed for a specific client
- **Client secrets** – Client API keys, credentials, or confidential configurations
- **Client proprietary code** – Code that is clearly proprietary to the client

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7. Open-Source Components

7.1 Third-Party Open-Source

Open-source components follow their upstream licenses:

- **Upstream licenses** – Components licensed under various open-source licenses (MIT, Apache, etc.) follow their respective licenses
- **Client rights** – Clients receive rights under both the commercial license and applicable open-source licenses
- **No ownership transfer** – Open-source components remain under their original licenses

7.2 Fox ML Infrastructure Open-Source Core

The public source-available core:

- **Source-available license** – Available for free personal/academic use (see LICENSE)
- **Commercial license required** – Organizational use requires a commercial license
- **Core IP remains owned** – Core platform IP remains the property of Fox ML Infrastructure LLC

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8. Feedback and Improvements

8.1 Feedback License

Client feedback grants Fox ML Infrastructure a license:

- **Non-exclusive license** – Fox ML Infrastructure receives a non-exclusive, perpetual, irrevocable license to use feedback
- **No obligation** – Fox ML Infrastructure has no obligation to implement feedback or compensate the client
- **No ownership transfer** – Client does not receive ownership of improvements made by Fox ML Infrastructure

This is standard in commercial licenses and allows Fox ML Infrastructure to improve the platform based on client input.

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9. No Transfer of Core IP

9.1 Core IP Does Not Transfer

Core platform IP does not transfer to clients under any circumstances:

- **No purchase option** – Core IP is not available for purchase
- **No assignment** – Core IP cannot be assigned to clients
- **No exclusive licensing** – Core IP is licensed non-exclusively to all commercial licensees
- **Perpetual ownership** – Fox ML Infrastructure LLC retains perpetual ownership of core platform IP

9.2 Separate Purchase (If Available)

If core IP transfer is desired (rare and expensive):

- **Separate agreement required** – Would require a separate, custom agreement
- **Significant premium** – Would require a substantial premium payment

- **Not standard** – This is not a standard offering and would be negotiated case-by-case

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10. IP Contamination Protection

10.1 Clear Boundaries Prevent Contamination

This clarification document prevents IP contamination concerns:

- **Clear ownership** – Explicit ownership boundaries prevent disputes
- **No accidental transfer** – Core IP cannot be accidentally transferred
- **Client protection** – Clients own their additions and customizations
- **Vendor protection** – Vendor retains core platform IP

10.2 Hedge Fund Considerations

For ML research organizations and quantitative firms:

- **Strategy protection** – Client strategies remain client-owned and confidential
- **No cross-contamination** – Work done for one client does not contaminate another client's IP
- **Clear separation** – Client-specific repositories keep IP separate
- **NDA protection** – Non-Disclosure Agreements provide additional protection

See `LEGAL/ENTERPRISE_DELIVERY.md` for repository structure and IP isolation.

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11. Documentation Ownership

11.1 Core Documentation

Core platform documentation:

- **Vendor-owned** – Core documentation remains the property of Fox ML Infrastructure LLC
- **Client may use** – Clients may use documentation for internal purposes
- **No redistribution** – Clients may not redistribute documentation

11.2 Client-Specific Documentation

Documentation created for a specific client:

- **SOW determines ownership** – Ownership is determined by the SOW terms
- **Client-owned (if specified)** – If SOW specifies client ownership, documentation becomes client-owned
- **Vendor-owned (default)** – If not specified, documentation may remain vendor-owned

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12. Summary

Key Ownership Principles:

1. **Core platform IP** -> Fox ML Infrastructure LLC (perpetual ownership)

2. **Client additions** -> Client-owned (configs, strategies, data)
3. **Custom features** -> Ownership determined by SOW (default: vendor-owned, may be client-owned if specified)
4. **General patterns** -> May be reused by Fox ML Infrastructure
5. **Client data/secrets** -> Never reused, always client-owned
6. **No core IP transfer** -> Core IP does not transfer under any standard agreement

This structure protects both parties and prevents IP disputes.

Contact

For questions about IP ownership or custom IP terms:

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Related Documents

- `LEGAL/consulting/IP_TERMS_ADDENDUM.md` – Detailed IP terms for consulting engagements
- `LEGAL/ENTERPRISE_DELIVERY.md` – Repository structure and IP isolation
- `COMMERCIAL_LICENSE.md` – Commercial license terms (Section 3: Ownership)