

Master Consulting Agreement (MCA) – v2.0

Consultant: Jennifer Lewis – Fox ML Infrastructure LLC **Email:** jenn.lewis5789@gmail.com

This Master Consulting Agreement establishes the framework under which Consultant provides engineering, ML systems, quantitative research, HPC, and infrastructure consulting services. Individual project terms are defined in separate Statements of Work (SOWs).

1. Parties

This Agreement is between:

- **Consultant:** Jennifer Lewis – Fox ML Infrastructure LLC
 - **Client:** Organization executing an SOW.
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2. Engagement

Client retains Consultant to provide:

- ML systems engineering
- Quant infrastructure development
- Internal tooling integrations
- HPC and pipeline optimization
- Internal extensions of the Fox ML Infrastructure (Fox-v1-infra) system

No work begins without an SOW.

3. Compensation

3.1 Base Rate

\$300/hr minimum.

3.2 Adjusted Rates

May increase depending on:

- complexity
- urgency
- proprietary development
- deep integrations
- research intensity
- enterprise requirements

3.3 Payment Terms

- Net 15
- Monthly/milestone invoicing
- Late payments incur 1.5%/month

Consultant may pause work if payment is overdue.

4. Independent Contractor Status

Consultant remains independent and maintains full control over technical methods, tooling, schedules, and workflows.

Client is not responsible for taxes, insurance, benefits, equipment, or overhead.

5. Intellectual Property

5.1 Pre-Existing IP

All pre-existing IP, including but not limited to:

- Fox ML Infrastructure (Fox-v1-infra) system, pipelines, and architecture
- Research frameworks, HPC templates, internal utilities belongs exclusively to Consultant.

5.2 Work Product Under This Agreement

Unless stated otherwise in the SOW:

- Client receives an internal-use license to deliverables.
- Consultant retains all underlying methodologies and reusable components.

5.3 No Transfer of Fox ML Infrastructure IP

Nothing in this Agreement transfers ownership of:

- Fox-v1-infra
 - Proprietary modules, pipelines, or subsystems
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6. Confidentiality

All exchanged information is confidential.

7. Warranties & Limitations

Services are provided “as is.” No guarantees of financial return or production outcomes.

Liability limited to fees paid under the relevant SOW.

8. Termination

Either party may terminate:

- with 14 days' notice, or
- immediately for material breach.

Client must pay for work completed.

9. Governing Law

Alabama law applies unless overridden in an SOW.

10. Entire Agreement

This MCA + any SOWs form the entire agreement.