

# Fox ML Infrastructure – Commercial Use Guide

**Document Hierarchy:** This document is provided for guidance only. In case of any conflict, COMMERCIAL\_LICENSE.md is the authoritative and controlling document for all commercial licensing terms and obligations, and LICENSE (AGPL-3.0) controls for open-source licensing.

Quick reference for commercial use requirements and licensing.

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## 1. Do I Need a Commercial License?

[OK] YES – You need a commercial license if:

- You are a **business, organization, or institution**
- You use FoxML Core for **internal operations** (see LEGAL/SUBSCRIPTIONS.md for definition of business/internal use)
- You use it for **trading, investment, or financial decision-making**
- You **deploy it in production**
- You **integrate it into proprietary systems**
- You use it in any **revenue-generating activity**
- You **modify it for commercial use**
- You use it to **provide services to third parties**

Any business or internal use by or for a commercial organization requires a commercial license, regardless of whether the use directly generates revenue.

[X] NO – You do NOT need a commercial license if:

- You are using it for **non-commercial academic research** (see LEGAL/SUBSCRIPTIONS.md for full definition) at a qualifying non-profit, tax-exempt educational institution
- You are using it for **personal study or learning** (individual in personal capacity, NOT for business, client work, or revenue generation)
- You are contributing to **open-source projects** (under AGPL-3.0) in a non-commercial context
- You are **not using it in production** or for commercial purposes

**IMPORTANT EXCLUSIONS:** - Sole proprietors, freelancers, and independent contractors

– Even if claimed to be “personal,” any use in connection with business activity or client work requires a commercial license - **For-profit educational institutions** – Any use by for-profit universities, bootcamps, or training companies requires a commercial license - **Corporate research labs** – Research conducted by or for commercial organizations requires a commercial license, regardless of non-profit status - **“Experimental” or “non-revenue” business use** – Still requires a commercial license

**Note:** Academic research conducted for, funded by, sponsored by, or operationally integrated into a commercial organization requires a commercial license, even if performed by students or interns.

**NO FREE TRIAL FOR COMMERCIAL USE:** There is no grace period, evaluation period, or “free trial” for commercial use. Payment is required from the first day of commercial use. The 30-day evaluation period described in LEGAL/SUPPORT\_POLICY.md is for non-commercial evaluation only.

See LEGAL/SUBSCRIPTIONS.md for complete definitions and usage scenarios.

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## 2. What Does a Commercial License Provide?

### 2.1 Rights Granted

With a commercial license, you can:

- [OK] Use FoxML Core internally without AGPL disclosure obligations
- [OK] Modify the software for internal commercial use
- [OK] Deploy it in production environments
- [OK] Integrate it into proprietary systems and workflows
- [OK] Use it for trading, investment, and financial decision-making
- [OK] Maintain private internal forks or repositories
- [OK] Access private GitHub repositories with commercial code

## 2.2 Restrictions

**Even with a commercial license, you CANNOT:**

- Redistribute or sell the software as a standalone product
- Host it as SaaS/PaaS without explicit written permission
- Publish or disclose source code derived from the commercial version
- Remove or alter copyright notices
- Claim authorship of the software or its architecture
- Use it in high-risk environments without authorization

See [COMMERCIAL\\_LICENSE.md](#) Section 4 (Restrictions) for complete details.

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## 3. SaaS / Hosted Service Use

### 3.1 Prohibited Without Permission

You MAY NOT host FoxML Core as SaaS/PaaS without:

- Explicit written permission from Fox ML Infrastructure LLC
- A separate commercial agreement for hosted services
- Custom licensing terms for multi-tenant deployments

### 3.2 Getting Permission

To offer FoxML Core as a hosted service:

- Contact: jenn.lewis5789@gmail.com
- Subject: SaaS Licensing Inquiry
- Include: Deployment model, scale, and usage estimates

SaaS deployments require custom licensing agreements.

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## 4. Pricing

### 4.1 Annual License Fees

Commercial license pricing is aligned with enterprise ML infrastructure standards.

Tiers are based on total headcount of the legal entity (not just users of the Software).

- **1-10 employees** – \$150,000 / year
- **11-50 employees** – \$350,000 / year
- **51-250 employees** – \$750,000 / year
- **251-1000 employees** – \$1,500,000-\$2,500,000 / year (based on scope, starting at \$1,500,000)
- **1000+ employees** – \$5,000,000-\$12,000,000+ / year (custom enterprise quote)

See [LEGAL/SUBSCRIPTIONS.md](#) for complete pricing information and optional add-ons.

## 4.2 Optional Enterprise Add-Ons

Enterprise add-ons are available with defined scope, boundaries, and pricing tiers:

- **Dedicated Support SLA** – \$5,000-\$20,000 / month (tiered: Business/Enterprise/Premium with defined response times, coverage, and channels)
- **Integration & On-Prem Setup** – \$100,000-\$500,000 one-time (scoped via SOW, depends on infrastructure complexity and environment count)
- **Onboarding** – \$25,000-\$75,000 one-time (Basic: training + architecture review; Custom: tailored workshops + hands-on pipeline design)
- **Private Slack / Direct Founder Access** – \$30,000-\$120,000 / year (up to 3-5 named contacts, business hours, strategic discussions only; not a replacement for support SLA)
- **Additional User Seats** – \$500-\$2,000 / seat / year (beyond included seats per tier; each license tier includes a base number of named users)
- **Adaptive Intelligence Layer** (Tier 5 only) – +\$2,000,000-\$5,000,000 / year (subject to roadmap availability, requires separate SOW with milestones)

See [LEGAL/SUBSCRIPTIONS.md](#) for complete add-on details, scope definitions, and boundaries.

## 4.3 What's Included

**Commercial license includes:**

- Annual license for internal use
- Access to private GitHub repositories
- Updates and patches (as released)
- Email support for licensing questions

Support and consulting are available separately. See [LEGAL/SUPPORT\\_POLICY.md](#).

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## 5. How to Purchase

### 5.1 Licensing Process

To request a commercial license:

1. **Email:** jenn.lewis5789@gmail.com
2. **Subject:** Commercial License Request
3. **Include:**
  - Your full name
  - Organization name
  - Work email
  - Company website or LinkedIn
  - Organization size (1-10, 11-50, 51-250, 251-1000, 1000+)
  - Primary use case (1-3 sentences)
  - Desired start timeline
  - Any special requirements (optional)
4. **Review:** We will review your information and reply with:
  - Appropriate licensing option
  - Pricing confirmation
  - Stripe payment link
  - Commercial License Agreement (CLA) for signature

### 5.2 After Purchase

Once licensed:

- You will receive access to private GitHub repositories
  - You will receive a signed Commercial License Agreement
  - You can begin using FoxML Core in production
  - You must complete the production use notification (see [LEGAL/PRODUCTION\\_USE\\_NOTIFICATION.md](#))
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## 6. Production Use Notification

### 6.1 Notification Requirement

If you use FoxML Core in production, you must:

- Complete the production use notification form
- Maintain license compliance
- Report any changes in usage or deployment

See [LEGAL/PRODUCTION\\_USE\\_NOTIFICATION.md](#) for the notification form.

### 6.2 What to Report

You should report:

- Production deployment locations
- Number of users or systems
- Integration points with other systems
- Any SaaS or hosted service offerings

This helps us understand usage patterns and provide better support.

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## 7. Compliance

### 7.1 Maintaining Compliance

To maintain compliance:

- Keep your commercial license current (annual renewal)
- Do not exceed license scope (e.g., SaaS without permission)
- Maintain copyright notices in all files
- Do not redistribute or publish source code
- Report production use as required

### 7.2 Audit Rights

Fox ML Infrastructure LLC may audit compliance:

- With 30 days' written notice
  - Limited to compliance verification
  - Remote audit methods permitted
  - See [LEGAL/CLA.md](#) Section 13 for audit terms
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## 8. Common Questions

### 8.1 Can I Use It for Trading?

**Yes, with a commercial license.** FoxML Core can be used for trading, investment analysis, and financial decision-making with a commercial license.

See `LEGAL/ACCEPTABLE_USE_POLICY.md` for acceptable use guidelines.

### 8.2 Can I Modify It?

**Yes, with a commercial license.** You can modify FoxML Core for internal commercial use. You cannot redistribute or publish modifications.

See `COMMERCIAL_LICENSE.md` Section 2 (Grant of License).

### 8.3 Can I Host It as SaaS?

**No, not without explicit written permission.** SaaS hosting requires a separate commercial agreement and custom licensing terms.

Contact [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com) for SaaS licensing inquiries.

### 8.4 What About Academic Use?

**Academic use is permitted under AGPL-3.0** for non-commercial research. If your academic institution uses it for commercial purposes, a commercial license is required.

See `DUAL_LICENSE.md` for academic use details.

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## 9. Getting Help

### 9.1 Licensing Questions

For licensing questions:

- Email: [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com)
- Subject: Commercial Use Inquiry
- Response time: Within 2 business days

### 9.2 Compliance Questions

For compliance questions:

- See `LEGAL/COMPLIANCE_FAQ.md` for common questions
  - See `LEGAL/LICENSE_ENFORCEMENT.md` for enforcement procedures
  - Email: [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com)
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## 10. Summary

Quick Checklist:

- [OK] Determine if you need a commercial license (see Section 1)
- [OK] Review pricing (see Section 4)
- [OK] Request a license (see Section 5)
- [OK] Complete production use notification (see Section 6)
- [OK] Maintain compliance (see Section 7)

If you have questions, contact us. We're here to help.

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## **Related Documents**

- COMMERCIAL\_LICENSE.md – Complete commercial license terms
  - LEGAL/CLA.md – Commercial License Agreement
  - LEGAL/SUBSCRIPTIONS.md – Pricing and licensing process
  - DUAL\_LICENSE.md – Dual licensing overview
  - LEGAL/PRODUCTION\_USE\_NOTIFICATION.md – Production use notification form
  - LEGAL/COMPLIANCE\_FAQ.md – Frequently asked questions
  - LEGAL/LICENSE\_ENFORCEMENT.md – Enforcement procedures
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**Contact:** jenn.lewis5789@gmail.com

**Subject:** Commercial Use Inquiry