

FoxML Core – Commercial Licensing FAQ

Quick answers to common questions about commercial licensing.

Important: This FAQ is for convenience only. In case of any conflict, `COMMERCIAL_LICENSE.md` is the authoritative and controlling document. See `COMMERCIAL_LICENSE.md` Section 22 for the complete document hierarchy.

General Questions

Q: What is “Commercial Use”?

A: “Commercial Use” (as defined in `COMMERCIAL_LICENSE.md` Section 1) means any use of the Software by or for the benefit of a business, organization, or other legal entity, including:

- Internal use in any environment (development, testing, staging, or production)
- Use that directly or indirectly supports revenue-generating activities
- Use by employees, contractors, interns, or Affiliates in the scope of their work

Examples include: internal tools, dashboards, research pipelines, proofs of concept, evaluations, pilot projects, trading systems, investment analysis, client services, and any use within a business or organizational context.

Key point: Commercial Use requires a commercial license regardless of whether the use directly generates revenue, is labeled “experimental,” “non-production,” or “research-only.”

Q: Can I use the AGPL-3.0 version for internal evaluation or proof of concept?

A: No. The AGPL-3.0 version may NOT be used for any Commercial Use, including internal evaluation, proof of concept, or pilot projects within a business context. There is no “free trial” or “evaluation period” for Commercial Use.

The 30-day evaluation period described in `LEGAL/SUPPORT_POLICY.md` is for **non-commercial evaluation only** and does not permit Commercial Use.

If you are a business, organization, or institution, you need a commercial license from the start, even for evaluation or experimental use.

Q: Can interns, contractors, or consultants use the AGPL-3.0 version?

A: No. If they are using the Software in the scope of their work for a business or organization, that constitutes Commercial Use and requires a commercial license.

The AGPL-3.0 version is only permitted for: - Individual personal research (not for any business purpose) - Non-commercial academic research at degree-granting educational institutions (see `LEGAL/SUBSCRIPTIONS.md` for full definition)

Key point: Use by employees, contractors, interns, or Affiliates in the scope of their work for a business entity requires a commercial license, regardless of their employment status.

Q: Can our Data Science team use AGPL while our ML Applications team uses a commercial license?

A: No. You may not combine AGPL-3.0 copies with Commercial Use or use both licenses simultaneously within the same organization without a commercial agreement. If any part of your organization uses the Software for Commercial Use, all use within that organization requires a commercial license.

This is explicitly prohibited under the “NO MIXED USE” restriction (see `DUAL_LICENSE.md`).

Q: What about academic partnerships or university research?

A: It depends on the context:

- **Non-commercial academic research** at a degree-granting educational institution (where results are not used to support commercial operations) -> AGPL-3.0 is permitted
- **Corporate-funded research** or research sponsored by commercial organizations -> Commercial license required
- **For-profit universities** or corporate research labs -> Commercial license required
- **Research that supports commercial operations, trading, or revenue-generating activities** -> Commercial license required

See `LEGAL/SUBSCRIPTIONS.md` for the complete definition of “Academic & Personal Use.”

Q: Can I use the Software for a pre-revenue startup or experimental project?

A: Yes, but you still need a commercial license. Commercial Use includes non-revenue or “experimental” usage within a business context. The fact that you are not yet generating revenue does not exempt you from commercial licensing requirements.

Key point: Any use within a business, organization, or commercial entity requires a commercial license, regardless of revenue status.

Q: Can I sell outputs (signals, analytics, predictions) to clients?

A: Yes, with a commercial license. Licensee may use the Software to provide outputs (including predictions, analytics, signals, or trading decisions) to Licensee’s own clients, provided such clients do not receive direct or indirect access to the Software itself.

However, you may not: - Sell models, algorithms, or systems created using the Software as a standalone product - Use the Software to build or operate a Competing Infrastructure Service - Grant third parties direct or indirect access to the Software

See `COMMERCIAL_LICENSE.md` Section 4 (“Model Training and Resale”) for complete details.

Q: Can I modify the Software?

A: Yes. With a commercial license, you may modify the Software for your own internal commercial use.

However:

- Modifications must remain for your internal use only
- You may not distribute modified versions
- You may not create derivative products that compete with FoxML Core

- Any work that qualifies as a derivative of the Software is owned by Licensor and licensed back to you under the terms of your commercial license

See `COMMERCIAL_LICENSE.md` Section 3 (“Licensee Developments”) for complete details.

Q: Can I host the Software on AWS, GCP, or Azure for our internal use?

A: Yes, with a commercial license. You may deploy the Software on third-party cloud infrastructure (AWS, GCP, Azure, etc.) for your own internal Commercial Use, provided:

- The deployment is for your internal use only
- You do not provide third parties with access to the Software
- You comply with all other license restrictions

See `COMMERCIAL_LICENSE.md` Section 4 for complete hosting and deployment restrictions.

Q: What happens if I’ve been using the AGPL-3.0 version commercially?

A: You must immediately obtain a commercial license and may be required to pay retroactive licensing fees. Commercial Use of the AGPL-3.0 version is a violation of the license terms and may constitute copyright infringement.

Contact jenn.lewis5789@gmail.com to discuss retroactive licensing.

Q: Can I share a license with a subsidiary or parent company?

A: No. Each separate legal entity (including each Affiliate) that wishes to use the Software must obtain its own license. Sharing a single license across multiple entities, even if related, is prohibited and constitutes a Material Breach.

See `COMMERCIAL_LICENSE.md` Section 1 (“Affiliate” definition) and Section 4 (“Use by Affiliates”) for complete details.

Q: What if I exceed my seat limit?

A: If you exceed the purchased Seats, Licensor may invoice you for the excess usage at Licensor’s then-current rates, and you must pay such invoice within thirty (30) days. Repeated or material excess usage (exceeding purchased Seats by more than ten percent (10%) for more than thirty (30) consecutive days) may constitute a Material Breach and grounds for termination.

See `COMMERCIAL_LICENSE.md` Section 3 (“Authorized Users and Seat Limits”) for complete details.

Q: Can I benchmark the Software?

A: No. You may not publish or disclose to any third party any benchmark, performance, or comparison tests of the Software without Licensor’s prior written consent. Any breach of this restriction is deemed a Material Breach and may result in immediate termination.

See `COMMERCIAL_LICENSE.md` Section 4 (“Benchmarking”) for complete details.

Q: Can I reverse engineer the Software?

A: No. You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive or access the source code, underlying ideas, algorithms, file formats, or non-public APIs of the Software, except to the extent expressly permitted by applicable law notwithstanding a contractual restriction.

See `COMMERCIAL_LICENSE.md` Section 4 (“Reverse Engineering”) for complete details.

Q: How do I contact you for licensing questions?

A: Email jenn.lewis5789@gmail.com with your inquiry. For physical mail, you must first send an email notification (see `COMMERCIAL_LICENSE.md` Section 24 for complete notice requirements).

Still Have Questions?

If your question isn’t answered here, please review:

- `COMMERCIAL_LICENSE.md` – Complete commercial license terms
- `DUAL_LICENSE.md` – License selection guide
- `LEGAL/SUBSCRIPTIONS.md` – Usage scenarios and definitions
- `LEGAL/DECISION_MATRIX.md` – Quick reference matrix

For licensing inquiries, contact: jenn.lewis5789@gmail.com

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