

# Fox ML Infrastructure [UNICODE] Warranty & Liability Addendum

This document provides a clear, standalone statement of warranties (or lack thereof) and liability limitations for Fox ML Infrastructure software.

This addendum is designed for enterprise legal teams and procurement departments.

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## 1. No Warranties

### 1.1 “AS IS” Provision

**THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:**

- **Merchantability** [UNICODE] No warranty of merchantability or fitness for a particular purpose
- **Non-infringement** [UNICODE] No warranty of non-infringement of third-party rights
- **Accuracy** [UNICODE] No warranty of accuracy, correctness, or reliability
- **Performance** [UNICODE] No warranty of performance, speed, or efficiency
- **Compatibility** [UNICODE] No warranty of compatibility with specific systems or environments
- **Error-free operation** [UNICODE] No warranty that the Software will be error-free or uninterrupted
- **Security** [UNICODE] No warranty of security or protection against vulnerabilities

### 1.2 No Guarantees of Financial Outcome

**Fox ML Infrastructure LLC makes no guarantees regarding:**

- **Trading performance** [UNICODE] No guarantee of profitable trading, positive returns, or investment success
- **Model accuracy** [UNICODE] No guarantee of model accuracy, prediction correctness, or forecast reliability
- **Financial outcomes** [UNICODE] No guarantee of any financial outcome, result, or performance
- **Risk management** [UNICODE] No guarantee of risk management, loss prevention, or downside protection
- **Market performance** [UNICODE] No guarantee of market performance or market-beating results

### 1.3 No Guarantees of Model Correctness

**Fox ML Infrastructure LLC makes no guarantees regarding:**

- **Model predictions** [UNICODE] No guarantee that model predictions, forecasts, or outputs are correct
- **Feature quality** [UNICODE] No guarantee of feature quality, relevance, or predictive power
- **Data quality** [UNICODE] No guarantee of data quality, completeness, or accuracy
- **Validation results** [UNICODE] No guarantee that validation results will translate to production performance

- **Backtest results** [UNICODE] No guarantee that backtest results will be achieved in live trading
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## 2. Limitation of Liability

### 2.1 No Liability for Indirect Damages

Fox ML Infrastructure LLC is not liable for:

- **Indirect damages** [UNICODE] Indirect, incidental, or consequential damages
- **Lost profits** [UNICODE] Lost profits, lost revenue, or lost business opportunities
- **Lost data** [UNICODE] Lost data, corrupted data, or data loss
- **Business interruption** [UNICODE] Business interruption, downtime, or service disruption
- **Opportunity costs** [UNICODE] Opportunity costs or expected profits
- **Punitive damages** [UNICODE] Punitive or exemplary damages

### 2.2 No Liability for Trading Losses

Fox ML Infrastructure LLC is not liable for:

- **Trading losses** [UNICODE] Any losses incurred from trading decisions made using the Software
- **Investment losses** [UNICODE] Investment losses, portfolio losses, or financial losses
- **Model performance** [UNICODE] Consequences arising from model predictions, forecasts, or outputs
- **Strategy performance** [UNICODE] Losses from trading strategies, algorithms, or automated systems
- **Market conditions** [UNICODE] Losses due to market volatility, economic conditions, or external factors

### 2.3 No Liability for Misuse

Fox ML Infrastructure LLC is not liable for:

- **Unauthorized use** [UNICODE] Use of the Software in violation of the license terms
  - **Illegal use** [UNICODE] Use of the Software for illegal purposes or in violation of applicable law
  - **Regulatory violations** [UNICODE] Violations of securities regulations, exchange rules, or financial regulations
  - **Client modifications** [UNICODE] Consequences arising from client modifications to the Software
  - **Third-party integrations** [UNICODE] Issues arising from third-party integrations or custom code
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### **3. Liability Cap**

#### **3.1 Maximum Liability**

**IN NO EVENT WILL FOX ML INFRASTRUCTURE LLC'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED:**

- **Fees paid** [UNICODE] The fees paid by Licensee to Lessor for the Software in the twelve (12) months preceding the event giving rise to the claim
- **No exceptions** [UNICODE] This cap applies regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise)
- **Cumulative limit** [UNICODE] This is a cumulative limit, not a per-incident limit

#### **3.2 Examples**

**Examples of liability cap application:**

- **Annual license fee** [UNICODE] Maximum liability is capped at the fees paid in the preceding 12 months (varies by license tier: Team \$75k, Desk \$150k[UNICODE]\$300k, Division \$350k[UNICODE]\$750k, Enterprise \$800k[UNICODE]\$2M)
  - **Multiple incidents** [UNICODE] Total liability across all incidents is capped at fees paid in preceding 12 months
  - **No carryover** [UNICODE] Liability cap resets each 12-month period
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### **4. Exclusions from Liability Cap**

#### **4.1 Exclusions (If Applicable)**

**Liability cap may not apply to (if applicable under applicable law):**

- **Willful misconduct** [UNICODE] Gross negligence or willful misconduct (if applicable)
- **Infringement** [UNICODE] Intellectual property infringement claims (subject to liability cap)
- **Indemnification** [UNICODE] Indemnification obligations (subject to liability cap)

**Note:** Applicability of exclusions depends on applicable law and jurisdiction.

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### **5. No Service Level Guarantees**

#### **5.1 No Uptime Guarantee**

**Fox ML Infrastructure LLC provides:**

- **No uptime guarantee** [UNICODE] No guarantee of availability, uptime, or service levels
- **No maintenance obligation** [UNICODE] No obligation to maintain, update, or support the Software
- **No update schedule** [UNICODE] No guaranteed update schedule or release cadence
- **No support guarantee** [UNICODE] No guarantee of support availability or response times (unless covered by separate SLA)

## 5.2 Client-Hosted Software

Since the Software is client-hosted:

- **No vendor downtime** [UNICODE] No vendor-caused downtime (Software runs on client infrastructure)
- **Client responsibility** [UNICODE] Client is responsible for infrastructure, hosting, and operations
- **No vendor liability** [UNICODE] Vendor is not liable for client infrastructure issues or downtime

See [LEGAL/SERVICE\\_LEVEL AGREEMENT.md](#) for Enterprise support SLA terms (if applicable).

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## 6. Risk Allocation

### 6.1 Licensee Assumes Risk

Licensee assumes all risk of use, including:

- **Production use** [UNICODE] Risk of using the Software in production environments
- **Trading use** [UNICODE] Risk of using the Software for trading or investment decisions
- **Financial risk** [UNICODE] Risk of financial losses, trading losses, or investment losses
- **Operational risk** [UNICODE] Risk of operational issues, downtime, or service disruption
- **Compliance risk** [UNICODE] Risk of regulatory violations or compliance issues

### 6.2 No Risk Transfer

Risk is not transferred to Licensor:

- **Licensee's risk** [UNICODE] All risk remains with Licensee
  - **No risk transfer** [UNICODE] No risk is transferred to Licensor through warranties or guarantees
  - **"AS IS" provision** [UNICODE] "AS IS" provision means Licensee accepts all risk
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## 7. Disclaimers

### 7.1 General Disclaimers

Fox ML Infrastructure LLC disclaims:

- **All warranties** [UNICODE] All express and implied warranties (to the maximum extent permitted by law)
- **All guarantees** [UNICODE] All guarantees of performance, accuracy, or outcomes
- **All representations** [UNICODE] All representations regarding the Software's capabilities or performance

### 7.2 Jurisdiction-Specific Disclaimers

In some jurisdictions:

- **Implied warranties** [UNICODE] Implied warranties may not be disclaimed (e.g., consumer protection laws)
- **Liability limitations** [UNICODE] Liability limitations may be restricted (e.g., personal injury, death)
- **Statutory rights** [UNICODE] Statutory rights may not be waived

**Licensee's rights may vary by jurisdiction. Licensee should consult with legal counsel regarding applicable law.**

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## 8. Indemnification

### 8.1 Licensee Indemnification

**Licensee agrees to indemnify Fox ML Infrastructure LLC from:**

- **Misuse** [UNICODE] Licensee's misuse, abuse, or unauthorized use of the Software
- **Violations** [UNICODE] Licensee's violation of the Agreement or applicable laws
- **Trading losses** [UNICODE] Trading losses, financial losses, or investment decisions
- **Third-party claims** [UNICODE] Third-party claims arising from Licensee's use of the Software

See **LEGAL/INDEMNIFICATION.md** for detailed indemnification obligations.

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## 9. Survival

### 9.1 Warranty and Liability Provisions Survive

**Warranty disclaimers and liability limitations survive:**

- **Termination** [UNICODE] Termination of the Agreement
- **Expiration** [UNICODE] Expiration of the Agreement
- **No time limit** [UNICODE] No time limit on warranty disclaimers or liability limitations (subject to applicable statute of limitations)

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## 10. Summary

**Key Warranty & Liability Principles:**

1. **“AS IS” provision** [UNICODE] Software provided “AS IS” without warranties
2. **No financial guarantees** [UNICODE] No guarantees of trading performance, model accuracy, or financial outcomes
3. **No indirect damages** [UNICODE] No liability for indirect, consequential, or punitive damages
4. **Liability cap** [UNICODE] Total liability capped at fees paid in preceding 12 months
5. **No service guarantees** [UNICODE] No uptime, maintenance, or support guarantees
6. **Licensee assumes risk** [UNICODE] Licensee assumes all risk of use
7. **Indemnification** [UNICODE] Licensee indemnifies Licensor from misuse and violations

This structure clearly allocates risk and protects both parties.

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## Contact

For questions about warranties or liability:

**Jennifer Lewis**

Fox ML Infrastructure LLC

Email: [jenn.lewis5789@gmail.com](mailto:jenn.lewis5789@gmail.com)

Subject: *Warranty & Liability Inquiry [UNICODE] Fox ML Infrastructure*

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## Related Documents

- COMMERCIAL\_LICENSE.md [UNICODE] Commercial license terms (Section 6: No Warranty / Limitation of Liability)
- LEGAL/CLA.md [UNICODE] Commercial License Agreement (Section 9.1: No Warranty / Limitation of Liability)
- LEGAL/INDEMNIFICATION.md [UNICODE] Indemnification obligations
- LEGAL/SERVICE\_LEVEL AGREEMENT.md [UNICODE] Service level agreement (if applicable)