

# Contents

<b>Fox ML Infrastructure – Warranty &amp; Liability Addendum</b>	<b>1</b>
1. No Warranties . . . . .	1
1.1 “AS IS” Provision . . . . .	1
1.2 No Guarantees of Financial Outcome . . . . .	2
1.3 No Guarantees of Model Correctness . . . . .	2
2. Limitation of Liability . . . . .	2
2.1 No Liability for Indirect Damages . . . . .	2
2.2 No Liability for Trading Losses . . . . .	2
2.3 No Liability for Misuse . . . . .	3
3. Liability Cap . . . . .	3
3.1 Maximum Liability . . . . .	3
3.2 Examples . . . . .	3
4. Exclusions from Liability Cap . . . . .	3
4.1 Exclusions (If Applicable) . . . . .	3
5. No Service Level Guarantees . . . . .	4
5.1 No Uptime Guarantee . . . . .	4
5.2 Client-Hosted Software . . . . .	4
6. Risk Allocation . . . . .	4
6.1 Licensee Assumes Risk . . . . .	4
6.2 No Risk Transfer . . . . .	4
7. Disclaimers . . . . .	4
7.1 General Disclaimers . . . . .	4
7.2 Jurisdiction-Specific Disclaimers . . . . .	5
8. Indemnification . . . . .	5
8.1 Licensee Indemnification . . . . .	5
9. Survival . . . . .	5
9.1 Warranty and Liability Provisions Survive . . . . .	5
10. Summary . . . . .	5
Contact . . . . .	6
Related Documents . . . . .	6

## Fox ML Infrastructure – 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** – No warranty of merchantability or fitness for a particular purpose

- **Non-infringement** – No warranty of non-infringement of third-party rights
- **Accuracy** – No warranty of accuracy, correctness, or reliability
- **Performance** – No warranty of performance, speed, or efficiency
- **Compatibility** – No warranty of compatibility with specific systems or environments
- **Error-free operation** – No warranty that the Software will be error-free or uninterrupted
- **Security** – 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** – No guarantee of profitable trading, positive returns, or investment success
- **Model accuracy** – No guarantee of model accuracy, prediction correctness, or forecast reliability
- **Financial outcomes** – No guarantee of any financial outcome, result, or performance
- **Risk management** – No guarantee of risk management, loss prevention, or downside protection
- **Market performance** – 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** – No guarantee that model predictions, forecasts, or outputs are correct
- **Feature quality** – No guarantee of feature quality, relevance, or predictive power
- **Data quality** – No guarantee of data quality, completeness, or accuracy
- **Validation results** – No guarantee that validation results will translate to production performance
- **Backtest results** – 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** – Indirect, incidental, or consequential damages
- **Lost profits** – Lost profits, lost revenue, or lost business opportunities
- **Lost data** – Lost data, corrupted data, or data loss
- **Business interruption** – Business interruption, downtime, or service disruption
- **Opportunity costs** – Opportunity costs or expected profits
- **Punitive damages** – Punitive or exemplary damages

### 2.2 No Liability for Trading Losses

**Fox ML Infrastructure LLC is not liable for:**

- **Trading losses** – Any losses incurred from trading decisions made using the Software
- **Investment losses** – Investment losses, portfolio losses, or financial losses

- **Model performance** – Consequences arising from model predictions, forecasts, or outputs
- **Strategy performance** – Losses from trading strategies, algorithms, or automated systems
- **Market conditions** – 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** – Use of the Software in violation of the license terms
  - **Illegal use** – Use of the Software for illegal purposes or in violation of applicable law
  - **Regulatory violations** – Violations of securities regulations, exchange rules, or financial regulations
  - **Client modifications** – Consequences arising from client modifications to the Software
  - **Third-party integrations** – 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** – The fees paid by Licensee to Licensor for the Software in the twelve (12) months preceding the event giving rise to the claim
- **No exceptions** – This cap applies regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise)
- **Cumulative limit** – This is a cumulative limit, not a per-incident limit

### 3.2 Examples

**Examples of liability cap application:**

- **Annual license fee** – Maximum liability is capped at the fees paid in the preceding 12 months (varies by license tier: Team \$75k, Desk \$150k-\$300k, Division \$350k-\$750k, Enterprise \$800k-\$2M)
  - **Multiple incidents** – Total liability across all incidents is capped at fees paid in preceding 12 months
  - **No carryover** – 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** – Gross negligence or willful misconduct (if applicable)
- **Infringement** – Intellectual property infringement claims (subject to liability cap)
- **Indemnification** – 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** – No guarantee of availability, uptime, or service levels
- **No maintenance obligation** – No obligation to maintain, update, or support the Software
- **No update schedule** – No guaranteed update schedule or release cadence
- **No support guarantee** – 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** – No vendor-caused downtime (Software runs on client infrastructure)
- **Client responsibility** – Client is responsible for infrastructure, hosting, and operations
- **No vendor liability** – 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** – Risk of using the Software in production environments
- **Trading use** – Risk of using the Software for trading or investment decisions
- **Financial risk** – Risk of financial losses, trading losses, or investment losses
- **Operational risk** – Risk of operational issues, downtime, or service disruption
- **Compliance risk** – Risk of regulatory violations or compliance issues

### 6.2 No Risk Transfer

**Risk is not transferred to Licensor:**

- **Licensee's risk** – All risk remains with Licensee
  - **No risk transfer** – No risk is transferred to Licensor through warranties or guarantees
  - **“AS IS” provision** – “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** – All express and implied warranties (to the maximum extent permitted by law)
- **All guarantees** – All guarantees of performance, accuracy, or outcomes
- **All representations** – All representations regarding the Software’s capabilities or performance

## 7.2 Jurisdiction-Specific Disclaimers

In some jurisdictions:

- **Implied warranties** – Implied warranties may not be disclaimed (e.g., consumer protection laws)
- **Liability limitations** – Liability limitations may be restricted (e.g., personal injury, death)
- **Statutory rights** – 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** – Licensee’s misuse, abuse, or unauthorized use of the Software
- **Violations** – Licensee’s violation of the Agreement or applicable laws
- **Trading losses** – Trading losses, financial losses, or investment decisions
- **Third-party claims** – 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** – Termination of the Agreement
- **Expiration** – Expiration of the Agreement
- **No time limit** – 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** – Software provided “AS IS” without warranties
2. **No financial guarantees** – No guarantees of trading performance, model accuracy, or financial outcomes

3. **No indirect damages** – No liability for indirect, consequential, or punitive damages
4. **Liability cap** – Total liability capped at fees paid in preceding 12 months
5. **No service guarantees** – No uptime, maintenance, or support guarantees
6. **Licensee assumes risk** – Licensee assumes all risk of use
7. **Indemnification** – 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**

Subject: *Warranty & Liability Inquiry – Fox ML Infrastructure*

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## Related Documents

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