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: $350,000** — Maximum liability is $350,000 (fees paid in preceding 12 months)
- **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.

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*

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)