

# 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.**

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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 — 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)