

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.

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: \$850,000** – Maximum liability is \$850,000 (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.

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)**.

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.

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.

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)