

Usage Agreements and General Conditions for JOpt.AAS

1. Scope

DNA Evolutions GmbH (DNA) offers web services for contractual partners (Users) only based on this user agreements and general terms and conditions. Other user agreements, general terms or general conditions are not applied even if DNA does not explicitly deny.

2. Scope of Services and Service Interferences

DNA provides web services based on the API as described by the User Document "JOpt.AAS API and Service Definition". DNA grants the User the non-exclusive, non-transferable right to call the JOpt.AAS web service and to process the web service's result to web service calls. DNA has the right to install updates and to change the API of the web service at any time.

3. Limitations

The Web Service of DNA make use of internal and external computer service providers and the internet for accepting, processing and responding to service requests and web service calls. Th User is aware that computers, computer service providers and the internet may be subject to deficiencies and interferences resulting in late responses or reduced availabilities. All users and contractual partners are herewith explicitly indicated to such eventualities which may occur at any time with any duration. Such interferences do not justify any claims for damages or warranty.

The User may only operate the web service in the way described in the User Document. The web service is not an autonomous or independently running application. It must be integrated into a third application by the User which must further process the results of the web service calls in an application specific way. In particular, it is not allowed to relay the web service access and responses via internet or intranet to further users or third parties. The User is explicitly not allowed to offer a web service identical or similar to the web service of JOpt.AAS. The User may not modify, change, extend, translate, decompile, reveal or reverse-engineer the web service, its API, or parts of it.

4. User obligations

The user is obliged to use the web service in a contractual and legal way. In case or change of the User's name, legal form, or address the User is obliged to inform DNA without any delay.

5. Interruption of Service

DNA may interrupt the web service if a significant infringement of the contractual usage of the web service is noticed, in particular if the web service is used in a non-contractual or in any illegal way. Temporary interruptions may occur if DNA resolves interferences or is processing software, hardware or service updates.

6. Disclosure

The licensee is obliged to prevent the software or any benchmark results from disclosure.

7. Disclaimer of Warranty

The web service and its results are provided ‚as is‘ without warranty of any kind. We further disclaim all warranties, express and implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose or non-infringement. In no event shall DNA be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any party, whether in an action in contract or tort, even if DNA has been advised of the possibilities of such damages. Our entire liability for damages hereunder shall in no event exceed one hundred Euros.

8. Governing Law

The validity, interpretation and performance of this agreement shall be governed by the laws of Germany. Place of jurisdiction shall be Germany.

9. Severability Clause

The User agrees that this agreement is the complete agreement for the web service, and this agreement supersedes all prior or contemporaneous agreements or representations. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effects the parties original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.