

## Terms & Conditions (API)

### **1. General**

This API Agreement (“Agreement”) governs the terms under which you (“User”) may access and use one or more of FASTENGINEERINGANALYSIS’s APIs that are made available on this website (the “API”). BY CLICKING ON THE BUTTON MARKED “Accept,” YOU AGREE TO USE THE API SOLELY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AGREE THAT YOU ARE BOUND BY AND ARE A PARTY TO THIS AGREEMENT.

### **2. License**

to User’s compliance with the terms and conditions of this Agreement, FASTENGINEERINGANALYSIS hereby grants User a limited, non-exclusive, revocable, non-sub-licensable, non-transferable license to use the API for Design & Simulation via a designated URL, subject to and in accordance with the terms and conditions herein. User shall not use the API and its output data in connection with or to promote any websites, products or services that promote or are used for the purpose of dealing in spyware, adware, or other malicious programs, spam or any offensive or illegal content. User may not (i) copy, sublicense, reverse engineer or modify the API and its output data, or (ii) use the API and its output data on behalf of any third party or (iii) make usage of the API and its output data in a way that will compete with any of FASTENGINEERINGANALYSIS’S products, including but not limited to Engineering Simulation. User’s usage of the API constitutes full agreement to this Agreement. This Agreement may be updated by FASTENGINEERINGANALYSIS at any time and will be apply retroactively to existing Users.

### **3. Registration & Fees**

User registration and account creation are free. Users activate their account to gain access to the online api and Cloud service by purchasing a time-based license from our site or one of our partners.

### **4. Payment; Cancellation**

In consideration for the use of the API & Cloud service, User shall pay to FASTENGINEERINGANALYSIS the license fee presented in the website, a fee which may be changed by FASTENGINEERINGANALYSIS from time to time, prospectively and not retroactively. The User cannot cancel a license after purchase.

### **5. Disclaimer of Warranties.**

THE API AND ANY RESULTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, FASTENGINEERINGANALYSIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING THE API AND THE RESULTS, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT. FURTHER, FASTENGINEERINGANALYSIS DISCLAIMS ANY WARRANTY THAT USER’S USE OF THE API WILL BE UNINTERRUPTED OR ERROR FREE.

## **6. Limitation of Liability**

IN NO EVENT WILL FASTENGINEERINGANALYSIS BE LIABLE TO USER OR TO ANY THIRD PARTY UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API, EVEN IF SIMILARGROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. In any event, FASTENGINEERINGANALYSIS'S aggregated liability towards any User shall be limited to the actual amount received from such User during the twelve (12) months period preceding the event causing the damage.

## **7. Indemnification**

User agrees that FASTENGINEERINGANALYSIS shall have no liability whatsoever for any use User makes of the API or any Results. User shall indemnify and hold harmless FASTENGINEERINGANALYSIS from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from User's use of the API or any Results.

## **8. Support**

FASTENGINEERINGANALYSIS'S support obligations shall be limited to ensuring that the API is generally accessible by User in the manner intended by FASTENGINEERINGANALYSIS. Any support provided by FASTENGINEERINGANALYSIS shall be subject to the terms of this Agreement.

## **9. Term; Termination**

This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if User violates any provision of this Agreement. Sections 4, 5, 6, 7, 9 and 10 and all accrued rights to payment shall survive termination.

## **10. Miscellaneous**

This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if User violates any provision of this Agreement. Sections 4, 5, 6, 7, 9 and 10 and all accrued rights to payment shall survive termination.