

# COMMERCIAL TERMS & CONDITIONS

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## 1. **APPLICABILITY**

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- 1.1. By purchasing, renewing, administering, or otherwise using a subscription to any software product made available by Tabular Editor (each, a “**Software Product**”), the customer (“**Customer**”) shall be bound by these Commercial Terms & Conditions.
- 1.2. These Commercial Terms & Conditions govern the commercial and administrative aspects of the Customer’s subscription-based license to a Software Product (the “**Software Subscription**”), whether purchased directly from Tabular Editor ApS, Sundkaj 125, 2150 Nordhavn, Denmark, Company Reg. No. DK42297550 (“**Tabular Editor**”) or through an authorised reseller.
- 1.3. These Commercial Terms & Conditions shall also apply to authorised resellers in relation to their commercial transactions with Tabular Editor, including ordering, invoicing, payment, subscription duration, renewal, and cancellation.
- 1.4. All matters relating to the installation, activation, access to, and use of a Software Product - including, without limitation, license scope, permitted use, restrictions, intellectual property rights, software features and editions, warranties and disclaimers, liability and limitations, indemnification, compliance (data protection and DORA), confidentiality, support, and any other legal or technical terms relating to the use of such Software Product - are governed exclusively by the End User License Agreement applicable to the Software Product (the “**Applicable EULA**”). Authorised resellers do not obtain any license rights to any Software Product and are not considered licensees or users under the Applicable EULA.

## 2. **THE AGREEMENT**

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- 2.1. These Commercial Terms & Conditions, together with (i) the Applicable EULA, and (ii) any applicable order form, form the complete agreement (the “**Agreement**”) between Tabular Editor and:
  - (i) the Customer purchasing and using a Software Product; and
  - (ii) where applicable, an authorised reseller purchasing Software Subscriptions for resale.
- 2.2. In the event of inconsistency, the following order of precedence shall apply:
  - (i) the order form (with respect to quantity, edition, price, subscription term, and any expressly agreed deviations from the Applicable EULA or these Commercial Terms & Conditions),
  - (ii) the Applicable EULA (with respect to rights, obligations, and all matters relating to the installation, access, and use of the Software Product),
  - (iii) these Commercial Terms & Conditions (with respect to all other commercial and administrative matters).
- 2.3. Any terms and conditions provided by the Customer or a reseller to Tabular Editor, whether included in purchase orders, acknowledgments, or other communications, shall be null and void and shall not apply to the licensing, use, or support of any Software Product, unless expressly accepted in writing by Tabular Editor.
- 2.4. The Customer shall ensure that any person acting on its behalf in connection with the Agreement has the authority to accept, amend, or terminate the Agreement.

## 3. **SUBSCRIPTIONS PURCHASED THROUGH AUTHORISED RESELLERS**

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- 3.1. When the Customer purchases the Software Subscription through an authorised reseller, all commercial and administrative matters (e.g., ordering, invoicing, payment, renewals) are handled between the Customer and the reseller.
- 3.2. Termination requests submitted by the Customer must be made to the reseller, who is responsible for carrying out the formal cancellation process with Tabular Editor.

- 3.3. The Customer’s right to use the Software Product is governed solely by the Applicable EULA. Any conflicting provisions in a reseller’s terms do not apply to the Customer’s licensing or use of that Software Product.
- 3.4. Tabular Editor is not a party to, and assumes no responsibility for, any commercial terms, commitments, promises, representations, discrepancies, or omissions made by the reseller that exceed or differ from those set out in these Commercial Terms & Conditions, the Applicable EULA, or Tabular Editor’s website.
- 3.5. Renewal reminders may be sent directly from Tabular Editor to the Customer to ensure uninterrupted service.
- 3.6. Support requests related to a Software Product shall always be submitted directly to Tabular Editor.

#### 4. ACCOUNT ADMINISTRATION

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- 4.1. Upon creation of a user profile on Tabular Editor’s website (an “**Account**”), the Customer and its authorised personnel can manage its Software Subscription(s), payment method(s), and other account settings through the Account’s self-service portal, <https://tabulareditor.com/my-account>. The Account is linked to at least one (1) email address, with the primary email address designated as the “**Account Owner**.”
- 4.2. Creation of an Account is not required to subscribe to a Software Subscription unless required under the Applicable EULA, for activation, access to, or use of the relevant Software Product, or where the Customer desires access to the self-service portal or Tabular Editor’s e-learning platform, which is accessible at no additional cost.

- 4.3. The self-service portal provides roles with specific permissions:

Roles	Permissions
Subscription Manager:	Manage Customer details, subscriptions, and invoices.
Billing Manager:	Manage payment information and view invoices.
License Manager:	Manage licenses, users, and installations.
License Viewer:	View basic license details.
License User:	View personal license keys and manage installations for these.

- 4.4. Customers with Transferable Licenses may use the self-service portal to manage user access and permissions within their Account.

#### 5. FEES AND PAYMENT

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- 5.1. The fees for the Software Subscription(s), including support and updates, are published on Tabular Editor’s website: [Pricing & Licenses](#). Fees may also be specified in an order form and/or provided by Tabular Editor in a quote. All fees are exclusive of VAT.
- 5.2. Tabular Editor’s payment terms are specified on its website, referenced in clause 5.1.
- 5.3. Any prepaid fees are non-refundable for both Customers and authorised resellers, including in the event of early termination or cancellation of Software Subscription(s).
- 5.4. If a Customer or an authorised reseller fails to terminate a Software Subscription within the applicable notice period, the respective party shall remain obligated to pay the fees for the subsequent License Term in accordance with clause 6 below (automatic renewal).
- 5.5. In the event of late payment, default interest will be added in accordance with the Danish Interest Act. This means that interest will accrue from the due date, at an annual rate of 8% in addition to the official reference rate set by the Danish central bank, applicable at the time.

- 5.6. Tabular Editor reserves the right, at its sole discretion, to continuously adjust its fees considering new functionality and updates of the Software Product. Fee adjustments will take effect at the commencement of a new License Term and upon Tabular Editor providing a thirty (30) days' prior written notice to the Customer, either via e-mail or via the self-service portal. If the Customer objects to the fee increase, the Customer has the right to terminate the Agreement at the end of the current License Term.

## 6. EFFECTIVE DATE AND AUTOMATIC RENEWAL

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- 6.1. The Agreement takes effect on the date the Software Subscription is made available to the Customer, whether by provision of a license key, enabling of access, or making the relevant Software Product available for download (the "**Effective Date**"). The Agreement will remain in effect until terminated in accordance with Clause 8 below.
- 6.2. Unless terminated by either Party, the Software Subscription will automatically be renewed for an additional License Term of the same length as the initial License Term, ensuring continuous service.
- 6.3. Tabular Editor will issue renewal reminders to the Account Owner via email thirty (30) days and five (5) days prior to the renewal date for yearly subscriptions and five (5) days prior to the renewal date for monthly subscriptions.
- 6.4. The Customer may disable the automatic renewal of its Software Subscription(s) through the self-service portal or, alternatively, by written notice to Tabular Editor.

## 7. CHANGES TO SOFTWARE SUBSCRIPTIONS DURING THE LICENSE TERM

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- 7.1. Any additional seats, licenses or Software Subscriptions that the Customer or authorised reseller subscribes to during an active License Term shall be handled as follows:
- (i) **additional seats or licenses** added to an existing Software Subscription shall be aligned with the existing License Term, and the Customer will be charged an additional fee calculated on a pro rata basis for the remainder of the active License Term.
  - (ii) **additional Software Subscriptions** shall be established as separate Software Subscriptions with their own independent License Terms.
- 7.2. Volume discounts for Enterprise Edition Customers may only be granted when all Software Subscriptions, including any additional seats, licenses and additional Software Subscriptions are aligned under a single License Term, as outlined in clause 7.1 above.
- 7.3. The fees for any additional seats, licences or Software Subscriptions shall be as listed on Tabular Editor's website at the time of subscription unless otherwise agreed in writing between the Parties.
- 7.4. During an active License Term, an existing Software Subscription may be upgraded to a higher edition of the Software Product. The additional fee for such upgrade shall be calculated on a pro rata basis for the remainder of the current License Term, based on the difference between the fees for the existing Software Subscription and the upgraded Software Subscription.
- 7.5. Software Subscription downgrades are not permitted during an active License Term unless otherwise agreed with Tabular Editor's sales support team.

## 8. TERMINATION

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- 8.1. The Software Subscription may be terminated for convenience with one (1) day's written notice. Termination takes effect at the end of the applicable License Term.
- (i) For Software Subscriptions purchased directly from Tabular Editor, the Customer and authorised resellers may terminate the Software Subscription via the Account (in the self-service portal) or by contacting Tabular Editor's sales support team in writing.
  - (ii) For Software Subscriptions purchased through an authorised reseller, the Customer must submit its termination request to the reseller, who is responsible for completing the termination with Tabular Editor.
- 8.2. Tabular Editor may terminate the Agreement for convenience with three (3) months prior written notice to the end of a License Term.
- 8.3. In the event of a Party's material or repeated breach of its obligations under the Agreement, the other Party may terminate the Agreement with immediate effect if the Party in breach has not remedied the breach within ten (10) business days of receipt of the other Party's written request to do so. It is understood by the Parties that non-fulfilment of the payment obligations is considered a material breach of the Agreement.
- 8.4. Upon termination of the Agreement, the Customer will retain access to the Software Subscription until the end of the current License Term, at which point the Software Subscription will expire.
- 8.5. Termination or expiry of the Agreement shall not affect any rights or obligations which, by their nature or express terms, are intended to survive. This includes, without limitation, provisions relating to (i) intellectual property rights and restrictions on use of the Software Product, (ii) confidentiality, (iii) data protection, (iv) warranties and disclaimers, (v) limitations of liability and indemnification, (vi) governing law and dispute resolution, and (vii) any other provisions which expressly or by their nature are intended to survive termination or expiry.

## 9. INSURANCE

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- 9.1. Tabular Editor maintains insurance coverage appropriate to the nature and scope of its business and consistent with industry practice in Denmark. Such coverage includes:
- (i) a mandatory Danish Workers' Compensation Insurance (in Danish "arbejdsskade-forsikring") providing statutory compensation, without monetary limitation, for injuries and occupational diseases suffered by Tabular Editor ApS' employees in connection with their work, in accordance with the Danish Workers' Compensation Act.  
  
The insurance applies to work performed in Denmark and, subject to applicable Danish social security and workers' compensation rules, also to work performed outside Denmark, such as temporary assignments, business travel or remote work carried out as part of the employment, and;
  - (ii) a Combined Liability & Cyber Insurance programme consisting of a primary policy issued by CNA Insurance Company (Europe) S.A., supplemented by excess coverage, providing coverage for Tabular Editor's legal liability towards customers and other third parties, including:
    - **Public and Products Liability** coverage, for bodily injury and property damage caused to third parties,
    - **Professional Liability** (Errors & Omissions), arising from the provision of software, technology and IT services;
    - **Cyber insurance**, covering both first-party losses (including incident response, remediation and business interruption) and third-party cyber liability (including data protection and privacy claims).
    - Primary policy limit: **EUR 6,700,000** per Loss
    - Excess coverage: additional **EUR 5,000,000**

9.2. Together, the above insurance policies provide protection equivalent to *Employers' Liability Insurance*, as commonly required in other jurisdictions.

9.3. Upon the Customer's request, Tabular Editor shall provide documentation evidencing that such insurance is in place.

## **10. MARKETING**

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10.1. During the term of the Agreement, Tabular Editor is entitled to include the Customer's name and/or logo on its reference list, which is available on Tabular Editor's website. Any other use of the Customer's name and/or logo requires prior written consent from the Customer.

## **11. ASSIGNMENT OF RIGHTS & OBLIGATIONS**

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11.1. Neither Party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, provided, however, that either Party may assign this Agreement and its rights and obligations hereunder without the other Party's consent

- (i) to an Affiliated Company; or
- (ii) in connection with the transfer or sale of all or substantially all of the business of the Party to which this Agreement relates to a third party, whether by merger, business combination, change in control, sale of stock, sale of assets, or otherwise.

11.2. The assigning Party shall remain liable for any past liabilities incurred before the assignment or transfer. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Any assignment not in accordance with this Agreement shall be void.

## **12. SEVERABILITY**

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12.1. Should any clause in the Agreement become invalid, illegal, or unenforceable, then it shall not affect the validity of the remaining clauses. In such case, the Parties shall be entitled to request that a valid and practicable clause be negotiated that fulfils the purpose of the original clause.

## **13. AMENDMENTS**

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13.1. Tabular Editor reserves the right to amend the Applicable EULA or these Commercial Terms & Conditions from time to time.

13.2. Tabular Editor will provide the Customer with one (1) month prior written notice of any material amendments that materially affect the Customer's rights or obligations under the Agreement. If the Customer cannot agree to the material amendments made by Tabular Editor, the Customer shall be entitled to terminate the Agreement by written notice to Tabular Editor before expiry of the notice period.

13.3. The Customer must, without undue delay, inform Tabular Editor in writing of any changes made to the Customer's company's name or company registration number.

## **14. GOVERNING LAW & DISPUTE RESOLUTION**

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14.1. The Agreement is governed by and construed in accordance with the laws of the country in which the defendant has its registered office.

- 14.2. To the extent possible, the Parties shall attempt to resolve any dispute arising out of or in connection with the Agreement amicably through negotiations.
- 14.3. Any dispute that cannot be resolved amicably shall be brought before the competent courts of the country in which the defendant has its registered office.