Tabular Editor

END USER LICENSE AGREEMENT

TABULAR EDITOR CLI

LIMITED PUBLIC PREVIEW

1. APPLICABILITY 2
2. THE SOFTWARE 2
3. THE AGREEMENT 2
4. GRANT OF LICENSE 3
5. SOFTWARE UPDATES & SUPPORT 3
6. WARRANTIES AND DISCLAIMERS 3
7. LIABILITY AND LIMITATIONS 4
8. INDEMNIFICATION 4
9. DATA PROTECTION 4
10. DORA 5
11. INTELLECTUAL PROPERTY RIGHTS 5
12. CONFIDENTIALITY 5
13. FORCE MAJEURE 6
14. GOVERNING LAW & DISPUTE RESOLUTION 6

1. APPLICABILITY

1.1. By accessing, or using the Software, the customer ("**Customer**") agrees to be bound by this End User License Agreement (the "**EULA**") entered into with Tabular Editor ApS, Sundkaj 125, 2150 Nordhavn, Denmark, Company Reg. No. DK42297550 ("**Tabular Editor**").

1.2. This EULA governs all legal rights and obligations relating to the access to, and use of the Software, including, without limitation, license scope, permitted use, restrictions, intellectual property rights, warranties and disclaimers, liability and limitations, indemnification, compliance (data protection and DORA), confidentiality, and any other legal or technical terms relating to the use of the Software.

1.3. This EULA applies only between Tabular Editor and the Customer as licensee of the Software. Authorized resellers are not parties to this EULA, do not obtain any license rights to the Software, and are not considered licensees or users under this EULA.

1.4. Capitalized terms used but not defined in this EULA shall have the meanings given to them in Tabular Editor's Commercial Terms & Conditions.

2. THE SOFTWARE

2.1. For the purposes of this EULA, the "**Software**" means Tabular Editor CLI, a cross-platform command-line application provided by Tabular Editor. The Software is designed to offer functionality comparable to Tabular Editor 3, but as a cross-platform command-line application that runs entirely in a text-based terminal environment. Further information about the Software is available on tabulareditor.com.

2.2. The Software is made available as a "**Limited Public Preview"**, meaning that it is released on a pre-general-availability basis for early access, evaluation, and testing. As a Limited Public Preview, the Software is still under active development and may contain errors, defects, or incomplete functionality. The Limited Public Preview starts when the Software is first made available by Tabular Editor and ends on **31 December 2026**, unless extended or terminated earlier by Tabular Editor.

2.3. During the Limited Public Preview, no license fee, license key, or product activation is required for the Customer's access to or use of the Software. Access to the Software requires only that the Customer create an Account in accordance with Tabular Editor's Commercial Terms & Conditions and download the Software.

2.4. After expiry of the Limited Public Preview, the Customer must obtain a valid license from Tabular Editor in order to continue using the Software. Any use of the Software after expiry of the Limited Public Preview without a valid license is prohibited. The Customer must not circumvent or attempt to circumvent any technical or time-based limitation applicable to the Software, including by changing system date or time settings or by otherwise attempting to use the Software after such expiry. Any such circumvention or attempted circumvention constitutes a material breach of this EULA.

THE AGREEMENT

3.1. This EULA, together with any applicable order form and Tabular Editor's Commercial Terms & Conditions, forms the agreement governing the Customer's access to, and use of the Software (the "**Agreement**").

3.2. Clauses in the Commercial Terms & Conditions relating to fees and payment, automatic renewal, additional Software Subscriptions, downgrading, and termination rights or consequences applicable only to paid Software Subscriptions shall not apply to the Software under this EULA.

3.3. In the event of any inconsistency between this EULA, the Commercial Terms & Conditions, and any applicable order form, the order of precedence specified in the Commercial Terms & Conditions shall apply. For the avoidance of doubt, the EULA shall prevail on all matters relating to the installation, access to, and use of the Software.

3.4. Any terms and conditions provided by the Customer 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 the Software, unless expressly accepted in writing by Tabular Editor.

3.5. 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.

4. GRANT OF LICENSE

4.1. The Customer is granted a limited, worldwide, non-exclusive, revocable, non-transferable, and non-sublicensable right to access and use the Software during the Limited Public Preview.

4.2. The license rights granted under this EULA apply to the Customer and may also be exercised by the Customer's Affiliated Companies, defined as any entity that (i) directly or indirectly controls the Customer, (ii) is controlled by the Customer, or (iii) is under common control with the Customer ("**Affiliated Companies**"). The Customer remains fully responsible for ensuring that all Affiliated Companies comply with this EULA.

5. SOFTWARE UPDATES & SUPPORT

5.1. Tabular Editor will continuously update the Software and reserves the right, at its own discretion, to remove, change and add new functionality or features during the Limited Public Preview..

5.2. Tabular Editor may make available new releases, fixes, patches, or workarounds for the Software, but has no obligation to do so during the Limited Public Preview.

5.3. The Customer shall not be obligated to install new versions/updates of the Software.

5.4. During the Limited Public Preview, Tabular Editor may introduce changes to the Software at any time without prior notice. Changes that may materially affect existing commands, parameters, outputs, integrations, scripts, workflows, or compatibility will be announced through the GitHub page designated by Tabular Editor for Tabular Editor CLI.

5.5. Tabular Editor will not provide support services for the Software during the Limited Public Preview, and no service levels, response times, resolution times, availability commitments, or other service level commitments apply. Tabular Editor may provide community-based or best-effort assistance at its sole discretion but has no obligation to do so.

5.6. Any feedback, issues, bug reports, suggestions, or other communications concerning the Software must be submitted through the GitHub issues page designated by Tabular Editor for Tabular Editor CLI: https://github.com/TabularEditor/CLI

6. WARRANTIES AND DISCLAIMERS

6.1. The Software is provided as part of a Limited Public Preview on an "as is" basis for early access, evaluation, and testing only. The Software is not intended for use in production environments, and the Customer acknowledges that the Software may contain errors, defects, security vulnerabilities, incomplete functionality, interruptions, inaccuracies, or other issues.

6.2. To the maximum extent permitted by applicable law, Tabular Editor disclaims all warranties, representations, conditions, and guarantees, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, accuracy, compatibility, performance, and compliance with documentation.

7. LIABILITY AND LIMITATIONS

7.1. If the Agreement is terminated as a consequence of a Party's material or repeated breach, the other Party may claim damages in accordance with the general rules of Danish law, subject to the limitations set forth in this Clause 7.

7.2. Except for liability caused by fraud, gross negligence, wilful misconduct, and the indemnity obligations in Clause 8, each Party's aggregate liability shall not exceed the greater of (i) the total fees paid by the Customer over the twelve (12) months immediately preceding the event giving rise to the claim or (ii) USD 5.00.

7.3. The Parties are in no event liable for any indirect or consequential loss or similar damage, including but not limited to loss of production, operating loss, loss of profits, loss of goodwill, expected earnings, loss of data, or expenses for remedial action of damage to or errors in data caused by, arising from, associated with or attributable to the activities or obligations of the Parties under the Agreement.

7.4. If the Customer uses, or permits any third party to use, the Software together with or through any artificial intelligence system, agent, assistant, automation, or other autonomous or semi-autonomous tool ("AI Agent"), such use shall be at the Customer's sole risk. Tabular Editor shall have no liability for any act, omission, error, modification, deletion, execution, decision, output, or other consequence caused by or arising from the use of the Software by or through any AI Agent.

8. INDEMNIFICATION

8.1. Tabular Editor agrees to indemnify the Customer against final damages awarded by a competent court or agreed in a settlement approved by Tabular Editor, arising from a third-party claim that the Software, as provided by Tabular Editor and used by the Customer in accordance with this EULA during the Limited Public Preview, infringes such third party's intellectual property rights, except to the extent such claim arises from modifications to the Software made by or on behalf of the Customer, or from the combination of the Software with software, data, systems, or materials provided by or on behalf of the Customer.

8.2. The Customer agrees to indemnify Tabular Editor from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs, and other legal expenses to the extent caused by any negligent, wrongful, or unlawful act or omission of the Customer in connection with the use of the Software, including any use of the Software in breach of this EULA or in a production environment.

8.3. Each Party agrees to promptly notify the other Party of any claim for indemnification and to provide reasonable cooperation in the defense of such claim. The indemnifying Party shall have control of the defense and settlement of the claim, provided that it may not settle any claim in a manner that admits liability on behalf of the indemnified Party or imposes non-monetary obligations on the indemnified Party without its prior written consent.

9. DATA PROTECTION

9.1. Each Party shall, at all times, comply with its obligations under applicable data protection legislation applicable to it, including Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation - GDPR").

9.2. In the delivery of its services, Tabular Editor processes only the personal data strictly necessary to fulfill its contractual obligations and pursue legitimate business purposes, cf. Article 6(1)(b) and 6(1)(f) of the GDPR. Specifically, this includes the collection and processing of the user's full name and email address, which are used for login authentication, license administration, billing, and related account management purposes (the "Purpose").

9.3. By determining both the Purpose and the means of processing the Customer's personal data outlined in Clause 9.2, Tabular Editor acts solely as a data controller in accordance with Article 4(7) of the GDPR.

9.4. Tabular Editor processes personal data in accordance with its privacy policy.

9.5. As a data controller, Tabular Editor is obligated to ensure that the collected and processed personal data is adequate, accurate, and necessary for the Purpose and that personal data only is retained for as long as needed. Additionally, Tabular Editor is committed to upholding data subject rights, such as access, rectification, and erasure, and has implemented the necessary technical and organizational security measures to ensure that personal data is (i) protected from accidental or unlawful destruction, loss, or alteration, (ii) not shared with unauthorized third parties, (iii) processed appropriately, and (iv) handled in full compliance with applicable data protection laws. In the event of a data breach, Tabular Editor is equipped to detect, prevent, and report breaches, including notifying relevant authorities and affected individuals where required. Additionally, all employees and contractors are trained in data protection practices, and any third-party data processing is governed by agreements that ensure compliance with legal standards.

9.6. The Customer acknowledges, that Tabular Editor will not be processing personal data on behalf of the Customer (as a data processor) in connection with the delivery of its services, thus a data processing agreement, as defined under Article 28(3) of the GDPR, is not required between Tabular Editor and its Customers.

10. DORA

10.1. If the Customer, in its capacity as a financial entity, determines its use of the Software to fall within the scope of Regulation (EU) 2022/2554 ("**DORA**"), and requires separate contractual regulation, the Customer may request a DORA addendum, which Tabular Editor will provide without undue delay.

10.2. Unless otherwise expressly agreed in such DORA addendum, the Parties agree that the Software and any related activities provided under this Agreement are not intended to support "critical or important functions" and that Tabular Editor has not been designated as a "critical ICT third-party service provider" under DORA.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Tabular Editor owns and will maintain all intellectual property rights and title to the Software and all copies thereof, except certain parts which are open-source software and which have been licensed by third parties in accordance with the applicable open-source licenses.

11.2. The Agreement does not grant, nor does it imply, any transfer of intellectual property rights associated with the Software to the Customer. All rights, including but not limited to those related to the Software, user manuals, documentation, training materials, trademarks, logos, service marks, additional features, and any other intellectual property generated by Tabular Editor, whether independently or in collaboration with the Customer, shall remain exclusively with Tabular Editor.

11.3. The Customer is prohibited from adapting, reverse engineering, decompiling, disassembling, modifying the Software, or creating derivative works of the Software, in whole or in part.

12. CONFIDENTIALITY

12.1. Given the nature of the services provided by Tabular Editor in connection with the Agreement, the exchange of confidential information between the Parties is **not** customary. However, the following confidentiality terms are included to govern any potential exchange of confidential information in connection with the Agreement.

12.2. Non-public information exchanged between the Parties in connection with the Agreement, which is explicitly marked or otherwise identified in writing as "confidential" at the time of disclosure or where it is clearly evident from the circumstances that such information must be treated as confidential information ("**Confidential Information**"), shall be treated as confidential by each Party.

12.3. Each Party agrees to use the same standard of care in preventing the disclosure of Confidential Information as it uses for its own most confidential information. Each Party further agrees not to cause, authorize, or permit the disclosing Party's Confidential Information to be disclosed or used by any person or entity other than authorized employees of the receiving Party on a need-to-know basis and to the extent necessary to perform its obligations under the Agreement.

12.4. In the event that a Party is required to disclose Confidential Information as part of legal proceedings or in order to comply with applicable laws or regulations, it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the disclosing Party thereof and comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

13. FORCE MAJEURE

13.1. Neither Party is liable for any breach of the Agreement that occurs as a result of exceptional circumstances over which a Party has no control and neither reasonably could nor should have anticipated, avoided, or overcome, including but not limited to epidemics and pandemics, terrorism, war, natural disasters, strikes/lockouts, declarations of governments, restrictions with respect to use of power and/or communication lines, including power blackout and breakdown of communication lines ("**Force Majeure**").

13.2. The Party affected by Force Majeure must, as soon as possible, but no later than ten (10) days after the Force Majeure event has occurred, notify the other Party. Such notice must contain (i) information about the character of the Force Majeure, (ii) information pertaining to the expected consequences of such Force Majeure, and (iii) an estimated time frame for the Party's resumption of its obligations under the Agreement.

14. GOVERNING LAW & DISPUTE RESOLUTION

14.1. The governing law and dispute resolution provisions set out in Tabular Editor's Commercial Terms & Conditions shall apply equally to this EULA.