

END USER LICENSE AGREEMENT

TABULAR EDITOR 3

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1. **APPLICABILITY**

- 1.1. By installing, 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 installation, activation, access to, and use of the Software - 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 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. Where the Customer purchases a Software Subscription through an authorized reseller, the Customer’s right to install, access, and use the Software remains governed solely by this EULA. Any conflicting provisions in the reseller’s terms concerning license scope, permitted use, restrictions, intellectual property, warranties, remedies, service levels, or liability in relation to the Software or to Tabular Editor does not apply.
- 1.5. 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 3, which is an editor for Analysis Services Tabular and Microsoft Power BI & Fabric XMLA Semantic Models. The Software is described further on tabulareditor.com.
- 2.2. Documentation related to the Software, including feature descriptions, user guidance, license activation instructions, and best practice recommendations, is available online and can be freely accessed by the Customer at <https://docs.tabulareditor.com>.
- 2.3. The Software is made available to the Customer through a subscription-based license (the “**Software Subscription**”). The duration of the Software Subscription is based on either a monthly or annual commitment (the “**License Term**”), as determined by the Customer at the time of subscribing.

3. **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. All commercial and administrative matters relating to the Software Subscription, including, without limitation, ordering, pricing, invoicing, payment, subscription term, automatic renewal, termination for convenience or breach, upgrades, downgrades, account administration, and any other commercial or subscription-related processes, are governed exclusively by Tabular Editor’s Commercial Terms & Conditions.
- 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, this 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 License Term.

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.

4.3. Notwithstanding Clause 4.2 above, all license rights are subject to the applicable license model as set out in Clause 6 below. Concurrent user licenses may only be used by users included on the approved user email list, and site licenses or similar non-user-specific licenses may only be used by the Customer and its employees, unless the order form expressly includes Affiliated Companies or other third parties

5. INSTALLATION AND ACTIVATION








5.1. The Customer may install the Software locally on its devices during the License Term.

5.2. To activate the Software, the user must enter a license key provided by Tabular Editor, which will be uniquely associated with the user’s email address. The license key will be issued to the Customer upon completion of the ordering process, regardless of the chosen payment method.

6. LICENSING EDITIONS AND FEATURES

FEATURES	LICENSING EDITIONS ¹			
	Desktop edition	Business Edition	Consultancy Edition	Enterprise Edition
<p>NON-TRANSFERABLE LICENSE</p> <p>Personal and non-transferable license. i.e. once activated, a license key may only be used by that specific user.</p>	✓	✓		
<p>CONCURRENT USERS LICENSE</p> <p>This personal license allows any approved user to access the Software on a time-limited, first-come, first-served basis. The Account Owner must provide Tabular Editor with an updated list of approved user email addresses.</p> <p>Users must enter a license key and their email address upon first launch. The validity of both is checked at submission and each time the Software is launched. Once verified, a seat is reserved for 12 hours unless all purchased seats are occupied.</p> <p>If all seats are occupied, the user must wait until a seat is available. The number of concurrent users is limited to the number of licenses purchased.</p> <p>If the reservation is not renewed after 12 hours, access expires, and the seat is freed.</p>			✓	

¹ The main difference between the various editions of Tabular Editor 3, is which types of tabular data modeling scenarios they support: <https://docs.tabulareditor.com/te3/editions.html>

<p>TRANSFERABLE LICENSE</p> <p>This license is personal, but each seat under the license may be transferred between different users by and at the discretion of the Account Owner. This means that once a seat has been activated by a user, that seat may only be used by that specific user until transferred by the Account Owner to a different user.</p> <p>User transfers can be facilitated by the Customer via Tabular Editor's self-service portal, with transfers permitted once a user has been assigned to the license for thirty (30) days.</p>				
<p>COMMUNITY SUPPORT</p> <p>Support is provided to the Customer through a community forum hosted on GitHub: https://github.com/TabularEditor/TabularEditor3</p> <p>Participation in the forum requires a GitHub account. This platform enables users to interact, share knowledge, and exchange best practices with other users.</p>				
<p>DEDICATED SUPPORT</p> <p>1:1 support via email: support@tabulareditor.com of the most recent version of the Software in relation to bugs and defects, on a best effort basis. Tabular Editor will respond to all support e-mails as soon as reasonably possible.</p> <p>Customers who have acquired Desktop, Business and Consultancy licenses may request Dedicated Support on an ad-hoc basis, with pricing agreed upon with Tabular Editor at the time of the request.</p>				
<p>DAX OPTIMIZER</p> <p>Upon full payment of the Software Subscription, the Customer will be granted access to DAX Optimizer, cf. https://link.te3.com/daxo-offer.</p> <p>DAX Optimizer is a software-as-a-service solution provided by Tabular Tools Corp and designed to analyze and optimize data models, enhancing performance by identifying and addressing resource-intensive calculations, as described on their website: https://www.daxoptimizer.com/.</p> <p>To access DAX Optimizer (which is optional for the Customer), each user must: (i) create an account via Tabular Tools website, (ii) agree to Tabular Tools' terms and conditions, (iii) obtain a DAX Optimizer redemption code through the Tabular Editor 3 software, or by reaching out to support@tabulareditor.com. Access to DAX Optimizer will be available to the Customer for the duration of the License Term.</p>				
<p>NUMBER OF INSTALLATIONS</p> <p>Each user may have the specified number of Software installations active at any time. Typically, each installation corresponds to a Windows PC or Virtual Machine on which the Software is installed and activated by the user. If multiple users share the same machine, they will have to separately activate the Software on each of their Windows user accounts which still counts towards the number of installations limit for each user.</p> <p>Users can view and deactivate their installations through the self-service portal, https://tabulareditor.com/my-account.</p>	2	2	3	3

7. TRIAL LICENSE

- 7.1. A user may request a trial license (“**Trial License**”), which will let them use and evaluate the Software for thirty (30) days at no cost and with no requirement to provide credit card details or personal details, other than a valid e-mail address. The e-mail address is used for verification, activation, administration of the Trial License, and other service-related communications concerning the user’s trial access.
- 7.2. The Trial License is functionally identical to an Enterprise Edition license, with the exception that Tabular Editor does not provide dedicated support for Trial Licenses, nor does a Trial License provide DAX Optimizer access.

8. AI ASSISTANT

- 8.1. The Software includes an optional AI Assistant, which provides an in-app, chat-based interface designed to support the Customer in building and optimizing semantic models. The AI Assistant functions solely as an integration tool, as it relies entirely on an artificial intelligence system chosen, configured, and accessed by the Customer (an “**AI System**”). If the Customer does not configure access to an AI System by supplying its own API key, the AI Assistant cannot be used.
- 8.2. Tabular Editor does not supply, develop, host, operate, or control any AI System used through the AI Assistant. Tabular Editor only provides system prompts and relevant context to guide the external AI System.
- 8.3. The Customer may disable the AI Assistant at any time, in order to comply with internal organizational restrictions on the use of AI. Tabular Editor will provide assistance upon request.
- 8.4. All prompts, instructions, and other data submitted by the user to the AI Assistant, as well as all output generated by the Customer’s AI System are transmitted exclusively between the Customer and the Customer’s chosen AI System. Tabular Editor does not receive, access, store, or process any prompts, inputs, or AI-generated output submitted through the AI Assistant, except for anonymised telemetry limited to (i) the number of prompts submitted and (ii) the AI provider used. Accordingly, Tabular Editor does not process prompts, inputs, or AI-generated output on behalf of the Customer in connection with the AI Assistant and does not act as a processor in respect of such content.
- 8.5. For the avoidance of doubt, the AI Assistant is not an AI system under Regulation (EU) 2024/1689 (“**AI Act**”). All AI functionality in the Software relies exclusively on an AI System selected and configured by the Customer. Accordingly, Tabular Editor does not act as an “AI provider”, “AI deployer”, “importer”, “distributor”, or any other regulated role under the AI Act in relation to the Customer’s use of the AI Assistant.
- 8.6. The Customer acknowledges that AI-generated content may be inaccurate, incomplete, or misleading, and that actions performed through the AI Assistant may not always produce the intended result.
- 8.7. The Customer bears full and exclusive responsibility for all data, prompts, inputs, and AI-generated output submitted or generated through the AI Assistant. This responsibility includes ensuring that:
- (i) all data, prompts, instructions, and other inputs comply with applicable law, internal policies, and any organizational restrictions on AI use,
 - (ii) no confidential, sensitive, or regulated data is submitted unless lawfully permitted and appropriately safeguarded,
 - (iii) all AI-generated output is reviewed, validated, and assessed for accuracy, suitability, and legal compliance before any use,
 - (iv) AI-generated output is not used in a manner that violates applicable law, infringes third-party rights, or otherwise causes harm, and
 - (v) the Customer’s selected AI System is used in accordance with applicable law, internal policies, and the Customer’s contractual arrangements with its AI provider.

- 8.8. Tabular Editor assumes no responsibility or liability for the performance, availability, accuracy, completeness, security, or regulatory compliance of any third-party AI system used by the Customer. Tabular Editor is likewise not liable for any loss, damage, or consequence arising from:
- (i) AI-generated content,
 - (ii) actions performed by the AI Assistant at the user's instruction,
 - (iii) the Customer's configuration, integration, or misuse of AI functionality, or
 - (iv) any data transmitted by the Customer to third-party AI providers.
- 8.9. Tabular Editor's general limitation of liability under this Agreement applies fully to the AI Assistant and all AI-related functionality.

9. SOFTWARE UPDATES & SUPPORT

- 9.1. Tabular Editor will continuously update the Software and reserves the right, at its own discretion, to remove, change and add new functionality or features (for existing or new license editions) whenever it is deemed necessary in order to stay innovative, competitive, and compliant.
- 9.2. Tabular Editor will make available to the Customer all new releases, fixes, patches, or workarounds for the Software that Tabular Editor decides to release. Tabular Editor reserves the right to market and charge the Customer for any add-ons that introduce additional functionality to the Software.
- 9.3. The Customer shall not be obligated to install new versions/updates of the Software. However, support to the Customer will only be provided by Tabular Editor for the latest version of the Software.
- 9.4. Tabular Editor shall be obliged to notify the Customer thirty (30) days prior to removing or changing any significant functionality or feature unless such action is needed to handle any serious security issue or if required by law. The notification will be sent by e-mail to the License Manager as well as any users assigned to the license.
- 9.5. The level of support provided by Tabular Editor depends on the specific license edition to which the Customer has subscribed, as further detailed in Clause 6 above.
- 9.6. All support services and support communications provided by Tabular Editor shall be in English only. Tabular Editor may, at its sole discretion, use translation tools or communicate in other languages, but shall have no obligation to do so.

10. WARRANTIES AND DISCLAIMERS

- 10.1. Tabular Editor warrants that the Software will operate substantially in accordance with the accompanying documentation and that the Software is free from viruses and malicious code.
- 10.2. Except as expressly set out in Clause 10.1, all other warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. Further, the Customer acknowledges that the Software may not be entirely free of errors or interruptions.

11. LIABILITY AND LIMITATIONS

- 11.1. 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 11.

- 11.2. Except for liability caused by fraud, gross negligence, willful misconduct, and the indemnity obligations in Clause 12, 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.
- 11.3. 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.
- 11.4. 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.

12. INDEMNIFICATION

- 12.1. Tabular Editor agrees to indemnify and hold harmless the Customer, its Affiliated Companies, and their respective officers, directors, employees, and agents from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs, and other legal expenses, insurance deductibles, and all other expenses ("**Losses**") arising out of or related to any claim, suit, action, proceeding, or demand brought by a third party or regulatory authority against the Customer in connection with any infringement or violation of a third party's intellectual property rights by the Software or any associated support services provided by Tabular Editor.
- 12.2. The Customer agrees to indemnify and hold harmless Tabular Editor, its Affiliated Companies, and their respective officers, directors, employees, and agents from and against all Losses to the extent caused by any negligent, wrongful, or unlawful act or omission of the Customer in connection with the use of the Software or any associated support services.
- 12.3. Each Party agrees to promptly notify the other Party of any claim for indemnification.

13. DATA PROTECTION

- 13.1. 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").
- 13.2. 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, support, and related account management purposes (the "**Purpose**").
- 13.3. By determining both the Purpose and the means of processing the Customer's personal data outlined in Clause 13.2, Tabular Editor acts solely as a data controller in accordance with Article 4(7) of the GDPR.
- 13.4. Tabular Editor processes personal data in accordance with its [privacy policy](#).

- 13.5. 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.
- 13.6. 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.

14. DORA

- 14.1. 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.
- 14.2. Unless otherwise expressly agreed in such DORA addendum, the Parties agree that the services 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.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

16. CONFIDENTIALITY

- 16.1. 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.
- 16.2. 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.

- 16.3. 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.
- 16.4. 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.

17. FORCE MAJEURE

- 17.1. 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**").
- 17.2. 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.

18. GOVERNING LAW & DISPUTE RESOLUTION

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