

# LICENSE TERMS & CONDITIONS

1.	APPLICABILITY .....	2
2.	THE AGREEMENT .....	2
3.	TABULAR EDITOR'S SERVICES .....	2
4.	GRANT OF LICENSE .....	2
5.	INSTALLATION AND ACTIVATION .....	3
6.	LICENSING EDITIONS AND FEATURES .....	3
7.	ACCOUNT .....	5
8.	SOFTWARE UPDATES .....	5
9.	FEES AND PAYMENT TERMS .....	6
10.	EFFECTIVE DATE AND AUTOMATIC RENEWAL .....	6
11.	ADDITIONAL SOFTWARE SUBSCRIPTIONS AND DOWNGRADING .....	6
12.	TERMINATION .....	7
13.	WARRANTIES AND DISCLAIMERS .....	7
14.	LIABILITY AND LIMITATIONS .....	7
15.	INDEMNIFICATION .....	8
16.	DATA PROTECTION .....	8
17.	INTELLECTUAL PROPERTY RIGHTS .....	9
18.	CONFIDENTIALITY .....	9
19.	FORCE MAJEURE .....	9
20.	BREACH .....	10
21.	RESELLER-ACQUIRED SUBSCRIPTIONS .....	10
22.	ASSIGNMENT OF RIGHTS & OBLIGATIONS .....	10
23.	SEVERABILITY .....	11
24.	AMENDMENTS .....	11
25.	GOVERNING LAW & DISPUTE RESOLUTION .....	11

## 1. **APPLICABILITY**

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- 1.1. By subscribing to, receiving or using Tabular Editor's services, the customer agrees to be bound by these License Terms & Conditions, as well as any specific terms which may be specified in an order confirmation or otherwise agreed between the Parties in writing.
- 1.2. Any terms and conditions provided by the customer, whether included in purchase orders, acknowledgments, or other communications, shall be considered null and void and will not apply to the licensing and support of the Software.

## 2. **THE AGREEMENT**

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- 2.1. The order confirmation along with these License Terms & Conditions, form the complete agreement between the Parties (the "**Agreement**").
- 2.2. The Agreement is entered into between Tabular Editor ApS, Sundkaj 125, 2150 Nordhavn, Denmark, Company Reg. No. DK42297550, and the customer upon the customer's subscription. Tabular Editor and the customer will each be referred to individually as a "**Party**" and collectively as the "**Parties**".
- 2.3. In the event of discrepancies between the wording of these License Terms & Conditions and the wording of an order confirmation, the order confirmation shall prevail.
- 2.4. It is the customer's responsibility to ensure, that persons who, on behalf of the customer, sign, amend or terminate the Agreement, have the authority to do so.

## 3. **TABULAR EDITOR'S SERVICES**

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- 3.1. Tabular Editor provides the software program: Tabular Editor 3, which is an editor for Analysis Services Tabular and Microsoft Power BI & Fabric XMLA Semantic Models (the "**Software**"). The Software is described further on Tabular Editors website: [tabulareditor.com](https://tabulareditor.com).
- 3.2. 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>.
- 3.3. 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.
- 3.4. 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 below.
- 3.5. Tabular Editor regularly updates the Software to improve functionality and ensure optimal performance, as further detailed in clause 8 below.

## 4. **GRANT OF LICENSE**

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- 4.1. Unless otherwise specified in these License Terms & Conditions, 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 rights granted under the Agreement are limited to the customer and do not extend to any affiliated company, meaning any entity that is a direct or indirect parent or subsidiary of such Party, or that directly, or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party (“**Affiliated Company**”).

## 5. INSTALLATION AND ACTIVATION

- 5.1. The Software Subscription is licensed for local installation on the customer’s device.
- 5.2. To activate the Software Subscription, 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			
	Desktop edition	Business Edition	Consultancy Edition	Enterprise Edition
<p><b>NON-TRANSFERABLE LICENSE</b></p> <p>Personal and non-transferable license. i.e. once activated, a license key may only be used by that specific user.</p>	✓	✓		
<p><b>CONCURRENT USERS LICENSE</b></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>			✓	
<p><b>TRANSFERABLE LICENSE</b></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><b>COMMUNITY SUPPORT</b></p> <p>Support is provided to the customer through a community forum hosted on GitHub: <a href="https://github.com/TabularEditor/TabularEditor3">https://github.com/TabularEditor/TabularEditor3</a></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><b>DEDICATED SUPPORT</b></p> <p>1:1 support via email: <a href="mailto:support@tabulareditor.com">support@tabulareditor.com</a> 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><b>DAX OPTIMIZER</b></p> <p>Upon full payment of the Software Subscription, the customer will be granted access to <b>DAX Optimizer</b>, cf. <a href="https://link.te3.com/daxo-offer">https://link.te3.com/daxo-offer</a>.</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: <a href="https://www.daxoptimizer.com/">https://www.daxoptimizer.com/</a>.</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 <a href="mailto:support@tabulareditor.com">support@tabulareditor.com</a>.</p> <p>Access to DAX Optimizer will be available to the customer for the duration of the License Term.</p>				✓
<p><b>NUMBER OF INSTALLATIONS</b></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, <a href="https://tabulareditor.com/my-account">https://tabulareditor.com/my-account</a>.</p>	2	2	3	3

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>

- 6.1. A user may request a **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 solely for verification purposes. 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.

## 7. ACCOUNT

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- 7.1. Upon creation of an account, meaning a user profile on Tabular Editor’s website (an “**Account**”), the customer and its authorized 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**.”
- 7.2. Creation of an Account is not required to subscribe to a Software Subscription, unless the customer desires access to the self-service portal or Tabular Editor’s e-learning platform, which is accessible at no additional cost.
- 7.3. 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.

- 7.4. Customers with Concurrent Users Licenses and Transferable Licenses can use the self-service portal to manage user access and permissions within their Account.

## 8. SOFTWARE UPDATES

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- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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. FEES AND PAYMENT TERMS

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- 9.1. The fees for the Software Subscription(s), including support and updates, are published on Tabular Editor website: <https://tabulareditor.com/pricing>. Fees may also be specified in an order confirmation, and/or provided by Tabular Editor in a quote. All fees are exclusive of VAT.
- 9.2. Tabular Editor's payment terms are specified on its website, as referenced in clause 9.1.
- 9.3. In the event of early termination of the Agreement and cancellation of the Software Subscription(s), the customer acknowledges that any prepaid fees are non-refundable.
- 9.4. Should the customer fail to terminate the Agreement and cancel the Software Subscription within the required timeframe, as specified in clause 12.1, the customer will be obligated to pay for the subsequent License Term, in accordance with clause 10.2.
- 9.5. 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.
- 9.6. Tabular Editor reserves the right, at its sole discretion, to continuously adjust its fees considering new functionality and updates of the Software. 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, to the end of the current License Term.

## 10. EFFECTIVE DATE AND AUTOMATIC RENEWAL

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- 10.1. The Agreement takes effect on the date the license key is provided to the Customer by Tabular Editor (the "**Effective Date**") and will remain in effect until terminated in accordance with Clause 12 below.
- 10.2. 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. Tabular Editor will issue renewal reminders to the Account Owner via email thirty (30) days (for yearly renewals) and five (5) days (for yearly and monthly renewals) prior to the renewal date.

## 11. ADDITIONAL SOFTWARE SUBSCRIPTIONS AND DOWNGRADING

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- 11.1. Any additional Software Subscriptions, which the customer subscribes to during an active License Term, may at the customer's sole discretion, either be:
- (i) aligned with the existing License Term, resulting in a pro-rata refund applied to the cost of the additional Software Subscription for the remainder of the active License Term, or
  - (ii) established as a separate Software Subscription, with its own independent License Term.
- 11.2. Volume discounts for Enterprise Edition-customers may only be granted when all Software Subscriptions are aligned under a single License Term, as outlined in clause 11.1(i) above.

- 11.3. The fees for any additional Software Subscriptions shall be as listed on Tabular Editor's website at the time of subscription, unless otherwise agreed in writing between the Parties.
- 11.4. Software Subscription downgrades are not permitted during an active License Term, unless otherwise agreed with Tabular Editor's sales support-team.

## **12. TERMINATION**

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- 12.1. The customer may terminate the Agreement, thereby cancelling the Software Subscription for convenience with one (1) day's prior notice, to the end of a License Term. Termination is possible via the Account (in the self-service-portal) or can be done by contacting Tabular Editor's sales support team in writing.
- 12.2. Tabular Editor may terminate the Agreement for convenience with three (3) months' prior written notice to the end of a License Term.
- 12.3. 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.
- 12.4. Termination or expiration of the Agreement shall not release the Parties from the obligations following from "Intellectual Property Rights", "Confidentiality", "Breach", "Liability and Limitations", "Indemnification", "Governing Law and Venue" and any other clauses, which by intent or meaning have validity beyond such termination or expiration of the Agreement.

## **13. WARRANTIES AND DISCLAIMERS**

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- 13.1. 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.
- 13.2. Except as expressly set out in clause 13.1, 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.

## **14. LIABILITY AND LIMITATIONS**

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- 14.1. 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 this clause 14.
- 14.2. Except for liability caused by fraud, gross negligence, wilful misconduct and the indemnity obligations in clause 15, 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) U.S \$ 5,00.
- 14.3. 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.

## 15. INDEMNIFICATION

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- 15.1. 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.
- 15.2. 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.
- 15.3. Each Party agrees to promptly notify the other Party of any claim for indemnification.

## 16. DATA PROTECTION

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- 16.1. 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").
- 16.2. In the delivery of its services, Tabular Editor processes only the personal data strictly necessary to fulfil its contractual and legal obligations, 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 exclusively for the purposes of login authentication and billing (the "Purpose").
- 16.3. By determining both the purpose and the means of processing the customer's personal data outlined in clause 16.2, Tabular Editor acts solely as a data controller, in accordance with Article 4(7) of the GDPR.
- 16.4. Tabular Editor processes personal data in accordance with its privacy policy: <https://tabulareditor.com/privacy-policy>.
- 16.5. 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.
- 16.6. 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.



**17. INTELLECTUAL PROPERTY RIGHTS**

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- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

**18. CONFIDENTIALITY**

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- 18.1. 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.
- 18.2. 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.
- 18.3. 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 other 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.
- 18.4. 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.

**19. FORCE MAJEURE**

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- 19.1. Neither Party is liable for any breach of the Agreement, occurred 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**”).

- 19.2. The Party affected by Force Majeure must as soon as possible, but no later than ten (10) days after the Force Majeure event have 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.

## **20. BREACH**

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- 20.1. 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.
- 20.2. It is understood by the Parties that non-fulfilment of the payment obligations, cf. clause 9, is considered a material breach of the Agreement.

## **21. RESELLER-ACQUIRED SUBSCRIPTIONS**

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- 21.1. For Software Subscriptions which the customer subscribes to through a reseller, Tabular Editor retains the right to send renewal reminders directly to the customer, in order to ensure the uninterrupted continuation of the customer's subscription.
- 21.2. Tabular Editor is not liable for any discrepancies, omissions, or additional services offered by the reseller beyond those stipulated by Tabular Editor in these License Terms & Conditions and Tabular Editors website.
- 21.3. Regardless of the reseller's involvement, all support requests should be directed to Tabular Editor.
- 21.4. Termination of Software Subscriptions must be coordinated directly between the reseller and Tabular Editor. While the customer may submit a termination request through the reseller, the reseller, is responsible for executing the formal termination process with Tabular Editor.

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

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- 22.1. 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.
- 22.2. 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.

**23. SEVERABILITY**

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- 23.1. Should any clause in these License Terms & Conditions 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 which fulfils the purpose of the original clause.

**24. AMENDMENTS**

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- 24.1. Tabular Editor reserves the right to amend these License Terms & Conditions with three (3) months' written notice to the customer, as necessary due to changes in market or regulatory conditions. Notice will be provided to the Account Owner via email.
- 24.2. If the customer cannot agree to the amendments made by Tabular Editor, the customer shall be entitled to terminate the Agreement. In the absence of such a termination, the amended License Terms & Conditions will apply to the customer as of the expiry of the notice period.
- 24.3. 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.

**25. GOVERNING LAW & DISPUTE RESOLUTION**

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- 25.1. The Agreement is governed by Danish law, excluding its conflict of law provisions.
- 25.2. To the extent possible, the Parties must attempt to amicably resolve any dispute with respect to the purpose and interpretation of the Agreement through negotiations.
- 25.3. Disputes, which cannot be amicably resolved by the Parties through negotiations, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of simplified of Arbitration adopted by the Board of the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 25.4. The place of arbitration shall be Copenhagen, and the language of the arbitration proceedings shall be in English.