Standard License Terms

regarding Tabular Editor

version 1.2, August 2021

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These Standard License Terms apply to the licensing and support of Licensor's Software. The Licensee, by accepting these terms on Licensor's website and/or using the Software, agrees to these Standard License Terms and any individual terms agreed at the time of subscription.

1.   DEFINITIONS

1.1   The following definitions apply:

"Account" shall mean an account in Licensor's system tied to an e-mail address. An Account may have one or more Subscriptions associated with it. An account may also have one or more payment methods associated with it, with one being the primary method. Anyone with access to the Account may manage the Subscriptions, payment methods and, for Concurrent Users Licenses and Transferable Licenses, Users.

"Agreement" shall mean these Standard License Terms, including any individual terms which may have been agreed on in writing at the time of Licensee's subscription to the licenses or subsequently.

"Documentation" shall mean help files included in the Software.

"Effective Date" shall, unless otherwise is agreed, mean the day on which the License Key has been made available to Licensee (both in relation to the original and any additional licenses).

"License Fee" shall mean the license fee referred to in Section 5.

"License Key" shall mean a unique alphanumeric string provided by Licensor to Licensee which activates a User's use of the Software in accordance with the Agreement.

"License Term" shall mean the term of the license as set out in Section 4.

"Licensee" shall mean the individual or legal entity that have entered into this Agreement with Licensor as indicated in the order form and confirmed in the Order Confirmation.

"Licensor" shall mean Tabular Editor ApS, Gærtorvet 3, 2. floor, DK-1799 Copenhagen V, Denmark (company registration number 42 29 75 50).

"Order Confirmation" shall mean the order confirmation sent by Licensor to Licensee confirming Licensee's ordering of the Software at which point the Agreement is made.

"Software" shall mean the software program named Tabular Editor which is an editor for Analysis Services Tabular and Power BI XMLA Models built in .NET/WinForms as described at Licensor' website: https://tabulareditor.com.

"Subscription" shall mean a recurring subscription for a license of Licensor's Software.

"User" shall mean Licensee themselves or an individual whom Licensee has authorised to use the Software in accordance with this Agreement by providing a License Key to the User and/or added the User's e-mail address to a whitelist, as applicable.

2. GRANT OF LICENSE

2.1   Licensor grants Licensee a non-exclusive, non-transferable (unless explicitly set out otherwise below), non-assignable, worldwide license to use the Software and Documentation for the duration of the License Term and in accordance with the number and types of licenses subscribed to by Licensee, unless otherwise explicitly set out in the Agreement.

2.2   The number and types of licenses subscribed to by Licensee shall be as shown on Licensor's website at the time of **subscription** and set out in the Order Confirmation.

2.3   In order to activate the Software, the User must enter a License Key provided by Licensor upon receipt of payment, cf. Section 5.3. The License Key will be associated with the User's e-mail address.

2.4   Licensor offers the following types of licenses for the Software:

License type / License features	Desktop Edition	Business Edition	Consultancy Edition	Enterprise Edition
Community Support, cf. Section 3.1	✓	✓	✓	✓
Dedicated Support, cf. Section 3.2				✓
Concurrent Users License, c.f. Section 2.7			✓	
Transferable License, cf. Section 2.8				✓

Number of installations, cf. Section 2.9	1	1	3	3
Trial Period, cf. Section 2.10	N/A	N/A	N/A	30 days

2.5   The different types of licenses may enable different functionality in the Software as further set out on Licensor's website: https://tabulareditor.com.

2.6   All licenses, except those marked as a Concurrent Users License or Transferable License in Section 2.4, are personal and non-transferable. This means that once a License Key has been activated by a User, that License Key may only be used by that specific User.

2.7   Licenses marked as a Concurrent Users License in Section 2.4 are so-called "seat licenses" which are personal, but may be used by any whitelisted User on a time-limited first come, first serve basis (and thereby transferred), subject to the terms set out in this clause. The owner of the Account is responsible for supplying Licensor with an up to date whitelist of User e-mail addresses who may use the Software. Upon first launch of the Software, the User is prompted to enter a License Key and the User's e-mail address. The validity of the License Key and the presence of the e-mail address on the whitelist is verified upon submission and each time the User launches the Software. When a User launches the Software and the License Key and e-mail address are verified, a seat is reserved to the User for a period of 12 hours, unless there are no free seats left on the License. If there are no free seats left, the User will not be able to use the Software until a reserved seat is freed from another User. The number of seats available is determined by the number of licenses purchased by Licensee. If at any time all seats are reserved, a notification will be sent to the owner of the Account. During the seat reservation period, Section 2.9 shall apply to the User's installation and use of the Software. When no seat is reserved for the User, the User shall be entitled to keep the installations of the Software but not use the Software. Once the seat reservation period expires, the User will be asked to renew the seat reservation for an additional period of 12 hours. If the User does not renew the seat reservation, the User's license to use the Software (but not to have the Software installed) expires, and the seat will be freed and added to the pool of available seats under the License. A seat reservation cannot be freed manually and shall therefore only be freed by way of expiry of the reservation period. In order to reserve a seat and enable the use of the Software on a device that is not connected to the internet, the User must use an internet connected device to access a website provided by the Software on which the User may reserve a seat and generate a time-limited License Key for use on the offline device for a period of 12 hours. After the expiry of the time-limited License Key, the User shall generate a new time-limited License Key to continue using the Software. Licensor may, at its own discretion, upon the request of Licensee increase the duration of time-limited License Keys to up to five (5) days.

2.8   Licenses marked as a Transferable License in Section 2.4 are personal, but may be transferred between different Users by and at the discretion of the owner of the Account. This means that once a License Key has been activated by a User, that License Key may only be used by that User until transferred by the owner of the

Account to a different User. The licenses may not be transferred other than set out herein.

2.9   The different types of licenses may provide for the User to install and use the Software on different devices (e.g. on workstation, laptop or virtual machine) as set out in the license type description in Section 2.4. The owner of the Account may at its own discretion disable Users' installations.

2.10   Licenses indicated as having a Trial Period in Section 2.4 allows the Licensee to use the Software without paying a License Fee for the duration of the applicable trial period. The license shall expire at the end of the applicable trial period, unless Licensee has paid the License Fee applicable for the license prior to the expiry of the trial period.

2.11   Except as explicitly provided herein, or allowed under applicable mandatory law, Licensee shall not:

(A)   adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation; or

(B)   allow third party access to the Software.

3.   SUPPORT AND UPDATES

3.1   Licenses indicated as having Community Support in Section 2.4 include Licensor's provision of support for the most recent version of the Software in relation to bugs and defects in the Software on a best effort basis ("Community Support").

3.1.1   Licensor will respond to all support calls and e-mails as soon as reasonably possible.

3.1.2   All support calls or e-mails shall be directed to:

(A)   E-mail: support@tabulareditor.com

3.2   Licenses indicated as having Dedicated Support in Section 2.4 also include Licensor's support of the most recent version of the Software in relation to how to use the different functionalities of the Software on a best effort basis ("Dedicated Support").

3.2.1   Licensees who do not have Dedicated Support included in their license may request Dedicated Support on an ad-hoc basis subject to Licensor's hourly rates listed on https://tabulareditor.com/ad-hoc-support.

3.3   Licensor shall inform and make available to Licensee all new releases, build codes, fixes, patches or workarounds to the Software, as well as new versions/updates of Documentation that Licensor decide to make available at the date of release of such.

3.3.1   Licensee shall not be obligated to install new versions/updates.

3.4   Licensor shall be entitled to add new functionality to the Software and include such functionality in one or more existing or new license types at Licensor's discretion.

3.4.1   Licensor shall be entitled to market add-ons to the Software which add additional functionality to the Software and to charge separately for such add-ons.

3.4.2   Licensee shall not be entitled to install and/or use such add-ons except according to separate license agreement.

3.5   Additional support to that of Section 3.1 and 3.2, e.g. onsite support, is subject to separate agreement between the Parties concerning such work.

4.   TERM OF LICENSE

4.1   The license is initially granted from the Effective Date and for the duration of the License Term. The length of the License Term shall be as chosen by Licensee in the order and set out in the Order Confirmation.

4.2   Upon expiry of the License Term, the license will automatically renew for an additional License Term of the same length as the previous, unless otherwise agreed between the Parties or unless the Agreement is terminated by either Party.

4.2.1   For any additional licenses subscribed to during the initial or a subsequent term, such licenses will expire at the expiry of the original or subsequent term (so that all licenses will have the same term).

4.2.2   Further, any renewals will also apply to any additional licenses subscribed to during the initial or a subsequent license term.

4.3   Licensee may terminate this Agreement for convenience with one (1) days' notice to the end of a License Term, cf. Section 4.1.

4.4   Licensor may terminate this Agreement for convenience with six (6) months' notice to the end of a License Term, cf. Section 4.1.

4.5   The Parties agree that the terms and conditions set forth in Sections 6-13 of this Agreement shall survive the termination of this Agreement.

4.6   Upon termination of this Agreement for any reason whatsoever, Licensee shall immediately cease any further use of the Software and Documentation and shall destroy all existing copies of the Software and Documentation in its possession and, on request by Licensor, confirm this by sending a written declaration to the Licensor.

5.   LICENSE FEE, PAYMENT AND PAYMENT TERMS

5.1   In consideration for the license granted according to this Agreement, Licensee shall pay to Licensor as shown in the order and set out in the Order Confirmation.

5.2   The License Fee is excluding VAT, unless otherwise stated.

5.3   The License Fee must be prepaid at the beginning of the License Term and Licensor shall not be obligated to provide Licensee with License Keys to the Software before payment of the License Fee has been received by Licensor.

5.4   Section 5.3 shall not apply to licenses which include a trial period. For these licenses, and provided that Licensee wishes to continue using the Software, Licensee shall prepay the License Fee at the expiry of the trial period.

5.5   Additional licenses may be subscribed to at the prices set out on Licensor's website, or, where applicable, the prices agreed between the Parties. In case of subscription to additional licenses, such licenses will be charged or invoiced on a pro rate basis for the remainder of the Licensee's existing License Term.

5.6   The License Fee includes the support and updates described in Section 3.

5.7   All invoices to Licensee will be sent via e-mail to the e-mail address informed by Licensee to Licensor, or be available for download by Licensee at Licensor's website

5.8   Licensee may choose to pay through one of the payment solutions listed on Licensor's website at order checkout. Payment via checks are not allowed.

5.9   Credit cards are charged immediately at the beginning of the License Term. When paying by invoice, the payment term is 20 days after Licensee's receipt of the invoice.

5.9.1   If Licensee pays with a credit card or direct debit, Licensor is entitled to set up automatic subscription payments for future License Fees, and thus without further notice or approval charge Licensee's credit card the applicable License Fee for a renewed License Term pursuant to Section 4.2.

5.9.2   If the charge for such renewed License Term is denied or otherwise fails, Licensor shall be entitled to terminate this Agreement immediately by given written notice to Licensee and/or to suspend the Licensee's access to the Software. In case of late payments, Licensee must pay interests according to the Danish Act of Interests.

5.10   Any prepaid License Fee is non-refundable in case of a termination of the Agreement, regardless of cause.

6.   OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

6.1   Licensor holds all copyright and any other rights, including intellectual property rights and ownership rights to the Software and Documentation and all copies thereof, except certain parts of the Software and Documentation which are open source software and which have been licensed by third parties in accordance the applicable open source licenses. This Agreement does not imply any transfer of intellectual property rights pertaining to the Software and/or Documentation.

6.2   The Software and Documentation is protected by the Danish Copyright Act and international treaties and conventions on the protection of copyright and other relevant legislation on intellectual property rights and copyright.

6.3   Licensee is not permitted to change or remove any marks or notices regarding copyright, trademarks or the like on the Software and/or Documentation or copies thereof.

6.4   Licensee shall inform the Licensor of any infringements of the Software, which Licensee suspects or ascertains. Licensee shall to a reasonable extent assist Licensor

with technical advice and other non-financial assistance, evidence and documentation concerning infringements.

7. DISCLAIMER OF LIABILITY

7.1   The Software and Documentation is provided "AS IS". Any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose are disclaimed. The Software and Documentation is provided without guarantee or warranty in any way.

7.2   Except in the event that damages are attributable to intentional acts or gross negligence on the part of Licensor, Licensor cannot be held liable for any loss or damage whatsoever caused by the Software, the Documentation or Licensor's support or which may arise in connection with Licensee's use of the Software/Documentation.

7.3   Except for breach of the duty of confidentiality, the Parties shall in no event be liable to each other for any anticipated or indirect loss or damage, including, but not limited to, loss of profits or future business; any damage to reputation or goodwill; any damage, loss, costs or expenses of an indirect, exemplary, consequential, or economic nature, caused by, arising from, associated with or attributable to the activities or obligations of the Parties under this Agreement.

7.4   The Parties' total liability under this License Agreement shall be limited to an amount equal to the License Fee paid by Licensee in the preceding 12 (twelve) months, except in case of a Party's intentional acts or omissions, breach of confidentiality third party intellectual property rights or Licensee's indemnity obligation in Section 7.5.

7.5   Licensee shall indemnify and hold harmless Licensor from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's use of the Software or Documentation.

7.6   The Licensee acknowledges that the operation of the Software may not always be completely error free and without interruption. Accordingly, the Licensee agrees to implement data backup and verification measures in accordance with best industry practice.

7.7   The Parties acknowledge that these limitations and exclusions of liability are reasonable in the context of the arrangements taken as a whole. The Licensee confirms that it will keep in force throughout the term of the Agreement appropriate insurance against any loss that may be suffered in the event of failure, defect or error in the Software.

8. CONFIDENTIALITY

8.1   The Software and Documentation shall be regarded as confidential information. Licensee shall not disclose the Software, Documentation or any other confidential information disclosed by or received from Licensor to any third party without the prior written approval from Licensor.

8.2   The duty of confidentiality pursuant to this Section 8 shall survive the termination of this Agreement. Termination of this Agreement shall not release Licensee from the obligations set out in this Section, regardless of the reason for its termination.

9.   MATERIAL BREACH

9.1   If a Party is in material breach of its obligations under this Agreement, the nonbreaching Party may terminate this Agreement. However, before such termination the non-breaching Party shall notify the Party in material breach hereof and request that such material breach is remedied within 30 (thirty) calendar days.

9.2   If the breach has not been remedied within the above time period or remedy is impossible, the non-breaching Party may terminate this Agreement without further notice.

10.   ASSIGNMENT

10.1   Neither of the Parties 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

(a)   to a group company; or

(b)   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.

10.2   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.

11.   CHANGES TO THESE STANDARD LICENSE TERMS

11.1   Licensor reserves the right to make changes to these Standard License Terms, including prices, at any time and shall give Licensee a prior notice hereof by e-mail and/or through the Software of at least two (2) weeks.

11.2   If Licensee cannot agree to the changes made by Licensor in accordance with Section 11.1, Licensee may terminate the Agreement in accordance with Section 4.3. In the absence of such a termination, the amended Standard License Terms and/or prices will apply to Licensee as of the expiry of the notice period set out in Section 11.1.

12.   SEVERABILITY

12.1   If any section of this Agreement is deemed unenforceable or invalid for any reason, the remaining parts of this Agreement shall not be affected hereby. The Parties shall enter negotiations for the purpose of substituting such section with a corresponding valid and enforceable wording, if possible.

13. GOVERNING LAW AND VENUE

13.1   This Agreement shall be governed by the laws of Denmark. This applies whether or not international private law and choice of law rules may lead to the application of another country's laws.

13.2   Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter negotiations in good faith in order to solve the dispute.

13.3   If the Parties have been unsuccessful in solving the dispute for 30 (thirty) calendar days after initiation of negotiations hereof, the Parties may agree to refer the dispute to mediation at Mediationsinstituttet (www.mediationsinstituttet.dk) according to its rules.

13.4   If the Parties do not agree to mediation within seven (7) calendar days after expiry of the deadline set forth in Section 13.3, or has no solution to the dispute been reached 30 (thirty) calendar days after commencement of mediation with Mediationsinstituttet, the dispute shall be settled by the District Court of Copenhagen, Denmark, as the court of first instance.