

Terms of service - Dataawareness ApS

Last updated: 13 January 2026

1. Introduction and Scope

These Terms of Service ("Terms") constitute a legal agreement between you ("You", "Your", or "Customer") and Dataawareness ApS ("We", "Us", "Our", or "Company"), a company registered in Denmark with address at Herstedvesterstræde 23, 2620 Albertslund.

These Terms govern your use of:

- Our website at www.dataawareness.com
- All software extensions and applications we develop, including but not limited to extensions for Microsoft Dynamics 365 Business Central, Microsoft Power Platform, and other platforms, distributed through Microsoft AppSource, other marketplaces, or directly ("Software")
- Any related consulting, implementation, and support services we provide ("Services")

By accessing our website, installing our Software, or using our Services, you agree to be bound by these Terms. If you do not agree, you must not use our website, Software, or Services.

Our Software and Services are intended for business use only. By using our Software or Services, you confirm that you are acting on behalf of a business or organization, not as a private consumer.

When entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

2. Definitions

- **Software** means any software application, extension, add-in, or app developed by Dataawareness ApS, regardless of the platform it operates on.
- **Platform** means the underlying software environment in which our Software operates, such as Microsoft Dynamics 365 Business Central, Microsoft Power Platform, or other third-party platforms.
- **Subscription** means a time-limited license to use Software, subject to payment of applicable fees.
- **Free Software** means Software that we make available without charge, as indicated in the Software listing or documentation.

- **User** means any individual authorized by the Customer to access and use the Software.
- **Documentation** means user guides, help files, and other technical documentation we provide for our Software.

3. License Grant

3.1 Grant of License

Subject to your compliance with these Terms and payment of applicable fees (for paid Software), we grant you a limited, non-exclusive, non-transferable, revocable license to install and use our Software solely for your internal business purposes.

3.2 License Restrictions

You may not:

- Copy, modify, or create derivative works of the Software
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software
- Rent, lease, lend, sell, sublicense, or otherwise transfer the Software to any third party
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Software
- Use the Software to provide services to third parties (e.g., as a service bureau) unless explicitly permitted
- Use the Software in any way that violates applicable laws or regulations

3.3 Third-Party Platforms

Our Software operates within third-party platforms such as Microsoft Dynamics 365 Business Central, Microsoft Power Platform, and others. Your use of these platforms is governed by your separate agreements with the respective platform providers. We are not responsible for the availability, performance, or terms of any third-party platform. You must maintain valid licenses for any required platforms to use our Software.

4. Free Software

4.1 Availability

We may offer certain Software free of charge ("Free Software"). Free Software is provided under the same license terms as paid Software unless otherwise specified.

4.2 Changes to Free Software

We reserve the right to discontinue, modify, or convert Free Software to paid Software at any time. If we convert Free Software to paid Software, we will provide at least 90 days' notice. After such notice period, continued use of the Software will require a paid Subscription.

4.3 Support for Free Software

Support for Free Software is provided at our discretion and may be limited or unavailable. Free Software is provided "as is" without any commitment to updates, maintenance, or support.

5. Subscriptions and Payments

5.1 Subscription Terms

Access to paid Software requires a Subscription. Subscriptions are billed in advance on a recurring basis (monthly, quarterly or annually) as specified at the time of purchase. Your Subscription will automatically renew at the end of each period unless you cancel it before the renewal date.

5.2 Pricing and Payment

All prices are stated in the currency specified at purchase and are exclusive of VAT unless otherwise indicated. You agree to provide accurate billing information and authorize us to charge your designated payment method for all applicable fees.

We reserve the right to modify Subscription fees. Any fee changes will take effect at the start of your next Subscription period. We will provide at least 90 days' notice of any price increases.

5.3 Cancellation

You may cancel your Subscription at any time by contacting us or through your account settings where available. Upon cancellation, you will retain access to the Software until the end of your current billing period. No refunds will be provided for partial periods.

5.4 Refunds

Subscription fees are generally non-refundable. Refund requests may be considered on a case-by-case basis at our sole discretion.

5.5 Free Trials

We may offer free trial periods for certain Software. At the end of a trial period, you will be charged the applicable Subscription fee unless you cancel before the trial expires. We reserve the right to modify or discontinue trial offers at any time.

6. Support and Maintenance

6.1 Support Services

We provide support for our paid Software as described below:

Support Channel	Availability
Email (support@dataawareness.dk)	Business hours (CET/CEST)
Phone (+45 7060 5048)	Business hours (CET/CEST)

We aim to respond to support inquiries within 2 business days. Response times may vary depending on the complexity of the issue and current support volume.

6.2 Updates and Upgrades

We may release updates to our Software from time to time to fix bugs, improve performance, or add new features. Updates for active Subscriptions are included at no additional charge. We will endeavor to maintain compatibility with supported versions of the underlying platforms, but cannot guarantee compatibility with all versions or configurations.

6.3 Platform Version Compatibility

Our Software is designed to work with currently supported versions of the underlying platforms. When platform providers release new major versions, we will use reasonable efforts to update our Software for compatibility. We may discontinue support for older platform versions in accordance with the platform provider's support lifecycle.

7. Intellectual Property

7.1 Ownership

We retain all right, title, and interest in and to our Software, including all intellectual property rights. These Terms do not grant you any ownership rights in the Software. All rights not expressly granted herein are reserved.

7.2 Feedback

If you provide us with feedback, suggestions, or ideas regarding our Software or Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such feedback without any obligation to you.

7.3 Trademarks

Dataawareness, our logo, and our Software names are trademarks of Dataawareness ApS. You may not use our trademarks without our prior written consent. All third-party trademarks, including Microsoft, Dynamics 365, Business Central, and Power Platform, are the property of their respective owners.

8. Data and Privacy

Our collection and use of personal information is governed by our [Privacy Policy](#). By using our Software and Services, you agree to our Privacy Policy.

Our Software processes data within your environment on the applicable platform. We do not access, collect, or store your business data except as described in our Privacy Policy (primarily company and contact information for licensing purposes).

You are responsible for ensuring that your use of our Software complies with applicable data protection laws, including the General Data Protection Regulation (GDPR).

9. Warranties and Disclaimers

9.1 Limited Warranty for Paid Software

We warrant that paid Software will perform substantially in accordance with the accompanying Documentation under normal use. If paid Software does not conform to this warranty, your exclusive remedy is for us to use reasonable efforts to correct the non-conformity or, at our option, refund the fees paid for the affected Subscription period.

9.2 Free Software Disclaimer

Free Software is provided "AS IS" without any warranty of any kind. We make no representations or warranties regarding the functionality, reliability, availability, or suitability of Free Software.

9.3 General Disclaimer

Except for the limited warranty for paid Software above, our Software and Services are provided "AS IS" and "AS AVAILABLE" without warranty of any kind. To the maximum extent permitted by law, we disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that our Software will be uninterrupted, error-free, or compatible with all hardware, software, or platform configurations. We are not responsible for issues arising from the underlying platform, third-party products, or your IT environment.

10. Limitation of Liability

To the maximum extent permitted by applicable law:

- Our total liability for any claims arising from these Terms or your use of paid Software and Services shall not exceed the total fees paid by you to us in the 12 months preceding the claim.
- To the maximum extent permitted by law, we accept no liability for any claims arising from your use of Free Software.
- We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, business opportunities, or goodwill, even if we have been advised of the possibility of such damages.

These limitations apply regardless of the theory of liability (contract, tort, strict liability, or otherwise). Some jurisdictions do not allow certain limitations of liability, so some of the above may not apply to you. In such cases, our liability will be limited to the greatest extent permitted by law.

11. Indemnification

You agree to indemnify and hold harmless Dataawareness ApS and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from your breach of these Terms or your misuse of our Software or Services.

12. Term and Termination

12.1 Term

These Terms remain in effect until terminated by either party.

12.2 Termination by You

You may terminate these Terms at any time by discontinuing use of our website, uninstalling our Software, and cancelling any active Subscriptions.

12.3 Termination by Us

We may suspend or terminate your access to our Software or Services immediately if you breach these Terms, fail to pay applicable fees, or if we are required to do so by law. We may also discontinue any Software with 180 days' notice.

12.4 Effect of Termination

- If you cancel your Subscription, you will retain access to the Software until the end of your current paid billing period.
- If we terminate your access due to breach of these Terms or non-payment, your license ceases immediately and no refund will be provided.
- If we discontinue Software (with notice per Section 12.3), you will retain access until the end of your current paid billing period or the discontinuation date, whichever is later.

In all cases, after your license ends you must uninstall and delete all copies of our Software. Sections of these Terms that by their nature should survive termination (including Intellectual Property, Limitation of Liability, and Governing Law) will continue in effect.

13. Governing Law and Disputes

13.1 Governing Law

These Terms are governed by the laws of Denmark, without regard to its conflict of laws principles.

13.2 Dispute Resolution

If you have a dispute regarding our Software or Services, please contact us first to attempt to resolve the matter informally. If we cannot resolve the dispute within 30 days, either party may pursue formal legal proceedings.

13.3 Jurisdiction

Any legal proceedings shall be brought exclusively in the courts of Denmark.

14. General Provisions

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any order forms or Subscription agreements, constitute the entire agreement between you and Dataawareness ApS regarding the subject matter herein and supersede all prior agreements and understandings.

14.2 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

14.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14.4 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of our assets.

14.5 Amendments

We may modify these Terms at any time by posting the revised Terms on our website with an updated "Last updated" date. For material changes (such as pricing, liability, or license terms), we will use reasonable efforts to notify active subscribers via email at least 30 days before the changes take effect.

Your continued use of our Software or Services after changes are posted constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

14.6 Language

These Terms are drafted in English. If these Terms are translated into another language, the English version shall prevail in case of any inconsistency.

15. Contact Us

If you have any questions about these Terms, please contact us:

Dataawareness ApS

Herstedvesterstræde 23
2620 Albertslund, Denmark
CVR: 36495316

Email: support@dataawareness.dk

Phone: +45 7060 5048