

END USER LICENSE AGREEMENT

FienX Toolkit Add-In for Microsoft Excel

This End User License Agreement ("Agreement") is a legally binding contract between you, whether an individual or an entity ("User," "you," or "your"), and Fien Consulting FZ LLC ("Company," "we," "us," or "our") governing your use of the FienX Toolkit Add-in for Microsoft Excel (the "Add-In") and any related services, data, content, and documentation (collectively, the "Service").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE ADD-IN. By downloading, copying, installing, accessing, or otherwise using the Add-In, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not install or use the Add-In.

1. ACCEPTANCE OF TERMS

By installing or using the Add-In, you confirm that you have the legal authority to enter into this Agreement, either on your own behalf or on behalf of the entity you represent.

Company reserves the right to modify this Agreement at any time in its sole discretion. Any changes will be effective immediately upon notice to you. Your continued use of the Add-In after any such modification constitutes your acceptance of the modified Agreement.

2. LICENSE GRANT

Subject to your compliance with all terms and conditions of this Agreement and payment of all applicable fees, Company grants you a non-exclusive, revocable license to activate and use the Add-In solely:

- Within the Microsoft Excel application environment through the authorized Add-In;
- On a single computer or device per license key.

3. RESTRICTIONS ON USE

Except as expressly permitted under this Agreement, User shall not, and shall not permit any third party to:

- Distribute, sell, rent, lease, lend, sublicense, assign, transfer, or redistribute the Add-In or any rights therein;
- Reverse engineer, decompile, disassemble, or attempt to derive the source code, underlying algorithms, or structure of the Add-In;
- Remove, alter, obscure, or deface any proprietary notices, labels, trademarks, or branding on or within the Add-In;
- Bypass, disable, circumvent, or interfere with any technical controls, authentication mechanisms, access controls, digital rights management, or usage restrictions implemented in or by the Add-In;
- Use the Add-In in any manner that violates any applicable law, regulation, or third-party rights.

Any breach of the restrictions set forth in this Section may subject User to criminal prosecution, civil liability, and damages, including but not limited to injunctive relief. Company will not provide

support in case the Add-In malfunctions or becomes inoperable due to User's violation of this Agreement.

4. INTELLECTUAL PROPERTY AND OWNERSHIP

To the extent User provides any feedback, suggestions, ideas, enhancement requests, or recommendations regarding the Add-In or Service ("Feedback"), User hereby grants Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive right and license to exploit such Feedback without restriction, attribution, or obligation of any kind to User.

This Agreement grants no right, title, or interest in any intellectual property owned or licensed by Company. All rights not expressly granted are reserved.

5. PRIVACY AND DATA COLLECTION

The Add-In will not collect any metadata or technical information such as configuration settings, feature utilization, performance diagnostics, error logs, or model outputs, for any purpose.

Company retains minimal personal information as required for registering its active customers.

Company does not collect personal spreadsheet data, workbook contents, or proprietary user files unless User explicitly grants permission for support or diagnostic purposes.

6. LICENSING AND FEES

Access to the Add-In requires an active perpetual licence. Licence fees are one-off payments and are non-refundable except where required by applicable law.

Each perpetual license is locked to a specific computer but can be transferred to another device up to five times without incurring additional cost.

Technical support is provided at Company's discretion and will be limited to add-in installation and functionality only. It does not extend to general Excel use, spreadsheet model development, or interpretation of results.

Support for model building and output interpretation (consulting service) is available but will command additional fees to be quoted separately.

7. TERMINATION

A license may be revoked by Company if User fails to comply with any term or condition of this Agreement.

No refund of any fees paid shall be provided upon termination resulting from User's breach of this Agreement.

Upon termination of this Agreement for any reason:

- All rights and licenses granted to User hereunder shall cease immediately;
- User must immediately cease all use of the Add-In and Service;
- User must permanently destroy all copies of the Add-In and any related materials in User's possession or control;

The provisions of Sections 3, 4, 8, 9, 12, 14, and 16 shall survive any termination or expiration of this Agreement.

8. DISCLAIMER OF WARRANTIES

THE ADD-IN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ADD-IN WILL MEET USER'S REQUIREMENTS, THAT THE OPERATION OF THE ADD-IN WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ADD-IN WILL BE CORRECTED.

USER'S USE OF THE ADD-IN IS AT USER'S SOLE RISK. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH USER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE ADD-IN OR SERVICE, OR ANY PERFORMANCE OF THIS AGREEMENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE ADD-IN, FROM INABILITY TO USE THE ADD-IN, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE ADD-IN.

10. PUBLICITY

User grants Company a limited, non-exclusive, royalty-free right to identify User as a user of the Add-In in customer lists, case studies, or marketing materials. User will be made aware of such inclusion and may opt out of this provision at any time by providing written notice to Company.

11. COMMUNICATIONS

By using the Add-In, User consents to receiving service-related email communications from Company, including without limitation Add-In updates, security notices, and administrative messages. User may not opt out of critical service-related communications necessary for the operation or security of the Add-In.

12. EXPORT COMPLIANCE

User agrees not to transfer the Add-In licence, directly or indirectly, in violation of any applicable export control laws or to any country, entity, or person to which export is prohibited.

13. MICROSOFT INTEGRATION

The Add-In is designed to integrate with and operate within the Microsoft Excel application environment. Use of the Add-In may require Microsoft Excel 2019 or later, or an active Microsoft 365 subscription.

Company is an independent entity and is not affiliated with, endorsed by, or sponsored by Microsoft Corporation. Microsoft, Excel, Microsoft 365, and related marks are trademarks of Microsoft Corporation.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement constitutes the entire agreement between User and Company with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, and warranties, whether written or oral, with respect to such subject matter.

15.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, shall be severed, and the remaining provisions shall continue in full force and effect.

15.3 Assignment

User may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without the prior written consent of Company. Company may freely assign this Agreement or any of its rights or obligations hereunder without restriction or notice to User. Any purported assignment in violation of this Section shall be null and void.

15.4 No Waiver

The failure of Company to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

16. USER REPRESENTATIONS AND WARRANTIES

BY INSTALLING, ACCESSING, OR USING THE ADD-IN, USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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