

End User License Agreement (EULA)

IMPORTANT – READ CAREFULLY

This End User License Agreement (“Agreement”) is a legal contract between you (“User”) and **Aubin Consulting Actuary** (“Licensor”) regarding the use of the **Actuarial Excel Addin** (“Software”). Installation or use of the Software constitutes acceptance of this Agreement.

1. Grant of License

Licensor grants the User a non-exclusive, non-transferable license to install and use the Software within Microsoft Excel for internal business purposes related to actuarial analysis and pension administration.

Each license is issued for a **specific computer** and remains valid until **December 31** of the calendar year for which it is granted. Licenses purchased during the year are valid from the purchase date until December 31 of that same year. Renewal licenses may be issued prior to January 1 of a given year but will expire on December 31 of that year.

A license may be transferred **only** as expressly permitted under Section 4.

2. Restrictions

The User shall not:

- Copy, modify, or distribute the Software outside the licensed organization.
- Reverse engineer, decompile, or disassemble the Software, except to the limited extent permitted by applicable law.
- Rent, lease, sublicense, or resell the Software.
- Attempt to bypass, disable, or interfere with any licensing, activation, or security mechanisms.
- Use the Software for unlawful purposes or outside the scope of actuarial practice.

3. Ownership

The Software and all related documentation are protected by copyright law and international treaties. All rights, title, and interest remain exclusively with the Licensor. This Agreement grants usage rights only and does not transfer ownership.

Any feedback, suggestions, or improvements provided by the User are deemed **non-confidential** and may be used by the Licensor without restriction or obligation.

4. Updates and Support

The Licensor may provide updates, bug fixes, or enhancements at its discretion. Support services are provided **only to Users with a valid, active license** and are limited to:

- Email support for installation, activation, and general usage questions.
- Access to online documentation, FAQs, and self-help resources.
- The ability to submit bug reports. The Licensor may, at its sole discretion, provide fixes or workarounds.
- Access to software updates released during the license term.
- License and activation assistance, including key recovery and support for transferring the license **to a replacement computer only**.

Support services **do not** include custom development, spreadsheet design, data analysis, training, or support for third-party software or systems. The Licensor does not guarantee resolution of any issue or the availability of updates.

5. Warranty Disclaimer

To the maximum extent permitted by applicable law, the Software is provided **“AS IS”** without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

The User assumes all responsibility for the use of the Software and for any results obtained through such use.

6. Limitation of Liability

To the maximum extent permitted by applicable law, the Licensor shall not be liable for any damages, including incidental, consequential, special, or indirect damages, arising from the use or inability to use the Software, even if advised of the possibility of such damages.

Nothing in this Agreement limits liability for gross negligence, intentional misconduct, or any other liability that cannot be excluded under Quebec law.

7. Termination

This Agreement terminates automatically if the User fails to comply with its terms. Upon termination, all license rights immediately cease, and the User must cease all use of the Software and uninstall it from all devices.

8. Governing Law

This Agreement is governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to conflict-of-law principles.

Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the courts of Quebec, sitting in the judicial district of **Montreal**, unless otherwise required by law.

9. Language

The parties acknowledge that they have expressly requested that this Agreement be drafted in English.

10. Entire Agreement and Modifications

This Agreement constitutes the entire understanding between the parties with respect to the Software and supersedes all prior or contemporaneous communications, proposals, or agreements.

The Licensor reserves the **exclusive right** to update or modify this Agreement at any time. Any such modification becomes effective upon publication by the Licensor on its website at <https://actuarialexceladdin.com>. Continued use of the Software after publication constitutes acceptance of the modified Agreement. The User is responsible for reviewing the Agreement periodically for updates.