

END USER LICENSE AGREEMENT (EULA) FOR SSLCERT BY E-XPRT SOLUTIONS

Release Month: March 2025

Version: 1.0

This End User License Agreement (the "Agreement") is entered into between e-Xpert Solutions SA, with registered offices at Chemin du Pont-du-Centenaire, 109, CH-1228 Plan-les-Ouates, Switzerland ("Licensor"), and the customer ("Customer") who downloads, installs, or uses the SSLCert software ("Software") through a Marketplace, or any other means.

By downloading, installing or using the Software, Customer agrees to be bound by the terms of this Agreement.

1. LICENSE GRANT & RESTRICTIONS

1.1 License Grant

The Software is owned by Licensor and other licensors, protected by copyright law and other laws as applicable, it is never sold to customers. For the term of the Agreement, Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, and time-limited right to use the Software solely for internal business operations.

1.2 Permitted Use

The Software enables certain activities around the lifecycle of SSL/TLS certificate across public and private Certificate Authorities (CAs).

The Software is available in 3 different delivery Models:

1. Free of Charge Model: Basic monitoring functionalities,
2. Licensed Model: Standard Functionalities, allowing SSL/TLS certificate lifecycle automation,
3. Additional Options Model (only available as an add-on to the second model).

Certain components of the Software may be subject to separate open-source licenses, which prevail over this Agreement where applicable.

1.3 Restrictions

Customer shall not:

- Modify, reverse-engineer, disassemble, decompile, or attempt to derive source code of the Software
- Use the Software to provide managed services to third parties without explicit prior written permission

- Exceed the number of licensed machine(s) or bypass licensing mechanisms
- Use the Software if prohibited by applicable laws and regulations, and
- Use the Software for any illegal, fraudulent, or unauthorized purpose.

Failure to comply with these restrictions may result in immediate termination of the license without refund and potential legal action.

2. PRICING

2.1 Payment & Pricing Model

Each license hereunder is for one virtual machine only, so that any additional virtual machine requires its own additional licence.

The Free of Charge Model is available for a limited use.

The Licensed Model and the Additional Options Model are both made available, against fees.

The chargeable Models can be ordered either under a “Bring -Your-Own-Licence” (BYOL) pricing model or a “Pay-as-You-Go” (PAYG) pricing model.

- BYOL is based on the number of SSL/TLS certificates for which the lifecycle is automated by the Software, the number of virtual machines and the Additional Options, if selected. Fee is due in advance, yearly, directly to the Licensor. Licensor will transmit the licence access key upon payment receipt.
- PAYG is based on the number of SSL/TLS certificates for which the lifecycle is automated by the Software, the usage timing prices defined on the Marketplace, and the Additional Options, if selected. Fees are due in arrear, according to the Marketplace defined period. Payments are processed by the Marketplace, usually through credit cards providers.

Customer is responsible for applicable taxes.

Licensor reserves the right to change pricing with at least 3 months prior notice. For BYOL, new pricing will apply for renewal periods. For PAYG the price changes will be mentioned on the Marketplace portal, and sent through the usual notice system by the applicable Marketplace.

3. TERM, RENEWAL & TERMINATION

3.1 Term & Renewal

Unless explicitly agreed in written by the Licensor, BYOL licensing is valid for 12 months and renewed for a new 12 months term upon payment by Customer.

For PAYG, the Agreement continues as long as the Customer uses the Software. If payment is not received, Licensor may suspend, or rewoke access to the Software.

No refunds will be provided for early termination or unused subscription periods.

3.2 Termination

The Customer may terminate the Agreement: for BYOL by not paying the renewal fee, or for PAYG, not using the Software anymore.

Licensor may terminate this Agreement immediately if the Customer: violates any terms of this Agreement; fails to make payments as required; uses the Software for illegal, unauthorized, or unethical activities; or, attempts to bypass or circumvent licensing restrictions.

3.4 Effect of Termination

Upon termination all rights granted to the Customer under this Agreement immediately cease, and Customer must immediately stop using the Software and delete all (vital machines) copies of the Software. Licensor may disable access to the Software remotely if necessary. No refunds will be provided for early termination or unused subscription periods.

4. SOFTWARE DELIVERY, SUPPORT & UPDATES

4.1 Delivery

The Software is provided via a virtual appliance published on the Marketplace. No physical copies are provided. The Customer is responsible for deploying and configuring the Software into their environment.

4.2 Support

Licensor provides support during regular Swiss business hours, by email, phone or via a support portal. Access details are provided by email upon the license following the payment.

Support is limited to issues related to the Software and does not include:

- Configuration of third-party services (Cloud provider, Certificate Authorities, Reverse proxy, etc.).
- Custom implementations or modifications.
- Issues arising from misuse or misconfiguration of the Software.

4.3 Software Updates & Patches

Licensor may provide periodically updates, security patches, and feature enhancements. Customer is solely responsible for installing such updates;

failure to do so may result in security vulnerabilities, or system failures caused by missing or improperly applied updates.

5. DATA PRIVACY & SECURITY

5.1 Personal Data & Payment Information

Each party shall comply with applicable Data Privacy laws.

The Licensor and the Software do not collect or store personal information, except the basic business contact details for support and license management.

Licensor does not store, process, or handle credit card data. Marketplace payments are processed and managed directly by the Marketplace and the card issuer under PCI-DSS compliance.

5.2 Customer Data

Customer retains all rights and control over SSL/TLS certificate data. Licensor does not access or process Customer data unless explicitly required for troubleshooting purposes.

5.3 Security Measures

The Customer is responsible for securing access to the Software in accordance with security best practices.

6. WARRANTIES & LIMITATION OF LIABILITY

6.1 Limited Warranty

To the maximum extent permitted by law, the Software is provided "as-is", without any warranties whatsoever, express or implied. Licensor does not guarantee that the Software will be error-free, uninterrupted, or compatible with all systems. Licensor does not guarantee that it will correct all errors. Licensor disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

6.2 Limitation of Liability

To the maximum extent permitted by law, Licensor shall not be liable for indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of revenue, profits, or business opportunities; downtime, failures, or data loss. Licensor's total aggregate liability shall not exceed the equivalent of the fees paid by the Customer in the last three (3) months preceeding the contract claim. Licensor is not responsible for service disruptions, certificate authority failures, or third-party integrations.

6.3 Disclaimer of High-Risk Usage

The Software is not designed for high-risk environments, such as critical infrastructure (e.g., hospitals, nuclear facilities, aviation systems), military applications or weapons systems, any system where software failure could result in physical harm or death.

Customer agrees not to use the Software in such environments and acknowledges that any such use is at their own risk.

7. INDEMNIFICATION & COMPLIANCE

7.1 Indemnification by Customer

Customer agrees to defend, indemnify, and hold harmless Licensor from any claims, liabilities, damages, or expenses (including legal fees) arising from unauthorized use of the Software, violations of applicable laws, breaches caused by improper configurations or failure to install updates and claims from third parties including when related to SSL/TLS certificate mismanagement.

8. GENERAL PROVISIONS

8.1 Governing Law and jurisdiction

This Agreement shall be governed by and interpreted under the laws of Switzerland, without regard to its conflict of law principles.

Any disputes arising from this Agreement shall be resolved exclusively in the courts of Geneva, Switzerland.

This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. The parties agree to waive any right to participate in class-action lawsuits.

8.2 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or representations.

8.3 Amendments & Modifications

Licensor reserves the right to update this Agreement at any time, with notification via the Marketplace, or direct email to Customer, at Licensor's own choice. Continued use of the Software after an update constitutes acceptance of the revised Agreement.

8.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

8.5 Assignment

The Customer may not transfer or assign this Agreement without prior written consent from Licensor.

Licensor may assign this Agreement without restriction, including in cases of corporate restructuring or acquisition.

9. CONTACT INFORMATION

For any questions or support requests, contact:

e-Xpert Solutions SA

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