

TLSPilot Licence Agreement

iTrain GmbH - TLSPilot 14 September 2026

1. Parties and scope

Licensor: iTrain GmbH, Seefeld 4/5, 8716 Schmerikon, Switzerland, UID CHE-110.164.135 (the "**Licensor**").

Licensee: the business that acquires, downloads, installs or uses TLSPilot or that takes out a subscription in the Shop (the "**Customer**"). This agreement is addressed to businesses (B2B). No statutory right of withdrawal for consumers is granted and none exists under this agreement.

This agreement governs use of the TLSPilot software (on-prem) and - where ordered - the annual subscription for the relevant paid edition. It applies to all editions, including Community.

2. Definitions

Software: the TLSPilot computer program of the Licensor, including the program files, documentation and updates supplied to the Customer, in the licensed edition; intended for issuing, distributing and renewing certificates.

Edition: Community (free of charge, download) or Standard, Professional, Enterprise or Ultimate.

Subscription: paid annual use of a paid edition, concluded through the Licensor's Shop.

One-time key / licence key: the key issued by the Licensor (in particular in ITP format) that unlocks the edition.

ACME CA: a certification authority reachable by the Software under ACME or a comparable process, in particular Let's Encrypt, ZeroSSL or a similar authority. The Licensor is not itself that certification authority; it only retrieves or obtains certificates.

Enterprise CA / TLSPilot CA: a certification authority operated by the Licensor or by the Customer, where the edition provides for that.

Deployment target: a system or service of the Customer to which the Software deploys certificates or keys (for example IIS, filesystem, Azure services, WinRM, SMB, SSH). The target belongs to the Customer.

Health Check: the auxiliary check or status display in the Software for a deployment target or a certificate. The Health Check is an auxiliary display, not a warranty, guarantee or assurance as to the state, reachability or security of the target system.

Configuration: the Customer's set-up and parameterisation of the Software, in particular in Settings, in the wizard (Initial Setup), through RBAC, through Microsoft Entra app registrations (including the iTrain TLSPilot Setup Helper), through issuers, deployment targets and health profiles, and comparable settings. Configuration is the Customer's.

Shop: the ordering path provided by the Licensor for TLSPilot on tlspilot.com, in particular card payment through Creem (merchant of record) and order by invoice (direct).

Third-party service: any service, interface or availability of an ACME CA, of any other third-party CA, or of a deployment target that the Licensor does not itself owe as its own hosting or operations service.

3. Licence grant / no transfer of IP

The Licensor grants the Customer a non-exclusive, non-transferable, non-sublicensable licence, limited in time

- for Community: to the duration of use,
- for a paid edition: to the paid or unlocked subscription period

to install the Software in the acquired edition on the Customer's systems and to use it for the Customer's own business purposes.

Only rights of use in the Software are supplied. A subscription is the time-limited use licence plus the supply rights stated for the edition (in particular updates during the term), where so described in the Shop.

Not sold: intellectual property rights, source code, trade marks, the right to modify (except where mandatory law permits) or any ownership of the Software. All rights remain with the Licensor or its licensors.

4. Editions and scope (product facts, no promise of a result)

The feature set follows the chosen edition and the Licensor's then-current product description. Statements about editions, caps and functions are **product facts**, not an assurance of a particular operational result (in particular no promise that a particular certificate will be issued, that a target will be reachable, or that a third-party CA will be available).

The Software is for issuing, distributing and renewing certificates. For ACME CAs the Licensor's role is limited to the Software retrieving or obtaining certificates; the Licensor is not the certification authority. For Enterprise CA / TLSPilot CA the certification authority is the Licensor or the Customer, depending on the Customer's set-up.

Community is free of charge and available as a download. Standard, Professional, Enterprise and Ultimate are paid editions against an annual subscription through the Shop.

5. Third-party services (ACME CA and deployment targets)

If an ACME CA, in particular Let's Encrypt, ZeroSSL or a comparable authority, withdraws, changes or renders its service unusable, that is **not a breach of contract and not a failure of performance by the Licensor**. The same applies if a deployment target withdraws, changes or renders unusable its API, access or interface.

The Customer shall not hold the Licensor liable in damages or warranty for such events. The Licensor is not obliged to keep every third party or every target "alive" or to warrant their availability, deadlines or rules. There is **no promise** of uptime, reachability or an unchanged API of Let's Encrypt, ZeroSSL, other ACME CAs, or of the Customer's systems and APIs.

The Licensor will seek a replacement or an interface adaptation by way of an update **only where economically reasonable**. There is no legal claim to the continued existence of a particular third-party integration.

6. Customer duties

The Customer provides at its own cost and risk: working target systems, network and firewall openings, credentials and permissions, DNS and validation requirements of the relevant CA, and the legal authority to request and deploy certificates for the names and systems concerned.

The Licensor is not responsible for faults, outages or delays caused by missing or incorrect cooperation, by customer policies, or by third-party services (clause 5).

The Customer itself carries out configuration of the Software (clause 2). Configuration and misconfiguration are governed by Addendum 3.

7. Fees / subscription / payment paths

Community is free of charge.

Paid editions are obtained as an **annual subscription through the Shop**. Price, currency, term, scope and the renewal path are the particulars stated in the Shop **before** the contract is concluded.

Card payment (Creem). Payment may be processed through Creem as merchant of record. Creem's terms apply in addition for the payment process, not in place of this agreement. Software use and the licence remain with the Licensor. The one-time key or licence is issued after successful payment.

Invoice channel (direct, B2B). On an order by invoice, the Licensor issues the one-time key or licence together with the order confirmation. The licence and billing year start on the invoice date. The fee is payable within 30 days of the invoice date. Until full payment, use is provisional. If the fee is not paid on time, the Licensor automatically revokes the licence with effect for the future; the order is not

treated as paid. Revocation ends the right of use but does not cancel the duty to pay the outstanding invoice.

Renewal. Where stated in the Shop: about 30 days before the end of the term a new invoice for the next year is sent automatically. If it is not paid, the subscription ends automatically on the expiry date. There is no silent charge without a new invoice and payment.

8. Warranty

The statutory warranty rights apply to the extent this agreement does not restrict them as far as the law allows.

The Licensor does not owe any particular availability of third-party services (clause 5) and does not owe any particular result of certificate issuance or distribution. Statements about editions and functions are product descriptions, not a guarantee.

The Software is operated on-premises at the Customer. The Customer is responsible for operation, backup, access protection and updates on its systems, unless the Licensor expressly owes otherwise.

The Health Check is an auxiliary display. It does not create a warranty, guarantee or assurance as to the state, reachability or security of the target system. Details: Addendum 1.

Configuration is the Customer's. It does not create a warranty by the Licensor of a particular result. Details: Addendum 3.

9. Liability

The Licensor is fully liable for intent and gross negligence, for harm to life, body or health, and where liability cannot be excluded or limited under mandatory law (in particular product liability law).

No exclusion or limitation of liability in this agreement covers intent or gross negligence.

Otherwise - to the extent Swiss law allows the exclusion or limitation, in particular for slight negligence - the following applies:

1. The Licensor is not liable for faulty Health Checks and not for other software defects or outages of the Software, in particular in deployment, renewal, alerting and status display (Addendum 1).
2. The Licensor's liability is limited in amount to **waiver of the licence fee for the current contract year** of the affected edition. There is no further damages. Subsequent contract years are not covered. Consequential damages are excluded (Addendum 2).
3. Clause 5 remains reserved (no liability for withdrawal or change of ACME CAs and deployment targets).
4. The Licensor is not liable for configuration and misconfiguration by the Customer (Addendum 3).

Community: For the free edition no licence fee arises. A waiver therefore cannot yield a positive amount. To the extent permitted by law, there is in that respect no damages claim beyond the waiver (cap CHF 0 for that contract year). No fictional fee of a paid edition is treated as the cap.

10. Data protection

The parties comply with the Swiss Federal Act on Data Protection (FADP / nDSG). Where the Licensor processes personal data for the Shop, licence administration or support, it is the controller under the FADP; details are in the Licensor's then-current privacy notice. On a Shop purchase through Creem, Creem may be a recipient of payment data.

Data arising on-premises on the Customer's systems (including certificate, key and target-system data) is processed by the Customer under its own responsibility. The Licensor has no access to it unless the Customer itself transmits it.

11. Acceptance and inspection

Acceptance of this agreement takes place in the **interactive MSI setup**. Consent is required. The current contract text is shown before acceptance. By accepting, the Customer confirms that it has read and accepted the agreement.

Silent installation: no dialog.

Wizard / OTK is a separate step and is not the place of acceptance of this agreement.

For **inspection before the contract is concluded**, the full text may be made available on tispilot.com (link or PDF). Binding acceptance of the full text still takes place in the interactive MSI setup.

Minimum on a paid Shop order: Before the binding conclusion of the order the Customer must be able, in a reasonable way, to know that these licence terms apply and to inspect them (notice plus link, PDF or overlay). Mandatory pre-contract particulars (vendor, edition, price, term, payment path; B2B with no consumer withdrawal) appear before the binding conclusion. For card payment, also before payment.

Community without a Shop purchase: acceptance solely in the interactive MSI setup.

There is no separate consumer right of withdrawal (B2B).

The acceptance notice for the interactive MSI is in **Schedule A**.

12. Term / termination / revocation of the licence

Community: for an indefinite period; either party may stop use at any time, and the Licensor may revoke the licence with effect for the future if the Customer breaches this agreement.

Paid edition: term of one year from the start stated in the Shop or on the invoice (invoice channel: invoice date). Renewal and end follow clause 7. Extraordinary termination for cause remains reserved. Non-payment on the invoice channel triggers automatic revocation under clause 7.

After the licence ends or is revoked the Customer stops use and removes the Software, except where a statutory right of archival retention applies. Certificates of third parties already lawfully issued remain subject to the terms of the relevant CA, not to a follow-on licence of the Software.

13. Governing law, venue, CISG excluded

Swiss law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (**CISG**) is **excluded**.

The exclusive venue is the competent court at the Licensor's seat in **Schmerikon, Canton of St. Gallen**. Mandatory venues remain reserved.

14. Final provisions

Amendments and supplements require text form. Deviating purchasing terms of the Customer apply only if the Licensor expressly agrees to them in text form.

If a provision is invalid or unenforceable, the remainder of the agreement stands. The provision is replaced by the legally permissible rule that comes closest to the economic purpose.

Addendum 1, Addendum 2 and Addendum 3 form part of this agreement.

Addendum 1 - Health Check and software defects

The Health Check in TLSPilot is an auxiliary display and not a warranty, guarantee or assurance as to the state, reachability or security of the target system.

The Licensor shall not be held liable for faulty Health Checks or for other software defects or outages of the Software - in particular in deployment, renewal, alerting and status display - to the extent Swiss law allows the exclusion.

Intent and gross negligence are not excluded. Mandatory liability remains unaffected.

Addendum 2 - Liability cap (waiver of the licence fee)

To the extent permitted by law and subject to intent and gross negligence, the Licensor's liability is limited in amount to waiver of the licence fee for the current contract year; further damages, a waiver for subsequent years, and consequential damages are excluded.

For paid editions (Standard, Professional, Enterprise, Ultimate) only the licence fee owed or already paid for the current contract year of that edition may be waived. A waiver does not create a repayment or credit for other years.

For the free Community edition no licence fee arises, so the waiver yields no positive amount (cap CHF 0 for that contract year). No fictional fee of a paid edition is treated as the cap.

Intent and gross negligence are not excluded. Mandatory liability remains unaffected.

Addendum 3 - Configuration and misconfiguration

Configuration of the Software is the Customer's. The Licensor (the manufacturer) shall not be held liable for configuration or misconfiguration to the extent Swiss law allows the exclusion.

This includes in particular Settings, the wizard (Initial Setup), RBAC, Microsoft Entra app registrations (including the iTrain TLSPilot Setup Helper), issuers, deployment targets and health profiles, and comparable set-up by the Customer.

Intent and gross negligence are not excluded. Mandatory liability remains unaffected.

Schedule A - Acceptance notice (interactive MSI)

"By installing or first setting up TLSPilot you accept the licence agreement of iTrain GmbH. The current contract text is shown before you accept."