



AlientechSuite – KESS3 Terms of use

This document governs the use of the KESS3 tool, the engine and automatic transmission control unit programmer, and its AlientechSuite management software, as well as rights and responsibilities of the parties.

Consent to these Terms of Use is required to install the AlientechSuite software and use the KESS3 tool. You must therefore read the applicable terms carefully and agree to them before using software and tool.

Definition

For the purposes of these Terms of use:

- **“Software”** means the AlientechSuite computer software provided by Alientech srl and necessary for the management and operation of a KESS3 tool.
- **“Product”** means the KESS3 tool, intended exclusively for the tuning of vehicles for limited competition purposes or uses in racing circuit use not open to the public.
- **“ALIEN_id”** means a unique account created to associate the KESS3 tool with your account and access the Alientech Dashboard or any other Alientech service.
- **“Login Credentials”** means the email address and password of the ALIEN_id account.
- **“Alientech srl”** refers to Alientech S.r.l. a socio unico – with registered office at Via dei Cordari, 1 – 13039 Trino (VC) – Italy.
- **“Alientech Dashboard”** means the platform from which it is possible to access the various Alientech services, owned and operated by Alientech srl, accessible from <https://dashboard.alientech.to>.
- **“Organization”** means the entity registered in Alientech Dashboard. It can be a single person or a company that can create multiple users in order to manage the access rights of its personnel to the different areas and services in Alientech Dashboard or therein made available, such as, but not limited to, the Technical Support Service or the Encoding Portal.
- **“User”** means the member of an Organization who has been granted access rights to the Alientech Dashboard in order to manage the files of KESS3 tools associated with their Organization.
- **“You” or “your”** refers both to the Organization and its User that own an ALIEN_id account to access the Alientech Dashboard.
- **“Agreement” or “Terms of Use”** mean these terms and conditions that constitute the agreement between You and Alientech srl regarding the use of the AlientechSuite Software and the KESS3 tool and which the Organization and/or the User must accept.



- **“Online Resources”** means the resources and functionality required for the proper operation of the KESS3 tool, such as but not limited to security information exchange and downloading of files.
- **“Web Services”** means the services that Alientech srl makes available to its customers through the Alientech Dashboard such as, but not limited to technical documentation, download areas, file request services, Technical Support Service, etc.

1. Acknowledgement

The use of Software and hardware Product provided by Alientech srl is based, in addition to the Software License, also on the Terms of Use stated below. Consent to these Terms of Use is required to install or use the Product. It is therefore necessary to carefully read the applicable terms and accept them before using Software and Product.

BY INSTALLING THE SOFTWARE AND USING THE PRODUCT MANAGED BY THE SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS IN THIS DOCUMENT, DO NOT USE THE SOFTWARE AND REMOVE IT FROM YOUR COMPUTER.

Your use of Software and Product is conditioned upon Your compliance with, and acceptance of, this Agreement, the Privacy Notice, and any other policies applicable to You. You acknowledge and agree that by checking the “I Accept” box: (a) You have read and understood this Agreement; (b) represent that you are of legal age to enter into a binding agreement; (c) if You agree to these Terms of Use on behalf of your Organization, You represent and warrant that You have the necessary authorization; and (d) accept these Terms of Use and agree to be bound by all its terms and conditions.

ATTENTION: The Software and Product require constant data transmission to and from Alientech srl servers, therefore the Product only works if your computer is connected to the Internet.

2. What is subject to these Terms of Use

Alientech srl provides a kit consisting of the AlientechSuite computer software and the KESS3 hardware product intended only for the tuning of vehicles for limited competition purposes or uses in racing circuits not open to public.

3. User Responsibilities

You agree (1) to be responsible for use of the purchased Product, as well as its accessories, and (2) that the Product is suitable for use only in limited operating environments.

By accepting what is stated in this agreement, you warrant, under your full responsibility, that any operation made with the Product provided by Alientech srl is carried out solely for competitions purposes or for uses in racing circuits not open to the public.

THE KIT ALLOWS ACCESS TO THE MANAGEMENT PARAMETERS OF ENGINE AND/OR AUTOMATIC TRANSMISSION: MODIFYING MANAGEMENT PARAMETERS MAY RENDER THE VEHICLE OUT OF COMPLIANCE WITH THE REQUIREMENTS AND STANDARDS OF THE COUNTRY WHERE THE VEHICLE IS USED WITH RESPECT TO



POWER, SPEED, AND EMISSIONS. IT MAY ALSO LEAD TO A DIFFERENT OR GREATER WEAR AND TEAR OF MECHANICAL, ELECTRICAL, AND ELECTRONIC COMPONENTS OF THE VEHICLE AND COULD VOID THE WARRANTY PROVIDED BY THE MANUFACTURER/SELLER OF THE VEHICLE.

ALIENTECH SRL ASSUMES NO RESPONSIBILITY FOR YOUR USE OR MISUSE OF THE SOFTWARE OR THE PRODUCT FOR ANY PARTICULAR PURPOSE. THE SOFTWARE AND THE PRODUCT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE SOFTWARE AND THE PRODUCT. WITHOUT LIMITING THE FORGOING DISCLAIMER, THE SOFTWARE AND THE PRODUCT ARE NOT SPECIFICALLY DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING ADHERENCE TO SPECIFIC LAWS OR REGULATIONS PERTAINING TO THE OPERATION OF MOTOR CRAFT.

Alientech srl, its subsidiaries and affiliates make no warranties of any kind about any extra wear or deterioration of the engine or other electrical, electronic, or mechanical parts of the vehicle or as to the compliance with standards and regulations required by the country where the vehicle is used.

Software, Product and its accessories shall be used only after a thorough reading of the User's Guide available in the dedicated area of the Alientech Dashboard and the Operating Manuals available in the Software, and only in compliance with guidelines and suggestions.

THE PRODUCT MAY ENABLE MODIFYING THE FUNCTIONING OF THE VEHICLE; THEREFORE, THE VEHICLE MAY HAVE DIFFERENT REACTIONS WHEN COMPARED TO STANDARD CONDITIONS SPECIFIED BY THE MANUFACTURER. THE GREATEST ATTENTION MUST BE PAID WHEN DRIVING A VEHICLE WHICH HAS ITS ENGINE PARAMETERS MODIFIED. YOU AGREE TO OPERATE VEHICLES TUNED USING THE SOFTWARE AT YOUR OWN RISK.

Under no circumstances should the Product be used to break or circumvent the laws and/or regulations of the country of use of the vehicle. You are solely responsible for knowing and complying with such applicable laws and regulations. Failure to comply with this provision will result in the immediate violation and termination of this Agreement.

The use of Software and Product must always take place in safe conditions, i.e. with vehicle parked stationary and engine turned off. However, if an engine start is required, the parking brake must be properly engaged, and the gear stick must be in the neutral position-or N (for automatic transmission). If the vehicle is not equipped with a parking brake, make sure the vehicle cannot move and cause damage to people or things.

The optional DynoDrive protocol (available for purchase upon request) allows Software and Product to detect the power developed by the vehicle or its acceleration and deceleration capabilities. In order to perform these measurements, the vehicle must be in motion. All



operations performed using the DynoDrive protocol must take place exclusively in a closed circuit or on a road not open to the public. It is also necessary to operate under safe conditions, making sure that any cable connected to the vehicle's diagnostic socket and to the Product does not hinder driving, i.e., does not prevent or hinder the use of the steering wheel, pedals and gear shift and that the Product is placed stably and securely inside the vehicle, to prevent sudden movements from occurring that may impede driving the vehicle or the use of pedals and gearbox. Finally, the presence of at least two people on board is recommended one person driving the vehicle and one person using the Software. Under no circumstances shall Alientech srl be held liable for damages caused to property and/or persons due to failure to comply with this clause or incorrect use of the tools made available.

4. Risks connected to Data Reading or Reprogramming

When reading or programming data using an ECU programming tool, if the communication between the Product and the electronic control unit were to be interrupted, serious problems may occur, which may lead to the complete failure of the ECU, with consequent need for its replacement.

Therefore, during these operations:

- **DO NOT** disconnect cables and/or accessories necessary for the communication between Product and control unit and/or vehicle.
- **DO NOT** unplug the USB cable between Product and computer.
- **DO NOT** turn off the computer.
- **DO NOT** unplug the power supply from the Product and/or the control unit.
- **DO NOT** use the Product in a location exposed to static electricity or strong electrical interference.

If, for any reason, damage to the control unit or data loss or corruption (even partial) occurs and it is not possible to make a recovery, you agree that Alientech srl, its subsidiaries and affiliates are not liable for any damages, costs or expenses arising from this damage, loss or corruption. See article 5.

5. Limitations of liability and Indemnity

Alientech srl specifically disclaims all liability for any consequence resulting from your use of the Software, the Product or the Web Services provided by Alientech srl. You may use the Software and access the Web Services at your own risk and discretion, and you are solely responsible for any damage to your computer system, or third parties, or loss of data arising from the use of the Software and Product and / or access to any Web Service.

ATTENTION: All electronic modifications are inherently dangerous. The suggestions provided by Alientech srl in the Product User's Guide and the Operating Manuals that can be recalled within the Software, are aimed at avoiding any kind of damage and must be strictly followed. It is not possible, however, to eliminate the risk that, during the operations, the ECU may be damaged. By using the Product and the Software, you expressly accept the aforementioned risk and release Alientech srl of all liability.



Alientech srl shall not be liable for damages to the tool, your vehicle or of your customers, nor third parties, whether due to Software or Product malfunction, hardware incompatibility or any other anomaly that may occur, including, but not limited to poorly made connections, use of the wrong accessory, incorrect use of accessories, use of non-original Alientech srl accessories, failure to comply with the instructions in the User's Guide or in the Operating Manuals or damage to the ECU during its opening.

In particular, Alientech srl cannot be held liable for damage caused to the vehicle deriving from the content of the file written in the control unit.

Some control units may not fully correspond to the model researched by Alientech srl, supported by Software and firmware of the Product and listed in the Vehicle List of the Software. Under no circumstances Alientech srl can be responsible to you or any third party for any damage, injury, loss or claim or cost of any kind and for whatever reason, arising from such lack of correspondence.

The Product is only available for supported vehicles and might not work on every vehicle. Determining whether the vehicle is a supported or compatible vehicle for use of the Product is solely Your responsibility. Alientech srl does not represent or warrant that the Product and Your control unit are compatible.

You acknowledge and agree, and hereby release Alientech srl from all liability, that in case the vehicle's control unit is not the original factory-installed unit, or has been cloned, or has undergone a previous modification operation to disable or bypass some anti-pollution or emissions control systems, writing any kind of file may cause a control unit malfunction. This can result in irreversible damages to the control unit, causing the vehicle to become inoperable without any possibility of recovery, i.e. the vehicle may not be started or operated after such a writing.

Furthermore, you acknowledge and agree that software or hardware variations of the ECU may compromise the proper working of the Product or vehicle, and hereby release Alientech srl from all liability, of any kind and nature, in relation to any damage, injury, loss or claim or cost of any kind and species, caused to you or to any third party.

In no event shall Alientech srl be liable to you or to any third party for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, third party claims, or breach of due diligence obligations arising out of or related to your use or misuse of the Software or the Product, however caused, and even if Alientech srl, its subsidiaries and affiliates or a representative of Alientech srl has been advised of the possibility of such damages, loss, claim or cost.

Further, to the extent not prohibited by law, in no event shall Alientech srl be liable to you or any third party related to your use or misuse of the Software or the Product in connection with any alleged violation or circumvention of any state or federal law or regulation regulating or limiting air emissions from stationary and mobile sources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq. (1970), any National Air Quality Standards developed



by the Environmental Protection Agency, or any state law counterparts to regulate emissions of hazardous air pollutants.

In the event that Alientech srl is assessed any monetary penalties or fines arising from Your use or misuse of the Software or the Product in connection with any alleged violations of any state or federal law or regulation regulating air emissions of hazardous air pollutants, you shall indemnify and hold Alientech srl harmless from any monetary penalty, fine, final court judgment (or settlement to which Alientech srl has agreed), and any associated legal fees.

6. Contents and property rights

No authorization for the analysis or modification of the Software, or the analysis or modification of the Product or its circuit configurations, is provided. Disassembling the Product will void the warranty and may be dangerous.

Alientech srl owns and administers all the rights to the images and other copyrighted content in the Software, on the Product, in the User's Guide and the Operating Manuals. Use of the images and other copyrighted content (including copying, reproducing, modifying, uploading on a network, displaying, transmitting, distributing, licensing, selling and publishing) is prohibited without Alientech srl's prior written authorization.

You are expressly forbidden to translate the Software, User's Guide and Operating Manuals except with Alientech srl prior written authorization.

You are also prohibited from making the Software available through mirrors or host services or otherwise allowing third parties to use the Software and/or Product via remote access.

7. Product registration and activation

The Software requires you to register the Product in the Alientech Dashboard, associating it with your ALIEN_id. Failure to register the Product results in the impossibility of use the Product and reduced Software functionality. Any fraudulent use may cause the immediate inoperability of the Software.

The activation of the Product protocols, after the purchase date of the Product, is subject to subscription, according to price and payment methods specified in the applicable Alientech price list.

The renewal of the subscription is optional and not essential for the functioning of the Software or the Product; however, in absence of a renewal, you will not be able to receive the new protocols developed and released after the subscription expiration date, nor to access some of the related Web Services.

On sale of the Product to third parties, you agree to contact Alientech srl before delivering the tool, so that access to your personal information is inhibited, preventing any misuse, and the new owner can register the Product in their name.

Your transfer to third parties of the Product does not transfer to the new licensee any right to use the related services for the legitimate use of the software, such as access to the reserved area of the Alientech Dashboard and the Technical Support Service provided by



Alientech srl. If the new licensee wishes to benefit from these services, he will have to directly contact Alientech srl and bear the related costs for the services offered.

8. ALIEN_id account

Creation of an ALIEN_id account is essential for using the Product and requires the use of a complex and personal unique password associated with your e-mail address which, together, constitute the Login Credentials.

You agree to take all appropriate security measures to maintain and carefully guard the Login Credentials of your ALIEN_id for the use of the Web Services related to the Product, provided through the Alientech Dashboard and/or other servers and platforms managed by Alientech srl. You also agree not to share, disclose, distribute, communicate, transfer, or otherwise lease your Login Credentials to third parties, even temporarily, nor to lend or otherwise transfer the use or access to the Web Services offered by Alientech srl to third parties through your Login Credentials or in any case through your ALIEN_id.

A Master User, within their organization, can create ALIEN_id only for their own employees. Therefore, it is forbidden for a Master User to create ALIEN_id in their own organization for their own Slave users in order to allow those Slave users access to the Alientech Dashboard area dedicated to file management.

You hereby declare to be aware that the violation of the commitments set forth herein provided would cause irreparable commercial injuries to Alientech srl and therefore cannot plead your good faith in your defense.

You are entirely responsible for maintaining the confidentiality of the Access Credentials to your ALIEN_id account and for any and all activity that occurs via your account.

You agree to notify Alientech srl immediately of any unauthorized use of your ALIEN_id account or your Access Credentials, or any other breach of security. You may be held liable for losses incurred by Alientech srl or any other user due to someone else using your ALIEN_id account.

You may not use anyone else's ALIEN_id account, at any time. Alientech srl cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

When creating an ALIEN_id account, You represent and warrant Your registration data are true, current, complete and accurate and that You are at least 18 years of age. In particular, to ensure the security of the account, You agree:

- 1) Not to provide false data.
- 2) Not to create fake or duplicate accounts.
- 3) To promptly update your personal data in case of changes.

Furthermore, you agree not to use your ALIEN_id account in such a way as to cause, or may cause, interruptions, damage, or malfunctions to Alientech servers, their functioning and the services offered by Alientech srl on or through such servers, or for fraudulent purposes or otherwise to commit illegal activities.



Alientech srl reserves the right to prevent access to the Alientech Dashboard, its features and/or services offered on and through it, to suspend or close an ALIEN_id account, to remove or modify the contents of the Alientech Dashboard at its sole discretion, in case of violation of the applicable legal provisions, these Terms of Use or the specific terms and conditions applicable.

Your data will be processed in accordance with Alientech srl privacy policy, available on the Legal page of the website www.alientech-tools.com.

9. Slave Product Features

The Product managed by the Software can be in Master or Slave version.

Users in possession of a Slave Product can operate only through coded files that must be managed by their Master of reference.

A Master User, within their organization, can create ALIEN_id only for their own employees. Therefore, it is forbidden for a Master User to create ALIEN_id in their own organization for their own Slave users in order to allow those Slave users access to the appropriate area of the Alientech Dashboard for file management.

The Slave User cannot use an ALIEN_id of a Master User, nor can the Slave User use an ALIEN_id with access rights to the dedicated area of the Alientech Dashboard for file management.

Any fraudulent use may cause the immediate inoperability of Product, Software, and your ALIEN_id.

In the event that a Slave User wishes to transfer the management of its files to a different Master, they must ask the current Master to send a written waiver to Alientech srl, through the channels agreed between the Master and Alientech srl. In the absence of such waiver, Alientech srl cannot proceed with the change.

10. Updates

When you run the Software, it will automatically search and propose the available updates, which may take the form of, but not limited to:

- Improvements or enhancements of the Software or Online Resources
- New settings or advanced features
- Changes to existing features
- Completely new versions of the Software or new Software modules
- Bug fixes
- Enhancements of security procedures
- New vehicles and new ECU supported
- New accessories
- Updates / implementations of already existing protocols
- New protocols (as long as your subscription is valid)

It is therefore important to keep Product and Software updated to the latest version, so as to ensure the security of operations and make full use of the Product and Software features.



ALIENTECH SRL MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT AND/OR THE SOFTWARE AT ANY TIME.

11. Online Resources and Web Services

Software and Product have Online Resources that require constant data transmission to and from Alientech srl servers, therefore the Product works only if your computer is connected to the Internet.

Furthermore, for security reasons, the Product only works in the country indicated during registration. If you need to operate in a different Country, contact Alientech Technical Support Service through the Help Desk. You can enable up to a maximum of five (5) different countries simultaneously.

Alientech srl also provides its Users with access to a variety of Web Service related to the use of the Product.

The Internet connection costs for the provision of the Online Resources, necessary for the use of the Product, and to use the Web Services are at your expense.

Malfunctions of the Internet connection may affect the proper functioning of the Product or the access to the Web Services and may not be attributable to Alientech srl.

The Web Services provided by Alientech srl are subject to additional terms and conditions. You can revise this additional terms and conditions relating to the various Web Services offered by Alientech srl on the Legal page of the website www.alientech-tools.com.

Access to or full use of the Web Services and the Online Resources offered by Alientech srl may be subject to subscription or usage limits.

Web Services are available only in some languages.

12. Access rights to the Web Services and use of the Online Resources

In accessing the Web Services or using the Online Resources, you agree not to (or permit anyone else to) do or attempt any of the following:

- Access the Web Services using someone else's ALIEN_id.
- Share, disclose, distribute, communicate, transfer, lend, rent or grant, even temporary, the use of Your ALIEN_id to third parties.
- Access or attempt to access any of the Web Services by any means other than through the interface provided by Alientech srl.
- Access or attempt to access any of the Web Services through any automated means (including use of scripts or web crawlers).
- Distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the access to the Web Services for any commercial and non-commercial purpose.
- Remove or alter any copyright, trademark, commercial mark or other proprietary notices, designations, or marks on the Web Services.
- Modify, translate, adapt, arrange, or create derivative works of the Web Services offered by Alientech srl.



- Copy, adapt, decipher, decompile, disassemble, reverse engineer, extract or attempt to extract any source code, algorithm, method, technique, or parts thereof of the Web Services or the Online Resources.
- Interfere with, damage, or disrupt the operation or any security-related features of the Web Services and Online Resources offered by Alientech srl, gain unauthorized access, or restrict or inhibit use by others.
- Use techniques such as "deep-linking," "page-scraping," any robot, spider, or other system, program, methodology, algorithm, or automatic or mechanical procedure, nor similar or equivalent manual processes, to access the Web Services and Online Resources offered by Alientech srl, likely to disrupt or disable or destroy the Web Services, the Online Resources or any content therein available.
- Attempt to breach or circumvent imposed limitations, as well as any technical, administrative, process or security measures of the Web Services and the Online Resources, disrupt or degrade their performance or probe, scan or test their vulnerability.
- Use the Web Services and Online Resources offered by Alientech srl, any feature thereof or any content in a way that could or does violate any law or the rights (including without limitation, the copyright, trademark, patent, trade secret or other intellectual property, proprietary or other rights) of any person, firm or entity or expose Alientech srl, any users or any of Alientech srl partner to legal liability.
- Use the Web Services and Online Resources offered by Alientech srl, any feature thereof or any content in a way that could pose a security risk to the Web Services and Online Resources offered by Alientech srl or to any other user.
- Take actions that cause an unreasonable or disproportionate workload on the Web Services or Online Resources infrastructure.

You also acknowledge that the Web Services may contain information which is classified as confidential by Alientech srl and you shall not disclose such information without Alientech srl prior written authorization.

13. Availability

Alientech srl, constantly committed to improving the services offered, reserves the right to modify, suspend or discontinue the functionality of Software, Product, Web Services and Online Resources offered at any time.

On some occasions, the Software, Web Services and Online Resources may be unavailable due to technical problems or because under maintenance, introduction of new features or for reasons beyond Alientech srl control. Alientech srl make no warranties about the quality, functionality, availability or performance of Software, Product, Web Services and Online Resources.

In particular, Alientech srl shall not be held liable if the use of Software and Product or the accessibility to the Web Services or Online Resources may be unavailable or interrupted due to your Internet service provider or in case of unforeseen circumstances, force majeure or causes beyond Alientech srl control, such as, but not limited to, strikes, riots, earthquakes,



acts of terrorism, civil commotion, organized sabotage, chemical and / or bacteriological events, pandemics, war, floods, power failures, interruption of the Internet or third party Internet connections or infrastructure, measures required by the competent authorities on the subject or inadequate or non-compatibility of facilities, hardware and/or equipment or software or network used by you.

Alientech srl reserves the right to do any of the following, at any time and without notice, to:

- 1) Modify, suspend, discontinue, or terminate operation of or access to the Web Services and Online Resources, or any portion thereof, for any reason, without prior notice.
- 2) Modify or change the Software, Web Services, Online Resources or portions thereof and any policies or conditions relating thereto.
- 3) Interrupt the operation of Software, Product, Web Services and Online Resources or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, introduce new features or services, or make other changes.
- 4) Limit the availability of the Web Services and Online Resources, in whole or in part, to any person, for any purpose, and to any geographic area or jurisdiction, at any time and in Alientech srl sole discretion.

Alientech srl reserves the right to deny access to the reserved area of the Alientech Dashboard and/or other platforms connected to it, in its sole discretion and without notice in case of violation of these Terms of Use or other additional agreements or guidelines that may be required for the use of the Web Services.

Alientech srl reserves the right to deny access to the Web Services in its sole discretion and without notice for the following causes, but not limited to:

- 1) Your violation of this Agreement.
- 2) Suspension or substantial modification of the Web Services offered.
- 3) Activities from you that may affect the security or operation of Software, Product, Web Services and Online Resources or the features therein offered.
- 4) Theft of Your ALIEN_id access credentials, whether suspected or detected.
- 5) Technical difficulties, sudden problems or for reasons beyond Alientech srl control.

Alientech srl also reserves the right, at its sole discretion, to cease supporting Software and Product or providing updates, technical support and related Web Services, based on any obsolescence.

14. Security measures

You acknowledge and agree that Alientech Srl may monitor any activities carried out by You while using Software and Product, in order to ensure the quality of, and improve, its products and services, and ensure Your compliance with these Terms of Use.

Alientech srl also conducts periodic audits of Web Services and Online Resources offered to its customers.

In the event of suspected or detected abuse or fraudulent actions, or violation of applicable provisions of law or breach of these Terms of Use, Alientech srl may, at its sole discretion



and without prior notice, take the following actions for its own protection and that of its customers or third parties, and you agree to waive any right to indemnity or compensation or right to a refund:

- Suspension or termination of the ALIEN_id account, either be an Organization account, a User account or both, as well as access to the Web Services or provision of the Online Resources provided.
- Report to the appropriate authorities.

In the event that the fraudulent action can be attributed to the use of counterfeit hardware and / or software, Alientech srl will restore the use of the Online Resources and Web Services after receiving proof of the cancellation of the software and regularization of your position, without prejudice to Alientech srl's right to claim compensation for any further damages incurred.

Alientech srl will have no liability to You, Your customers or any third party for any eventual period of suspension and a suspension shall have no effect on these Terms of Use.

Furthermore, Alientech Srl has the right to seek appropriate compensation, obtain injunctive or other equitable relief in addition to all legal remedies, for irreparable commercial damage caused to Alientech srl by the abuse or fraudulent actions of the User or the Organization.

15. Notices

In the event that Alientech srl needs to contact you about these Terms of Use, Product, Software, related Web Services or your ALIEN_id account, you agree to receive notifications by email. You also acknowledge the full validity of such notifications and communications sent in electronic format and agree that they meet any applicable legal notice requirements.

Alientech S.r.l. a socio unico has its place of business at via Dei Cordari, 1 – 13039 Trino (VC) – Italia.

Any complaints or communications shall be sent to that address by registered mail with return receipt, or by e-mail at legal@alientech.to.

Communications and complaints sent to a different address from the ones provided above will not be acknowledged and considered for the purposes of this Agreement.

16. Term and termination

These Terms of Use will become effective on the date you agree to them, i.e. from the installation, access and use of Software and Product.

The term of this contract will extend from the date of your agreement until the first to occur of the following:

- 1) termination of the contract as provided hereunder.
- 2) the date you cease to use Product and Software by uninstalling the Software and discontinuing all use of the Product.



Breach of one of the provisions of articles: 6) Contents and property rights, 8) ALIEN_id account, 12) Access Rights to the Web Services and use of the Online Resources and 13) Availability, constitutes serious violation of these Terms of Use and gives Alientech srl the right to terminate this Agreement if you, upon receiving written notice of default, do not comply with the provisions of these Terms of Use within 10 (ten) days from receipt of the communication.

Furthermore, you agree that Alientech srl will not be liable to you or any third party for any damage or disservice resulting from the termination of your contract arising from breach or violation of the provisions of these Terms of Use.

As of the date of termination of this Agreement, Alientech srl reserves the right to manage the Slave Users associated with Your KESS3 Master account.

Upon any termination of these Terms of Use for any reason, you must immediately cease using Software and Product. Upon termination Alientech srl will have the right to immediately deactivate your ALIEN_id account and suspend access to the Web Services.

The following articles will survive the termination of this Agreement: 3) User Responsibilities, 5) Limitations of liability and Indemnity, 17) Governing Law, Dispute resolution and Forum and 18) Ineffectiveness and waiver exclusion.

17. Governing Law, Dispute resolution and Forum

This Agreement shall be governed by and construed in accordance with the laws of Italy. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded and does not apply to this Agreement.

All matters not expressly provided under this Agreement shall be governed by and construed in accordance with the laws of Italy.

Any controversy or dispute that may arise out of the application, interpretation, execution, validity and violation of this Agreement will be subject – unless otherwise provided by mandatory law – to the venue of the court of Your place of residence, if You are to be considered "consumer" in accordance with current legislation, otherwise the exclusive jurisdiction of the Vercelli Court, Italy.

18. Ineffectiveness and waiver exclusion

If for any reason a court of competent jurisdiction finds one or more provisions of these Terms of Use, or portion thereof, to be null or unenforceable, such provision(s) will be limited or eliminated to the minimum extent necessary and replaced by a valid provision that best expresses the intentions of these Terms of Use, so that this agreement shall continue in full force and effect.

Failure to enforce or exercise by Alientech srl any provision of these Terms of Use is not a waiver of such provision, or the right to enforce these Terms of Use; furthermore, any conduct



between you and Alientech srl or any third parties will in no way modify the terms and conditions of these Terms of Use.

No provision of these Terms of Use is intended to confer any right or remedy to third parties.

19. Language

These Terms of Use are translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version shall prevail.

20. Declaration of acceptance

You hereby acknowledge that You have read and understood this Agreement in its entirety and agree to be bound by its terms and conditions, even if signed electronically and not by a physically affixed signature.

You further agree that it is the complete and exclusive statement of agreement between you and Alientech srl, and that it supersedes any previous agreement, oral or written, and any other prior proposal and/or communication in relation to the subject matter of this agreement.

The following provisions are specifically approved pursuant to and in accordance with Article 1341, Paragraph 2 of Italian Civil Code: 3) User Responsibilities, 4) Risks connected do Data Reading or Reprogramming, 5) Limitations of liability and Indemnity, 8) ALIEN_id account, 11) Online Resources and Web Services, 13) Availability, 14) Security measures, 16) Term and termination and 17) Governing Law, Dispute resolution and Forum.