

LICENSE AGREEMENT AND WARRANTY TERMS AND CONDITIONS

IMPORTANT: Please read carefully the terms and conditions of this license agreement before continuing with the installation!

BY USING THIS PRODUCT, YOU CONFIRM YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW.

1 – Preamble. This document (“**DISCLAIMER**”) is a legal agreement between Alientech srl and you (either an individual or a single entity).

2 – Object. This document (“**DISCLAIMER**”) sets off the limitations of the license granted to you by Alientech on the “**PRODUCT**” and the “**SOFTWARE**” therein contained, the warranty granted on both the software and the “**HARDWARE**”, the limitations of liability, and various collateral aspects of the relationship between you and Alientech concerning the Product.

3 – No disassembly. The Product, its Hardware and Software, are licensed as a single whole product, even if it were technically separable into its individual components. Under no circumstances, the product and its individual components can be partitioned for separate use unless it is expressly authorized in this Disclaimer or by the provisions of applicable laws.

4 – Copyright. All rights to the Hardware and Software (including, without limitation, all images, photographs, animation, video, audio, music, text, applet, and update) constituting the Product, the accompanying printed materials, as well as graphical layout of the packaging of the Product, are owned by Alientech and are protected by the Italian and international laws on the subject.

All proprietary documentation provided with the Product (including, but not limited to, user’s guides, instruction and operating manuals) is subject to copyright and may not be copied, photographed, reproduced, translated or reduced to any electronic media or machine-readable form, in whole or in part, without Alientech prior express written permission.

All rights to the Product and what accompanies it, or completes it, that are not specifically granted to you under this Disclaimer are exclusive property of Alientech.

Your use of the Hardware and Software will not give you any rights or claims of any kind on them.

You shall provide your full cooperation, where there was need, in order to ascertain Alientech ownership rights, meeting all obligations and fulfilling all formalities that may be appropriate for a better protection of Alientech rights.

5 – Software License. Alientech *Software* is licensed, not sold. Alientech grants you a non-exclusive and non-transferable license to use the Software together with the Product.

You shall use the Software in accordance with the purpose for which it has been developed and marketed, and in respect of the recommendations of use and technical specifications provided by Alientech, and to the extent set forth in this License.

You are expressly forbidden to sublicense the Software to any third party, for any reason whatsoever, or transfer the use of the Hardware under this Terms and Conditions to any third party, without Alientech prior express written approval.

You are also forbidden to copy, reproduce, distribute, disclose, make available for any reason, or allow the use of the Software, as well as to disassemble, decompile, reverse engineer, alter, in whole or in part, add or embed it into other software except to the extent expressly permitted by the rules in force.

Except for any warranty, condition, representation or imperative term that cannot be excluded or limited by the applicable law in your jurisdiction, Alientech provides the Software/Firmware in its

current condition and potential defects (“*AS IS*”) for the exclusive use provided in and with the Product. Alientech expressly disclaims any other warranty, condition, representation, or term – express or implied – as provided by law, common law, custom, usage or otherwise, including (but not limited to) warranties of integration, marketability, quiet enjoyment, satisfactory quality or fitness for a particular purpose.

Alientech do not warrant and make no representation 1) that the functions included in the Software will meet your requirements, 2) that the operation of the Software will be correct, 3) that the Software will perform uninterrupted or error-free 4) that the Software will not damage any other software or hardware you use 5) regarding the use or the results of the use of the Software in terms of its correctness, accuracy, reliability, or otherwise.

6 – No reproduction. The Software may contain a copy protection technology to prevent unauthorized copying of the Software.

It is illegal to make unauthorized copies of the Software, or circumvent copy protection technology contained in the Software. By agreeing to this Terms and Conditions, you cannot plead you acted in good faith in case of violation of this Disclaimer. In case you need a backup copy of the Software, you may send a request to Alientech, specifying the reasons.

Any backup copy shall remain under the same restrictions as the original copy, as stated in this Disclaimer, and shall be used exclusively for the restoration of the original copy in case of loss or irreparable damage.

VIOLATION OF THESE LICENSE TERMS AND CONDITIONS, AS SET FORTH IN PARAGRAPH 3, 4, 5, AND 6, CAUSES AN IMMEDIATE REVOCATION OF ALL RIGHTS TO USE THE SOFTWARE.

7 – Warranty. Alientech warrants that the Hardware is free from defects in assembly, or any other defect that may be directly attributable to Alientech, for a period of **two years** from the date of purchase, provided that the Hardware is used in accordance with the instructions contained in its technical manuals.

8 – Reporting of defects. You shall report to Alientech, on pain of forfeiture of the Product warranty, any hardware defects covered under warranty within 15 (fifteen) days from their discovery, by registered mail with acknowledgment receipt or by certified e-mail, stating the reasons of your complaint.

You may ask Alientech, at your own choice, the repair or replacement of the product purchased, unless the solution you propose is impossible or too onerous.

Alientech shall repair or replace the Product within a reasonable time and without causing you significant inconvenience.

If repair or replacement are impossible or too onerous, or Alientech has failed to accomplish the repair or replacement within a reasonable time, or has caused you significant inconvenience, you can ask for an adequate price reduction, or rescission of the purchase contract and refund of your money.

Under no circumstances will the amount reimbursed be higher than that paid for the purchase of the product.

A minor defect will not give you, under any circumstances, rights to cancel the purchase contract.

In case of repair or replacement of the Product, the Warranty Period is not extended.

9 – Limitation of liability. Without derogating from the foregoing, Alientech will not be liable to you, under no circumstances, for any loss, damage, claim or cost of any kind, including but not limited to any special, indirect, incidental or consequential damages or loss of profits or earnings resulting from the interruption of your business, personal injury, breach of duty of care, or third

party claims, even if a representative of Alientech has been advised of the possibility of this loss, damage, claim or cost.

The foregoing limitations and exclusions apply to the maximum extent permitted by law in your jurisdiction.

Alientech overall liability, accordingly and conformingly to this Terms and Condition, shall be limited in the event of substantial or material infringement of this agreement, in case of violation of substantial or material terms herein stated.

10 – Exclusions. This warranty does not apply to Products that, upon inspection, Alientech determines it is defective, damaged or nonconforming due to external causes, including - but not limited to - accident, abuse, mishandling, misuse, alteration, negligence, improper installation, problems with electrical power, interference with other hardware or software, usage not in accordance with the information and precautions described in the user's guide and/or documentation provided by Alientech.

11 – Notice. You are hereby notified that the product purchased and any of its accessories **are suitable for professional use only, and are intended only for sports usage, and you also state to possess adequate knowledge of driving.**

Alientech provides you a kit including software and hardware devices that shall be used solely for the tuning of vehicles for competitions or to be used in closed circuit not open to public.

The product allows having access to operating engine management parameters: **the subsequent modification of these parameters may make the vehicle not in line with the requirements and standards of your Country about power, speed and emissions.**

It may also cause a different or greater wear and tear of mechanical and electrical components of your vehicle and could void the warranty provided by the manufacturer/sellers of the vehicle.

Alientech Srl, its subsidiaries and affiliates do not provide warranties of any kind about any extra wear or deterioration of the engine or other electrical or mechanical parts of the vehicle or as to the compliance with exhaust emission standards and regulations required by your Country.

The Product and its accessories supplied by Alientech shall be used only after a thorough reading of the instruction manual and technical documentation given, and only in compliance with guidelines and suggestions.

The products supplied may enable modifying the operation of the vehicle; therefore, the vehicle may have different reactions when compared to standard conditions specified by the manufacturer.

THE GREATER ATTENTION MUST BE PAID WHEN DRIVING A VEHICLE THAT HAS ITS ENGINE PARAMETERS MODIFIED.

IN NO EVENT SHALL THE PRODUCT BE USED TO INFRINGE OR CIRCUMVENT RULES AND LAWS OF YOUR COUNTRY, ON PAIN OF IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT.

By accepting what provided in this license agreement, you declare that any intervention done using the products supplied by Alientech is made for competitions only or use in a closed circuit not open to public, under your full responsibility.

You shall always use the Software and Product with the car parked stationary and engine off. In the event that the Software expressly asks for ignition of the engine, you shall ensure that the handbrake is engaged and the transmission is in neutral position.

12 – Transfer. This Agreement as a whole, as well as the license, the individual rights and powers therein contained are not transferable under any circumstances, for whatever reason, on pain of immediate termination and cessation of all rights provided in this Agreement, without Alientech prior express written consent.

13 – Term and termination. The term of this warranty for the Hardware Product is two (2) years from the date of purchase, resulting from the billing date of the invoice. Every other aspect of the License Agreement is effective until terminated. Both you and Alientech may terminate this Agreement at any time without prior notice. Alientech may immediately terminate your license if you fail to comply with the conditions set out in 3 (three), 4 (four), 5 (five) 6 (six) and 12 (twelve) of this contract.

Upon termination by the parties for any reason, you must immediately cease using the Software and irreversibly erase the Software and all copies that may be in your possession, or which may be at your disposal.

14 – Surviving terms. In the event this Agreement is terminated for any reason, the following provisions shall survive termination and shall remain in full force and effect: 4 (Copyright), 5 (Software License), 9 (Limitations of liability), 11 (Notice), and 15 (Governing Law and Jurisdiction).

15 – Governing Law and Jurisdiction. These License Terms shall be governed by Italian law. All matters not expressly provided under this Disclaimer shall be governed by Italian law. It is expressly excluded the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980.

Any dispute arising out of the interpretation, execution and validity of these Terms and Conditions shall be subject – unless otherwise provided by mandatory law – to the venue of the court of your place of residence, if you are a "consumer" under the current legislation, otherwise the exclusive court of Vercelli, Italy.

16 – Contact information. Alientech srl has its principal place of business at via dei Cordari, 1 – Trino (VC) – Italy.

Any complaints or communications shall be sent to that address, or sent by fax to +39 0161 828099, or by e-mail to infoservice@alientech.to

Communications and complaints sent to a different address from the one provided above will not be taken into account for the purposes of this Agreement.

17 – Language. These Terms and Conditions are compiled in Italian and English. In case of any discordance between the texts, or doubts about their interpretation, the Italian version will prevail.

This Terms and Conditions were last updated on May 25, 2015

You hereby acknowledge that you have read this Disclaimer, understand it, and agree to be bound by it. You further agree that it is the complete and exclusive statement of agreement between you and Alientech, and that it supersedes any previous agreement, oral or written, and any other prior proposal and/or communication regarding the object of this agreement.