



ECM Titanium – Terms of use

1. Preamble

This document governs the use of the ECM Titanium software and its related hardware protection key, as well as rights and responsibilities of the parties.

Consent to these Terms of Use is required to use the ECM Titanium software. The User must therefore read the applicable terms carefully and agree to them before using the software.

2. Definition

For the purposes of these Terms of Use:

- **“Product”** means the ECM Titanium software provided by Alientech srl for the analysis, interpretation and modification of vehicle electronic control unit files, together with its related hardware protection key.
- **“Driver”** means the files created by Alientech srl necessary for indexing and interpreting maps.
- **“Subscription”** means the activation of all services available for the applicable Product version.
- **“ALIEN_id”** means a unique account created to associate the Product with the User 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.
- **“Corporate Group”** means the set of legally autonomous companies subject to the direct or indirect control of the holding company Revfin srl, pursuant to Article 2359 of the Italian Civil Code, including, but not limited to, Alientech France, Alientech Iberica and Alientech UK, as well as any other current or future companies with which Alientech or Revfin srl establish stable contractual relationships.
- **“Alientech Dashboard”** refers to the platform owned and operated by Alientech srl through which Users can access the services and digital products made available by Alientech srl.



- **“Organization”** refers to the legal name, i.e., the fiscal entity of the customer, whether an individual or a company, registered in the Alientech Dashboard. Upon defining a new Organization, an administrator account is simultaneously created, which has the authority to create, on behalf of the Organization, new User accounts with access to and use of the services provided by Alientech srl in the Alientech Dashboard or otherwise made available therein, according to the role defined by the Organization's administrator, including, but not limited to, the Technical Support Service or original file requests. All Users associated with an Organization are deemed authorized to act on its behalf according to their designated roles and permissions assigned.
- **“User”**, refers, depending on the context, to the member of an Organization, identified through the ALIEN_id, to whom the administrator of the Organization has granted access rights to the Alientech Dashboard and to the services connected thereto, as well as authorization to use the Products owned by that Organization, and/or to the Organization itself as the owner of the connected Products. Unless otherwise specified, references to the “User” in these Terms of Use shall be deemed to apply both to the User of the Organization and the Organization.
- **“Agreement”** or **“Terms of Use”** mean these terms and conditions that constitute the agreement between the User and Alientech srl regarding the use of Product and which the Organization and/or the User must accept.
- **“Online Resources”** means the resources and functionality required for the proper operation of ECM Titanium, such as but not limited to security information exchange and downloading of Drivers.
- **“Web Services”** means the services that Alientech srl makes available to its customers through the Alientech Dashboard or through direct connection from the Product, such as, but not limited to, technical documentation, download areas, file request services, Technical Support Service.

3. Acceptance

The use of the 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 the software and use the Product. It is therefore necessary to carefully read the applicable terms and accept them before using the Product.



Use of the Product is conditional upon compliance with and acceptance of this Agreement. It is therefore important to read this contract carefully, as both the User and the Organization will be legally bound by these Terms of Use.

By selecting the " I agree" checkbox, the User:

- a) Declares that they have read and understood this Agreement.
- b) Represents that they are of legal age and capable of entering into a binding agreement.
- c) Accepts these Terms of Use and agrees to comply with and be bound by all their terms and conditions.
- d) If the User is entering into this Agreement on behalf of their Organization, declares and warrants that they have the authority to accept these Terms of Use on behalf of their Organization and to legally bind the Organization to the provisions of this Agreement.
- e) Declares that the Organization on whose behalf they act is the legal owner of the Product. The Organization, therefore, shall be bound by these Terms of Use, including in the event of continued use of the Product by its Users, with such possession and use being deemed implicit ratification of the Agreement pursuant to Article 1399 of the Italian Civil Code.

4. What is subject to these Terms of Use

Alientech srl provides the ECM Titanium software, pre-installed on a hardware protection key, intended only for the tuning of vehicles for competition purposes or uses in racing circuits not open to the public.

5. User Responsibilities

The User agrees (1) to be responsible for use of the purchased Product, as well as the Drivers provided with it and any optional plug-ins, and (2) acknowledges that the Product is suitable for professional use only in limited operating environments.

By accepting what is stated in this document, the User declares, under their full responsibility, that any operation carried out using the Product provided by Alientech srl is performed exclusively for competitions purposes or for use on closed circuits not open to the public.



THE PRODUCT 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 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 LIABILITY FOR THE USER'S USE OR MISUSE OF THE PRODUCT, THE ONLINE RESOURCES OR THE WEB SERVICES, NOR FOR THEIR USE FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY WERE DESIGNED. THE USER ACKNOWLEDGES AND AGREES THAT THEY ARE SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE PRODUCT. WITHOUT LIMITING THE FORGOING, THE PRODUCT IS NOT SPECIFICALLY DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING COMPLIANCE WITH SPECIFIC LAWS OR REGULATIONS GOVERNING THE OPERATION OF MOTOR VEHICLES. The User is solely responsible for knowing and complying with all applicable laws and regulations.

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.

The Product shall be used only after a thorough reading of the User's Guide available in the special area of the Alientech Dashboard 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. THE USER AGREES TO OPERATE VEHICLES TUNED USING THE SOFTWARE AT THEIR OWN RISK.

Under no circumstances should the Product be used for unlawful purposes, or to break or circumvent the laws and/or regulations of the country where the vehicle is used, including provisions on environmental protection, vehicle safety and pollution prevention. The User is solely responsible for knowing and complying with such applicable laws and regulations.



Failure to comply with this provision will result in the immediate termination of this Agreement.

It is strictly forbidden to use the Product to disable, modify or circumvent the operation of emission control systems, safety devices or any other emission-related systems installed by the vehicle manufacturer.

The User acknowledges and agrees that any modification of such systems carried out using the Product is performed solely at their own responsibility. Alientech srl disclaims any liability for any consequences, damages, penalties or violations of law arising from such modifications.

The availability of Product features capable of modifying files relating to electronic control units shall in no event constitute an authorization, approval or encouragement by Alientech srl to carry out modifications that are not permitted under applicable law.

The User acknowledges that they are solely responsible for the use of the Product and agrees to indemnify and hold harmless Alientech srl, its subsidiaries, affiliates and business partners from any liability, claim, penalty, damage or cost (including legal fees) arising from any improper, unlawful or non-compliant use of the Product in violation of these Terms of Use or of applicable law.

6. Limitations of liability and Indemnity

Alientech srl expressly disclaims any liability for any consequence, damage, loss or cost arising from the use of the Product, the Online Resources or the Web Services provided by Alientech srl. The User may use the Software and access the Web Services at their own risk and discretion, and the User shall be solely responsible for any damage to their computer system, or third parties, or for any loss of data arising from the use of the Product and / or access to any Web Service.

ATTENTION: Any modification to the operating parameters of an electronic control unit is inherently risky. It cannot be excluded that, during the operations or as a result of the use of a modified file, malfunctions or damage may occur to the electronic control unit, the vehicle or other components, including as a result of accidental or unforeseeable causes. By using the Product, the User acknowledges and accepts such risk and releases Alientech srl from any liability.

Alientech srl shall not be liable in any way for any damage to the User's vehicle, the vehicles of the User's customers or third parties arising from the use of the Product, including, but not limited to, Product malfunction, hardware or software incompatibility, incorrect use of the



Drivers, failure to comply with the instructions contained in the User's Guide or other technical documentation provided by Alientech srl, errors made by the User in creating or modifying maps, or any other circumstance not attributable to Alientech srl.

Alientech srl does not carry out any prior verification of the technical content of the files processed or modified by the User through the Product and assumes no liability for any effects arising from their use.

In particular, Alientech srl neither verifies nor approves the content of the files processed or modified by the User, nor does it guarantee the correctness of the modifications made to the control unit parameters.

Furthermore, Alientech srl shall not be liable for any damage to the vehicle resulting from the content of the files processed or modified by the User through the Product.

Some control units may not fully correspond to the model researched by Alientech srl to develop the Drivers. Alientech srl shall not be liable to the User or any third party for any damage, injury, loss or claim or cost of any kind and for any reason, arising from such lack of correspondence.

Furthermore, the User agrees that software or hardware variations of the control unit may compromise the proper working of the vehicle, and that Alientech srl has no liability, of any kind, in relation to any damage, injury, loss or claim or cost of any kind, caused to the User or any third party.

To the fullest extent not prohibited by applicable law, in no event shall Alientech srl be liable to the User or any third party for any personal injury or for any damage, loss, claim or cost of any kind whatsoever, including, but not limited to, any incidental, indirect or consequential damages, damages for loss of profits or revenue, loss of data, business interruption or other commercial damages or losses, third-party claims or breach of duties of care, arising out of or relating to the User's use, misuse or inability to use the Product, even if Alientech srl, its subsidiaries, affiliates or any representative of Alientech srl had been advised of the possibility of such damage, loss, claim or cost.

Alientech srl's total liability to the User shall in no event exceed the purchase price paid for the Product to which the claim relates, except where otherwise required by applicable law.

Furthermore, in no event shall Alientech srl be liable to the User or any third party in connection with the use or misuse of the Product by the User in violation or circumvention, whether alleged or not, of any national or international law, regulation, or standard governing



or limiting pollutant emissions, safety, or vehicle homologation, including, but not limited to, the provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq. (1970), the National Ambient Air Quality Standards issued by the Environmental Protection Agency, and any equivalent regulations in force in the European Union or other countries regulating the emissions of hazardous air pollutants.

In the event that Alientech srl is subjected to monetary penalties, fines or any other measures arising from the use or misuse of the Product by the User in violation of any national or international law, regulation or standard regulating vehicle emissions, safety or homologation, the User shall indemnify and hold Alientech srl harmless from any and all consequences, including any monetary penalty, fine, final court judgment (or settlement agreed upon by Alientech srl), as well as all related legal fees and procedural expenses.

The User acknowledges that any modification to the engine or transmission management parameters may affect the vehicle's compliance with the applicable regulations, and assumes full responsibility and all related risks.

The User acknowledges that the Product allows creating, modifying and saving files using freely editable file names and optional descriptive text fields.

The User must avoid entering in file names, descriptions or other text fields any information that may identify natural persons, including, but not limited to, names, license plates, addresses or any other personal data that may allow the identification of an individual.

It is understood that Alientech srl does not carry out any checks on file names, descriptions or content entered by the User, nor does it have any right or interest in identifying any potential owners of such data.

The User is and remains solely responsible for any information entered in the files created, modified or stored through the Product.

7. 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 some or all the rights to the images and other copyrighted content in the Product and in the User's Guide. 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 prior written authorization.

The User acknowledges that the Product, Drivers, Web Services, Online Resources and their related functionalities may include operating logics, technical information, application solutions and operating methods developed by Alientech srl, constituting proprietary know-how and confidential business information, and undertakes not to disclose, reproduce, extract, use, or allow their use for purposes other than the legitimate use of the Product, the Drivers, the Web Services and the Online Resources.

The User is expressly forbidden to translate the software, User's Guide and Operating Manuals except with Alientech srl prior written authorization.

The User is also prohibited from making the Product available through mirrors or host services or otherwise allowing third parties to use the Product via remote access.

The User shall not use software, devices, scripts, macros, automated processes or other tools that simulate or automate human behavior to access, use or interact with the Product or its functionalities, unless expressly authorized in writing by Alientech srl.

The User shall not access or attempt to access the Product, the Online Resources or the Web Services by means other than the interfaces and procedures made available by Alientech srl, nor circumvent or attempt to circumvent any technical, operational, administrative or security limitations.

8. Product registration and activation

The software requires the User to register the Product in the Alientech Dashboard, associating it with the User's ALIEN_id. Failure to register the Product results in the impossibility of using the Product.

The Product must be registered exclusively by the User who will use the Product, by associating it with the relevant ALIEN_id. It is prohibited to register the Product by associating it with the ALIEN_id of any party other than the User or the Organization that will use the Product.

Any fraudulent use may result in the immediate blocking of the Product, as well as the suspension of the relevant ALIEN_id account, whether belonging to the User or the User's Organization, the suspension of the Web Services associated with the Product, and any other technical or administrative measures deemed necessary by Alientech srl, including the blocking of access to the Online Resources. If the Organization's ALIEN_id account is



suspended, the suspension shall also apply to the ALIEN_id accounts of all Users within the Organization.

In case of transfer of the Product to third parties, the User agrees to contact Alientech srl before delivering the tool, so that access to the User's personal information is inhibited, preventing any misuse, and the new owner can register the Product in their name.

Transfer of the Product to third parties does not grant the new transferee any right to use the related services intended for the legitimate use of the Product, such as but not limited to, 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 such services, they shall contact Alientech srl directly and bear the related costs for the services offered.

9. ALIEN_id account

Creation of an ALIEN_id account requires the use of a complex, unique and personal password associated with the User's e-mail address (which, together, constitute the Login Credentials).

The User agrees to take all appropriate security measures to maintain and carefully guard the Login Credentials of the User's ALIEN_id necessary 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. The User also agrees not to share, disclose, distribute, communicate, transfer, or otherwise lease the User's 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 their Login Credentials or in any case through the User's ALIEN_id account.

The User hereby declares 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 good faith in their defense.

The User is entirely responsible for maintaining the confidentiality of the Login Credentials to their ALIEN_id account and for any and all activity that occurs via their account.

The User agrees to notify Alientech srl immediately of any unauthorized use of their ALIEN_id account or their Login Credentials, or any other breach of security. The User may be held liable for losses incurred by Alientech srl or any other user due to someone else using their ALIEN_id account.



The User 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 the User failure to comply with these obligations.

When creating an ALIEN_id account, the User represents and warrants their registration data are true, current, complete and accurate and that they are at least 18 years of age. In particular, to ensure the security of the account, the User agrees:

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

Furthermore, the User agrees not to use their 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.

10. Data storage

The Product allows storing files and data. The User should make periodic backup copies of the information contained in the Product's storage media to protect the contents and as a precaution against possible operational failures.

Alientech srl does not provide a cloud service or automatic data backup and/or recovery procedures and cannot be held liable for deletion or loss of files or data stored on the Product's storage media in the event of failures or malfunctions.

11. Drivers

Drivers cannot be used for purposes other than those for which they are provided.

Alientech srl grants the User a personal, non-exclusive, non-sublicensable and non-transferable license to use the Drivers to edit modified files. Drivers are provided "as is"



and/or “as available”. For more information, refer to the Software License available on the official website of Alientech srl.

12. Product versions

The Product can be activated in Full, Full Promo or Credit version.

The Full version is subject to the purchase of a Subscription, in accordance with the prices and payment terms set out in the Alientech price list in force. During the validity period of the Subscription, the User may access the services available for that version, including, by way of example and without limitation, downloading Drivers, requesting original files, requesting the creation of new Drivers and updates to existing Drivers, within the applicable usage limits.

The Full Promo version offers the same functionalities as the Full version and is subject to the purchase of a Subscription under the same conditions applicable to the Full version.

The Full Promo version may be purchased by a User who, at the time of purchase, owns an Alientech Master Tool with an active Subscription, duly registered to the same ALIEN_id, or who simultaneously purchases an Alientech Master Tool and the relevant Subscription.

Should the User request the removal of the association between the Full Promo version of the Product and the Alientech Master Tool registered to the same ALIEN_id, the User shall be required to pay the price difference between the Full version and the Full Promo version as set out in the Alientech price list in force.

The Credit version is not subject to the purchase of a Subscription and allows Drivers to be downloaded through the use of prepaid credits, which may be purchased in accordance with the prices and payment terms set out in the Alientech price list in force.

Failure to renew the Subscription shall not prevent the use of the Product or of the Drivers already downloaded and stored in the Product. Drivers previously downloaded may be downloaded again without the use of credits, provided that they have not subsequently been updated. To download Drivers not stored in the Product or updated versions of previously downloaded Drivers, the User shall use prepaid credits. The services reserved for versions with an active Subscription shall not be available, except as otherwise provided by the applicable commercial terms.

The download of Drivers, requests for original files and requests for the creation or updating of Drivers may be subject to different quantitative and time-based limits depending on the Product version. Such limits may be modified by Alientech srl from time to time for technical,



security, service management or abuse prevention purposes and shall be communicated according to the procedures established from time to time by Alientech srl.

13. Updates

When the software starts, 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
- 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

To ensure the security of operations and the proper functioning of the Product, the software must be kept updated to the latest available version.

ALIENTECH SRL RESERVES THE RIGHT TO MAKE IMPROVEMENTS, UPDATES AND MODIFICATIONS TO THE PRODUCT, THE SOFTWARE AND THEIR RELATED FUNCTIONALITIES AT ANY TIME.

14. Online Resources and Web Services

The software works only if the Product is connected to the computer but does not require an Internet connection. **However, without an active Internet connection the downloading of the Drivers is not possible.**

Alientech srl provides its users with access to a variety of services on its web sites (the “Web Services”), including, but not limited to, technical documentation, download areas, file and drivers request services, and Technical Support Service.

The Internet connection costs for downloading Drivers and to use the Web Services are at User’s expense.

Malfunctions of the User’s 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. The User can review these additional terms and conditions relating to the various Web Services offered by Alientech srl available on the official website of Alientech srl.

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

Web Services are available only in some languages.

15. Access rights to the Web Services

In accessing the Web Services, the User agrees not to (or permit anyone else to) do or attempt any of the following:

- 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;
- Decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Web Services;
- Interfere with, damage, or disrupt the operation or any security-related features of the Web Services offered by Alientech srl, gain unauthorized access, or restrict or inhibit use by others;
- Use any robot, spider, or other system, device or mechanism to access the Web Services offered by Alientech srl, likely to disrupt or disable or destroy the Web Services or any content therein available;
- Use the Web Services 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 offered by Alientech srl, any feature thereof or any content in a way that could pose a security risk to the Web Services offered by Alientech srl or to any other user.

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

16. Availability of the Web Services

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

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

In particular, Alientech srl shall not be held liable if the accessibility to the Web Services may be unavailable or interrupted due to the User 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, natural disasters, 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 used by the User.

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

- 1) Modify, suspend or terminate operation of or access to the Web Services, or any portion thereof, for any reason, without prior notice;
- 2) Interrupt the operation of the Web Services or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes;



- 3) Limit the availability of the Web Services, 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) suspension or substantial modification of the Web Services offered;
- 2) activities from the User that may affect the security or operation of Web Services or the features therein offered; or
- 3) technical difficulties, sudden problems or for reasons beyond Alientech srl control.

17. Security measures

The User acknowledges and agrees that Alientech Srl may monitor any activities carried out by the User while using Product, Web Services and Online Resources in order to ensure the quality of, and improve, its products and services, and ensure the User 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, violation of applicable legal 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 to protect itself, its customers or third parties, without the recipient of such measures – whether a User or their Organization – having any right to indemnity or compensation or right to a refund:

- Suspension or termination of the ALIEN_id account of the User involved in the conduct in question, as well as suspension of access to the Web Services and of the provision of the associated Online Resources and, at the sole discretion of Alientech srl, also suspension or termination of the Organization to which the User belongs. In such case,



the suspension or termination shall also apply to the ALIEN_id accounts of all Users within the Organization.

- 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 Web Services after receiving proof of the cancellation of the software and regularization of the User's position, without prejudice to Alientech srl's right to claim compensation for any further damages incurred.

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

In addition, Alientech srl shall be entitled to seek appropriate compensation and any other equitable relief provided by law, in addition to all available legal remedies, for irreparable commercial damages caused by abuse or fraudulent conduct by the User or the Organization. Alientech srl also reserves the right, in its sole discretion and without prior notice, to suspend or block the use of the Product, Web Services, Online Resources, and/or ALIEN_id account involved.

18. Notices

In the event that Alientech srl needs to contact the User about these Terms of Use, Product, related Web Services or the ALIEN_id account, the User agrees to receive notifications by email. The User also acknowledges 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.

19. Suspension of the Product use in the event of payment default

Where the Organization is in default with respect to due monetary obligations directly connected with the purchase, activation, renewal, management or use of the Product, Alientech srl reserves the right to temporarily suspend, in whole or in part, the functionalities



of the Product, the ALIEN_id accounts associated with the Organization and access to the related Web Services.

Suspension may be applied where the default concerns obligations accrued towards Alientech srl, companies belonging to the same Corporate Group under the direction and coordination of Revfin srl or, where legally permitted, authorized dealers, provided that such obligations relate to the Product or to services associated therewith.

Where a suspension or blocking request is submitted by a company belonging to the Corporate Group or an authorized dealer due to the alleged default in payment of its customer in relation to Alientech Products, Subscriptions or services, the creditor shall provide Alientech srl with appropriate documentation evidencing the default, including copies of unpaid invoices relating to the relevant Products, Subscriptions or services, accounting records evidencing non-payment, and copies of notices of default or payment reminders sent to the customer. It is understood that Alientech srl reserves the right to independently assess, on a case-by-case basis, whether to adopt any measures with respect to the customer concerned.

Suspension may be applied following written notice to the Organization, indicating the default complained of and inviting the Organization to regularize its position within an appropriate period specified in such notice. Where the default relates to obligations owed to a company belonging to the Corporate Group or to an authorized dealer, the request for suspension may be submitted to Alientech srl only after the creditor has first notified the customer in writing of the alleged default and granted the customer a reasonable period of time to remedy such default.

Where the Organization fails to make the payment due or provide adequate documented justification within such period, Alientech srl may proceed with suspension until the debt position has been regularized.

Alientech srl shall fully restore the suspended functionalities once regularization of the position has been verified. In the case of requests submitted by a company belonging to the Corporate Group or an authorized dealer, the suspended functionalities shall be restored once Alientech srl has received confirmation from the creditor that the customer's position has been regularized.

It is understood that suspension constitutes a temporary and proportionate measure aimed at protecting contractual balance, without prejudice to any further contractual or legal remedies that may be applicable.



20. Blocking of the Product in the Event of Loss, Theft or Irreparable Damage

An Organization may request that Alientech srl temporarily block a Product in the event of its loss, theft or irreparable damage. Such request may be submitted directly by the Organization owning the Product or, on its behalf, by a company belonging to the Corporate Group or an authorized dealer that supplied the Product.

In the event of the loss or theft of the Product, the Organization owning the Product shall promptly notify Alientech srl, either directly or through its authorized dealer or the competent company belonging to the Corporate Group, in order to enable the Product to be blocked and prevent its unauthorized use by third parties. Alientech srl shall not be liable for any use of the Product by third parties occurring prior to the submission of the blocking request.

The request for blocking shall be accompanied by the documentation required by Alientech srl to substantiate the circumstances justifying the request. Alientech srl reserves the right to independently assess, on a case-by-case basis, the documentation received, request additional documentation where deemed necessary, and reject the request where the documentation is manifestly insufficient, inconsistent or otherwise unsuitable to justify the requested blocking.

Once the blocking has been implemented, the Product and access to the related Web Services and Online Resources may be suspended, in whole or in part, to the extent necessary to prevent their use by third parties.

The blocking constitutes a temporary measure and may be revoked only upon request of the same person who requested its activation, subject to Alientech srl verifying the legitimacy of the request for unblocking.

Where, following the blocking, the transfer of the activations associated with the Product to another Product is requested and completed in accordance with the procedures made available by Alientech srl, the blocking of the original Product shall become permanent and may no longer be revoked.

Should the Product be recovered after it has been blocked, the Organization owning the Product shall promptly notify Alientech srl, the authorized dealer or the company belonging to the Corporate Group that requested the blocking, in order to enable the evaluation of the request for unblocking. The User acknowledges and agrees that unblocking shall in no event be possible where, in the meantime, the activations have been transferred to another Product.



21. Violation of these Terms of Use

Alientech srl reserves the right to suspend or prohibit, even permanently, the use of the Product, the Online Resources, the Web Service and the ALIEN_id accounts, as well as to prevent any future use thereof, at its sole discretion and without prior notice in the event of any violation of the terms and conditions of this Agreement by the User or the Organization, without prejudice to the specific procedures set out in these Terms of Use for cases of suspension, blocking or termination of the contractual relationship.

The User further acknowledges and agrees that any violation of these Terms of Use constitutes illegal action and abusive conduct, liable to cause Alientech srl irreparable harm for which monetary compensation would be inadequate; therefore, the User authorizes Alientech srl to obtain any relief deemed necessary or appropriate under such circumstances. Such remedies shall be in addition to any other remedies available to Alientech srl at law or in equity.

For each violation of any of the provisions of these Terms of Use, the Organization will be required to pay a penalty of euros 5,000.00 (five thousand) without prejudice to indemnity for any greater damage suffered.

In the event that Alientech srl takes legal action against the Organization as a result of a violation of these Terms of Use, Alientech srl has the right to request, and the Organization agrees to pay, reasonable legal expenses and costs related to such action, in addition to any other remedies available under applicable law or these Terms of Use.

Alientech srl shall have no liability to the User, the Organization, its Slave users, or any third party for any consequences resulting from interruption of access to the Encoding Portal as a result of a violation of these Terms of Use by the User.

Alientech srl shall not be liable to the User, the Organization, its Users or any third party for any consequences arising from the suspension, revocation, blocking or restriction of the use of the Product, the Online Resources, the Web Services or any ALIEN_id account resulting from a violation of these Terms of Use.

22. Term and termination

These Terms of Use will become effective from the date of acceptance by the User.

The term of this Agreement will extend from the date of acceptance by the User until it is terminated according to the terms provided below.



Either party may terminate this Agreement by giving written notice to the other party at one of the contact details specified in Article 18) Notices, with at least thirty (30) days' prior notice.

Breach of one of the provisions of the Articles: 7) Contents and property rights, 9) ALIEN_id account, 15) Access Rights to the Web Services, 16) Availability of the Web Services and 17) Security measures, constitutes serious violation of these Terms of Use and gives Alientech srl the right to terminate this Agreement if the User and/or the Organization, 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.

Alientech srl reserves the right, at its sole discretion, to suspend or discontinue the distribution, support, release of updates or development of the Product, the Online Resources, the Web Services associated therewith, or any part thereof, at any time and without prior notice. Alientech srl shall in no way be liable to the User, the Organization or any third party for any suspension or discontinuation of the Product, the Online Resources or the Web Services.

Furthermore, the User acknowledges and agrees that Alientech srl shall not be held liable to the User or any third party for any damage or disservice resulting from the termination of contract arising from breach or violation of the provisions of these Terms of Use by the User and therefore accept to indemnify Alientech srl in this regard.

Upon termination of these Terms of Use for any reason, use of the Product must cease immediately. In such case, Alientech srl shall have the right to immediately deactivate the User's ALIEN_id account and, where necessary, the accounts associated with the relevant Organization, and to suspend access to the Web Services.

This Agreement shall be deemed terminated without any need for notice in the event of bankruptcy, insolvency, failure, composition with creditors, or any insolvency proceeding to which either party is subjected.

The following articles will survive the termination of this Agreement: 5) User Responsibilities, 6) Limitations of liability and Indemnity, 7) Contents and property rights, 9) ALIEN_id account, 17) Security measures, 23) Governing Law and Jurisdiction and 25) Severability, Waiver, and Language.



23. Governing Law and Jurisdiction

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 place of residence the Organization, if it is to be considered "consumer" in accordance with current legislation, otherwise the exclusive jurisdiction of the Vercelli Court, Italy.

24. Personal Data Protection and Communications Related to the Product

Alientech srl informs the User that the processing of personal data connected with the use of Product, Web Services and Online Resources is carried out in accordance with the privacy notice available on the official website of Alientech srl.

Alientech srl may also use the e-mail address associated with the User's ALIEN_id account to send communications related to the proper use of the Product, Subscription renewals, technical updates, the development of new features or the launch of similar or complementary products and services.

Such communications are considered an integral part of the contractual relationship and are sent without requiring the User's specific consent.

25. Severability, Waiver, and Language

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 the User, their Organization 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.

These Terms of Use are translated from Italian solely to meet local requirements and for informational purposes only. In the event of any discrepancy between the Italian version and any translated version, or in the event of any doubt regarding their interpretation, the Italian version shall prevail.

26. Declaration of acceptance

The User hereby acknowledges that they have read and understood this Agreement in its entirety and agrees to be bound by its terms and conditions, even if signed electronically and not by a physically affixed signature.

The User further agrees that these Terms of Use are the complete and exclusive statement of agreement between the User 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.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the User declares that they have read, understood and specifically approved the following provisions: 5) User Responsibilities, 6) Limitations of liability and Indemnity, 8) Product registration and activation, 9) ALIEN_id account, 10) Data storage, 14) Online Resources and Web Services, 15) Access rights to the Web Services, 16) Availability of the Web Services, 17) Security measures, 19) Suspension of the Product use in the event of payment default, 20) Blocking of the Product in the Event of Loss, Theft or Irreparable Damage, 21) Violation of these Terms of Use, 22) Term and termination and 23) Governing Law and Jurisdiction.

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