

Technical Support Terms of Service

1. Introduction

This document sets out the guidelines and conditions relating to the modes of delivery of the Technical Support Service provided by Alientech S.r.l. (hereinafter “Alientech srl”) to its customers.

CAUTION: PLEASE REVIEW THESE TERMS OF SERVICE CAREFULLY. BY FORWARDING A REQUEST FOR TECHNICAL SUPPORT, YOU ACCEPT AND AGREE TO THE TERMS SET FORTH BELOW.

Alientech srl offers its customers the access to technical support resources, for the products listed below:

- KESSv2 Master
- KESSv2 Slave
- K-TAG Master
- K-TAG Slave
- ECM Titanium
- Powergate3+
- Data Bank

2. Access to Technical Support Service

Before submitting a request for the Technical Support Service, you should make every reasonable effort to solve the problem through the technical documentation (operating manuals and user’s guides) made available by Alientech.

You can obtain the Technical Support Service by accessing Alientech support resources online through our Help Desk at <https://databank.alientech.to/ticket/>.

The Technical Support Service is provided in Italian and English only.

Each request for Technical Support Service forwarded through the Help Desk is assigned an automatic sequential number: this number identifies the request and will be used for all communications concerning such request.

The priority of the Tickets received by the Technical Support Service is automatically assigned, based on the date and time of receipt.

You will be notified by email, at the address associated with your Customer Code (available in the *Your Profile* section of Alientech Data Bank), of each update made to this Ticket.

Please do not open more than one Ticket for the same issue on the same Product, to avoid confusion and delays in providing the service. However, you must open a Ticket for each new problem found on the same Product.

3. Customer Responsibilities

To obtain Technical Support Service, you are required to provide all the necessary diagnostic information, including, but not limited to:

- Your Customer Code.
- The serial number of the Product for which you need support.
- Description and identification data of the vehicle and / or the ECU on which you are working.
- A brief but detailed description of the problem occurred.
- Screenshot of the error displayed by the software or, failing that, text of the displayed error message.
- Detailed list of the operations made, the steps taken before the problem occurred and any actions taken to solve this problem.
- Photo of the ECU on which you are working, and the connections made on the ECU, where appropriate.
- LOG file of the tool, where appropriate.

Our operators are not able to check for any mistakes / omissions in the information you provide. Therefore, you are liable for any consequences resulting from such mistakes / omissions.

4. Days and hours of provision of the Service

The Technical Support Service is provided by Alientech srl exclusively during our business hours, namely from Monday to Friday, from 8:30AM to 12:30PM CET and from 2:00PM to 6:00PM CET.

The Technical Support Service will not be available in the event of vacations, national holidays or in case of extraordinary maintenance operations.

In the event of vacations or national holidays closings, it will be possible to access the Help Desk only to consult the status of open Tickets, but you will not be allowed to answer or open new ones, while in case of extraordinary maintenance the Help Desk will not be accessible at all.

Alientech srl will strive to provide at least twenty-four hours' notice for extraordinary maintenance. Vacation and holidays closings will be specified well in advance.

Communications relating to Alientech srl closing days and, consequently, of the Service, either ordinary and extraordinary, will be notified through special alerts in the Alientech Data Bank and the Help Desk.

Under no circumstances Alientech srl can be held liable for any damaging consequences of any nature, resulting from the closing periods of the Service. We therefore invite you to carefully verify the working hours and alerts.

5. Remote access Technical Support Service

Alientech srl can provide the Technical Support Service in a remote-control session online by using the free TeamViewer software, when needed. In this case, Alientech srl will be able to gain access, control and acquire information on your computer by installing and using this remote access software. By installing and using the TeamViewer software, you authorize Alientech srl to provide the Technical Support Service in remote access.

To obtain a remote control session, you need to download the TeamViewer software from the Software section of our Data Bank at <https://databank.alientech.to>. Please do not download the TeamViewer software from other sites available on the web, as different versions of the software are not compatible and could make impossible the provision of technical support in remote access.

All the remote access software files, or parts of them, can remain in your computer after the remote control session has ended. The rights on the remote access software and all intellectual property rights included in the software are the property of TeamViewer GmbH. The use of this remote access software is subject to the application of the license terms of TeamViewer GmbH.

Username and password are generated automatically and randomly from the remote access software and must be communicated through our Help Desk to the operator of the Technical Support Service in charge of your Ticket.

During the provision of Technical Support Service in remote access, Alientech srl can browse, verify and collect only the information on your computer that Alientech srl considers to be reasonably necessary in order to analyze and provide assistance for the support requested. Alientech srl recommends you close all files and applications that are not strictly relevant to the assistance needed. The remote access software or your computer features enable you to put an end to the Support Service session in remote access at any time.

Important note: If during the remote access session, and in reason of this remote access, Alientech srl should find in your computer counterfeit and / or modified copies of Alientech software or parts of it, even if not used, or tools aimed to remove software protections or make unauthorized duplication, Alientech srl reserves the right to suspend any service provided to you, and will invite you to provide a justification. Depending on the outcome of these justifications, Alientech srl may report the fact to the competent authorities.

6. Risks of data loss or damages related to the remote access Technical Support Service

We strongly recommend you make a backup copy of all your programs, software, files, and data on your computer before starting a remote access session. You make a warranty that this backup copy has been correctly performed before the remote access session takes place, and agree that Alientech srl is not responsible or can be held liable for all risks of loss of data or damages to programs, software, files and data present on your computer at the time of the remote access session.

7. Obligation to achieve results

In providing the Technical Support Service, Alientech srl assumes an obligation to make best efforts and not to produce the promised results. Alientech srl technicians will undertake with the utmost diligence to look for a solution to the problem reported, compatible with Alientech srl technical resources available at the time and according to our best knowledge and experience. Alientech srl cannot guarantee that for every problem you report we can always find the best solution or that this is technically possible.

8. Response times

Alientech srl will make any reasonable effort to reply to a Technical Support request within a reasonable time, to the availability of personnel and technical resources, without ensuring the effective response within a specific period of time.

9. Current version

Unless otherwise stated, all Supported Products must be updated to the latest version.

10.Exclusions

Unless otherwise stated, Alientech srl is not obliged to provide Technical Support Services for problems arising from:

- Use of the product not in line with the information and precautions described in the user's guides and / or other technical documentation provided by Alientech.
- Use of a computer system incompatible with the Product.
- Issues derived from your Internet connection, network configuration, improper installation, virus or malware present on your computer, power supply problems, or interference with other hardware or software systems.
- Damage to the computer on which you installed the management software of the Supported Product.
- Problems on lost or stolen products, except for the reporting of the loss or theft.

11.Personal data protection

You hereby declare to be aware that Alientech srl needs to collect, process and use your data in order to provide the Technical Support Service and authorize Alientech srl and its employees in charge of the assistance to the processing of your data, solely and exclusively to the extent and for the proper provision of the Technical Support Service. Alientech srl will store and use your information in accordance with Alientech Privacy Disclosure available at www.alientech-tools.com/legal.

12.Limitation of Warranty

The general conditions contained herein constitute the full extent of Alientech srl obligations and responsibilities in relation to the services provided for in this document. Alientech srl makes no warranty, express or implied, in addition to those that may be made explicit in this document.