ALIENTECH®

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: Your consent to these Terms of Service is required in order to access the Technical Support Service. You must therefore read the applicable terms carefully and accept them before using the service.

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

Currently manufactured and updated Products:

- KESS3 Master
- KESS3 Slave
- ECM Titanium
- Powergate
- Dashboard

Discontinued and no longer updated Products, but still supported at technical assistance level:

- KESSv2 Master
- KESSv2 Slave
- K-TAG Master
- K-TAG Slave
- Powergate 3

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://support.alientech.to.

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.

Alientech s.r.l.– Via dei Cordari 1, 13039 Trino (VC). Italia
Tel. +39 0161.801025 – Fax +39 0161.828099 – info@alientech.to – www.alientech-tools.com
P.IVA IT02007510023 Cap. Soc. € 10.329,14 – Registro Produttori AEE IT10120000006984

ALIENTECH®

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 ALIEN_id, 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:

- 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/CEST and from 2:00PM to 6:00PM CET/CEST.

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 the Help Desk.

Alientech s.r.l.– Via dei Cordari 1, 13039 Trino (VC). Italia
Tel. +39 0161.801025 – Fax +39 0161.828099 – info@alientech.to – www.alientech-tools.com
P.IVA IT02007510023 Cap. Soc. € 10.329,14 – Registro Produttori AEE IT10120000006984

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, 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 remote access software, you authorize Alientech srl to provide the Technical Support Service in remote access.

To obtain the Technical Support Service in remote access, you must use a remote connection software, which will be provided directly by the Support operator within the Ticket. We strongly recommend using only the file or the link provided, as unauthorized versions or files downloaded from external sources may make the provision of technical support in remote access impossible.

All files of the remote access software, or parts thereof, may remain in your computer after the Support Service session has ended. The use of the remote access software is subject to the application of the license terms of the third-party provider who distributes it, whose intellectual property rights remain exclusively vested in that provider.

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 listed in Article 1) Introduction must be updated to the latest available 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, operating manuals 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 Notice available at www.alientech-tools.com/legal.

Alientech s.r.l.– Via dei Cordari 1, 13039 Trino (VC). Italia
Tel. +39 0161.801025 – Fax +39 0161.828099 – info@alientech.to – www.alientech-tools.com
P.IVA IT02007510023 Cap. Soc. € 10.329,14 – Registro Produttori AEE IT10120000006984

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.

13.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.

14.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.

15.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 Articles 1341 and 1342 of the Italian Civil Code: 3) Customer Responsibilities, 4) Days and hours of provision of the Service, 5) Remote access Technical Support Service, 6) Risks of data loss or damages related to the remote access Technical Support Service, 7) Obligation to achieve results, 8) Response times, 10) Exclusions, 12) Limitation of Warranty and 13) Governing Law, Dispute resolution and Forum.

Alientech s.r.l.– Via dei Cordari 1, 13039 Trino (VC). Italia
Tel. +39 0161.801025 – Fax +39 0161.828099 – info@alientech.to – www.alientech-tools.com
P.IVA IT02007510023 Cap. Soc. € 10.329,14 – Registro Produttori AEE IT10120000006984