DataLogger Dashboard Terms of use

1. Premise

This document governs the use of the DataLogger Dashboard, the online platform provided by Alientech S.r.l. for the consultation, visualization and management of signal acquisitions recorded through the DataLogger protocol intended for its customers, defined as those in possession of a KESS3 tool, in the Master or Slave version, with an active Subscription enabling the DataLogger protocol, as well as the rights and responsibilities of the parties.

2. Definition

- "**Alientech srl**" or "**we**" refers to Alientech S.r.l. a socio unico – with registered office at Via dei Cordari, 1 – 13039 Trino (VC) – Italy.

- "**DataLogger Dashboard**" refers to the portal for the consultation, visualization and management of signal acquisitions recorded with the KESS3 tool, accessible through the ALIEN_id, owned and operated by Alientech srl.

- "**Organization**" refers to the legal name, i.e., the fiscal entity of the customer, whether an individual or a company. 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 the services provided by Alientech srl, according to the role defined by the Organization's administrator. All Users associated with an Organization are deemed authorized to act on its behalf according to their designated roles.

- "**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 DataLogger Dashboard for the purpose of consulting and managing Acquisitions recorded through the KESS3 Tools owned by the Organization, and/or to the Organization itself as the owner of the connected Tools. 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 to the Organization.

- "**Tool**" refers to a KESS3 device, either in Master or Slave version, with an active Subscription enabling the execution of the DataLogger Protocol.

- "**Acquisition**" refers to the recording session carried out through the DataLogger protocol, during which diagnostic signals and, where available, GPS data and related parameters are acquired and recorded.

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®

- "**Subscription**" refers to the activation of all services available for the group of protocols enabled on the Tool.

- "**ALIEN_id**" refers to the unique account required to access the Alientech Dashboard, the DataLogger Dashboard, or any other Alientech service.

- "**Login Credentials**" refers to the email address and password of the ALIEN_id account.

- "**Content**" refers to any text, graphics, user interface, visual interface, photograph, image, trademark, illustration, computer code, software, domain name, functionality, technical or legal documentation, and any material viewable and accessible through the DataLogger Dashboard, including but not limited to the design, structure, selection, coordination, expression, appearance, and arrangement of the contents, databases, graphs, tables, slogans, animated or non-animated drawings, and any graphic and/or text representation in general.

- "**Agreement**" or "**Terms of Use**" refer to these terms and conditions, which constitute the agreement between the Organization (and its Users) and Alientech srl regarding the use of the DataLogger Dashboard, and which the User must accept.

3. Acceptance

These Terms of Use govern access to and use of the DataLogger Dashboard, the portal for consulting and managing Acquisitions recorded through the DataLogger protocol, owned and operated by Alientech srl. These Terms of Use also outline the rights and obligations of the User and the Organization in connection with the use of the DataLogger Dashboard and, among other matters, the limitations of Alientech srl's liability.

Use of the DataLogger Dashboard 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 have read and agree to the Terms of use" 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

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®

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 clauses of this Agreement.

e) Declares that the Organization for which they act is the legal owner of the Tool, possession of which grants the right to access the DataLogger Dashboard. The Organization, therefore, shall be bound by these Terms of Use, including in the event of continued use of the DataLogger Dashboard by its Users, with such possession and use being deemed implicit ratification of the Agreement pursuant to Article 1399 of the Italian Civil Code.

Use of the DataLogger Dashboard will not be permitted until the User accepts this Agreement. If the User does not agree to all the terms and conditions or be bound by the provisions of this Agreement, they must not select the "I have read and agree to the Terms of use" checkbox and must immediately leave the page.

4. Content and Copyright

All Content on the DataLogger Dashboard is owned by Alientech srl and is protected and safeguarded by current copyright and industrial property laws.

The DataLogger Dashboard contains or refers to trademarks, technologies, products, processes, or other proprietary rights owned by Alientech srl and/or third parties. No rights or licenses relating to such trademarks, technologies, products, processes, or other proprietary rights of Alientech srl and/or third parties are granted or conferred to the User or their Organization.

Except as expressly provided in these Terms of Use, it is prohibited to copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in any way (including "mirroring") any part of the DataLogger Dashboard and its Content to any computer, server, website, or other medium intended for publication or distribution, for any commercial or non-commercial purpose, without Alientech srl's prior written consent.

The User and their Organization are expressly prohibited from using or making the DataLogger Dashboard available through mirrors or host services, or otherwise allowing third-party remote access, as further specified in Article 6) Access and Use of the DataLogger Dashboard.

5. License

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®

Subject to compliance with these Terms of Use, Alientech srl grants the User a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right to access the DataLogger Dashboard and its Content.

The license is subject to the limitations set forth in Article 6) Access and Use of the DataLogger Dashboard, and the User acknowledges and agrees that any violation of the provisions in Articles 4) Content and Copyright, 5) License, and 6) Access and Use of the DataLogger Dashboard will result in the automatic termination of the license to use the DataLogger Dashboard and, at the sole discretion of Alientech srl, the suspension or termination of the User's ALIEN_id account involved in the violation, as well as the potential blocking of their Organization.

Alientech srl owns all rights, titles, and interests in and to the DataLogger Dashboard and all Content, elements, components, and executables thereof.

6. Access and Use of the DataLogger Dashboard

The service for the consultation and management of Acquisitions through the DataLogger Dashboard is provided exclusively to Organizations owning at least one Tool with an active Subscription, without prejudice to the limitations applicable to Acquisitions generated through Tools whose Subscription enabling the DataLogger protocol has expired, as set forth in Article 7) Data Managed, Functionality and Operational Limitations.

An Internet connection is required to use the service; all Internet connection shall be borne by the User or their Organization.

It is only possible to consult and manage Acquisitions generated through Tools owned by the User's Organization; it is not possible to consult or manage Acquisitions generated through Tools owned by other Organizations.

Within the Organization, it is possible to create ALIEN_ids only for its own employees. Therefore, it is prohibited for an Organization to create ALIEN_ids for any third parties outside the Organization in order to allow them access to the DataLogger Dashboard.

The Organization in possession of a Tool is fully responsible for ensuring that access to the DataLogger Dashboard is exclusively by its authorized Users and in accordance with the provision set forth in these Terms of Use.

Access to and use of the DataLogger Dashboard is subject to the following conditions, which the User declares to understand and accept:

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®

- Access to the DataLogger Dashboard is restricted to Users who have been granted by their Organization the right to consult and manage Acquisitions generated through Tools owned by said Organization.

- The User is prohibited from sharing their ALIEN_id account or Access Credentials with third parties or otherwise allowing third parties to use the DataLogger Dashboard through their ALIEN_id account.

- Access to the DataLogger Dashboard is strictly personal and it is not permitted to use anyone else's ALIEN_id account to access the services. Each User is responsible for safeguarding their Access Credentials and for any and all activity that occurs via their account.

- Furthermore, the User and their Organization are prohibited from providing access to third parties by sharing their Access Credentials or using any desktop sharing technology or in any other manner.

- In order to ensure the correct use of the service and data security, access to the DataLogger Dashboard is permitted exclusively through the browser installed on the User's computer.

Any fraudulent use or use in violation of the above provisions grants Alientech srl the right to block access to the DataLogger Dashboard, immediately block the Tool and its management software, and, at the sole discretion of Alientech srl, block the ALIEN_id of the User's or the ALIEN_id of the entire Organization, without the Organization having the right to claim any indemnity, compensation, or any right to a refund.

By accessing or using the DataLogger Dashboard, the User agrees not to (or permit anyone else to) do or attempt any of the following:

- Access the DataLogger Dashboard using someone else's ALIEN_id.

- Share, disclose, distribute, communicate, transfer, lend, rent or grant, even temporarily, the use of their ALIEN_id to third parties.

- Create ALIEN_ids for subjects external to their Organization.

- Access or attempt to access the DataLogger Dashboard by any means other than through the interface provided by Alientech srl.

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®

- Access or attempt to access the DataLogger Dashboard through any automated means (including use of scripts or web crawlers.)

- Gain or attempt to gain unauthorized access to the DataLogger Dashboard through hacking techniques, password interception or any other illegal means.

- Distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer access to the DataLogger Dashboard to third parties for any commercial and non-commercial purpose.

- Grant access to the DataLogger Dashboard to third parties, in any form, including by sharing access remotely through tools such as, but not limited to, desktop-sharing software, mirroring services, VPNs, or similar tools.

- Interfere with, damage, or disrupt the operation or any functionality of the DataLogger Dashboard, or restrict or inhibit its use by any other user.

- Attempt to breach, bypass, or circumvent the imposed limitations or any technical, administrative, procedural, or security measures of the DataLogger Dashboard, interfere with, disrupt, damage, or degrade the performance of the DataLogger Dashboard services, or probe, scan, or test the vulnerability of the system.

- Perform any action with the intent to introduce into the DataLogger Dashboard viruses, worms, defects, Trojan horses, malware, or any element of a destructive nature through the use of the DataLogger Dashboard.

- Modify, translate, adapt, organize, or create derivative works from the DataLogger Dashboard.

- Copy, adapt, decipher, decompile, disassemble, reverse engineer, extract or attempt to extract any source code, algorithm, method, technique, or parts thereof from the DataLogger Dashboard.

- Use techniques such as "deep-linking," "page-scraping," any robot, spider, or other automatic or mechanical system, device, program, method, algorithm, or procedure, nor any similar or equivalent manual process, as well as the use of any software or service, including those based on artificial intelligence, that simulate human behavior to access the DataLogger Dashboard.

- Use the DataLogger Dashboard, any of its features or Content for illegal purposes or in any way that may violate these Terms of Use or any privacy or data protection law

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

or regulation or violate any law or right of any third party (including but not limited to copyright, trademark, patent, trade secret or other intellectual property, commercial property or other rights) or expose Alientech srl, any other users or any business partner of Alientech srl to legal liability.

- Use the DataLogger Dashboard, any feature thereof or Content in a way that may pose a security risk to the DataLogger Dashboard or the security of any other user.

- Take actions or use the DataLogger Dashboard in a way that compromises or damages Alientech srl, its business and professional reputation, the very same DataLogger Dashboard or its use by anyone else.

- Take actions that cause an unreasonable or disproportionate workload on the DataLogger Dashboard infrastructure.

The User also acknowledges that the DataLogger Dashboard may contain information which is classified confidential by Alientech srl and agrees not to disclose such information without Alientech srl prior written authorization.

7. Data Managed, Functionality and Operational Limitations

The DataLogger Dashboard enables the management and consultation of the Acquisitions recorded through the DataLogger protocol.

For example, but not limited to, the platform allows the User to view recorded signals through graphical charts; navigate and analyze signal data over time; consult signal values and related parameters; download Acquisition data in CSV format; share Acquisitions via a dedicated URL; edit or delete Acquisition information; and consult GPS-related data and synchronized map views, where available.

Any dedicated URL generated for sharing an Acquisition shall remain valid for 30 (thirty) days from the date on which the Acquisition was recorded, after which it shall automatically expire.

The generation and sharing of a dedicated URL is carried out under the sole responsibility of the User and the Organization. Alientech srl does not control the recipients of such links and shall not be liable for any disclosure, distribution or use of Acquisition data, including any GPS-related information, vehicle data or any other data contained therein, resulting from the sharing of such links.

Where the Subscription associated with a specific Tool has expired, the Acquisitions generated through that Tool remain available in read-only mode only, with no possibility to

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

access management functionalities. No new Acquisitions may be performed through that Tool until the Subscription enabling the DataLogger protocol is renewed.

All Acquisitions data is automatically stored in the cloud systems of Alientech srl, accessible exclusively through the DataLogger Dashboard.

A maximum of 250 (two hundred and fifty) Acquisitions per Tool serial number may be stored within the DataLogger Dashboard.

Once this limit is reached, any new Acquisition will automatically overwrite and permanently delete the oldest stored Acquisition for the relevant Tool serial number.

The User acknowledges and accepts that storage capacity is limited and that Alientech srl shall not be liable for the deletion or loss of Acquisition data resulting from the automatic overwrite mechanism described above.

Alientech srl does not guarantee the indefinite availability of Acquisition data. Access to Acquisition data may depend on the technical status of the Tool, the validity of the Subscription enabling the DataLogger protocol, and other technical or operational factors.

The User and the Organization are solely responsible for downloading and securely storing any Acquisition data they intend to retain.

It is strictly prohibited to use Acquisitions data and results for purposes that are unlawful or that may cause harm to third parties.

The use of the results for commercial or demonstrative purposes is permitted solely under the full responsibility of the User, and without this implying any warranty from Alientech srl regarding the accuracy, representativeness, or reproducibility of the data.

During the use of the DataLogger protocol and the subsequent management of the Acquisitions within the DataLogger Dashboard, the User must not enter, in text fields or file names, any information that may allow the identification of natural persons (such as names, license plates, addresses, or other personal data).

The User remains solely responsible for any personal data inserted in the files or in the descriptions of the Acquisitions.

The User acknowledges that the DataLogger Dashboard may include information and processing logics developed by Alientech srl, protected as proprietary know-how and confidential business information, and undertakes not to disclose, reproduce, or use them for purposes other than the legitimate use of the platform.

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®

8. Security measures

The User acknowledges and agrees that Alientech srl may monitor any activities carried out on the DataLogger Dashboard in order to ensure the quality of, and improve, its products and services, and ensure compliance with these Terms of Use.

In the event of suspected or detected abuse, fraudulent actions, violation of applicable laws or these Terms of Use, Alientech srl may, at its sole discretion and without prior notice, take the following measures 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 revocation of access to the DataLogger Dashboard for the ALIEN_id account of the User involved in the violation and, at the sole discretion of Alientech srl, also of the Organization to which the User belongs. In this case, the suspension or revocation of access to the DataLogger Dashboard will also apply to all Users within the Organization.

- Suspension or termination of the ALIEN_id account of the User involved in the violation and, at the sole discretion of Alientech srl, also of the Organization to which the User belongs. In this case, the suspension or termination will also affect the ALIEN_id accounts of all Users within the Organization.

- Report to the appropriate authorities.

Furthermore, Alientech srl shall have the right to seek appropriate compensation, obtain injunctive relief 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.

Alientech srl also reserves the right to prevent access to the DataLogger Dashboard and its features or suspend or terminate an ALIEN_id account, remove or modify the content of the DataLogger Dashboard at its sole discretion, in case of violation of applicable legal provisions or these Terms of Use.

Alientech srl shall in no event be liable to the Organization, its Users, or third parties for any permanent or temporary revocation or suspension of access to the DataLogger Dashboard or for the block of the Tool, nor for the suspension or termination of the ALIEN_id account.

9. Disclaimer of Warranties

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

The User expressly acknowledges and agrees that use of the DataLogger Dashboard is at their own risk and discretion. The DataLogger Dashboard and its Content are provided on an "*AS IS*" and "*AS AVAILABLE*" basis, with all faults and defects, without warranty of any kind.

Alientech srl makes no warranties or undertaking, and makes no representations of any kind, that the DataLogger Dashboard, its Content, services and features will meet the requirements of the User and their Organization, achieve any intended results or provide specific outcomes, be compatible or work with any other software, system or service installed on the User's computer, operate without interruption, meet any performance or reliability standards, be free of viruses or errors, or that any errors or defects can or will be corrected.

Alientech srl makes no warranties, express or implied, including, but not limited to, warranties of accuracy, reliability, merchantability, or fitness for a particular purpose. Alientech srl disclaims all liability for acts, omissions, or conduct of third parties in connection with or related to the use of the DataLogger Dashboard by the User and their Organization.

In particular, Alientech does not warrant that the Acquisition data or results displayed in the DataLogger Dashboard are accurate, complete, error-free, or reproducible, nor that such data reflects absolute or scientifically validated values, or that the platform will operate without interruptions, errors, or delays.

Alientech srl cannot guarantee that files downloaded from the DataLogger Dashboard will be free of viruses, contamination or other destructive features.

THE USER EXPRESSLY AGREES TO ASSUME FULL RESPONSIBILITY FOR THE USE OF THE DATALOGGER DASHBOARD.

10. Limitation of Liability

Alientech srl shall not be liable for any consequences arising from or in connection with the use of the DataLogger Dashboard. The User acknowledges and agrees that the use of the DataLogger Dashboard is at their own risk and discretion and that they are solely responsible, including to third parties, for any damages resulting from the use of Acquisition data or related files managed through the DataLogger Dashboard or any loss of data resulting from the use of the DataLogger Dashboard, including losses caused by storage limits, automatic overwrite mechanisms, suspension of access, disabling of functionalities, or technical malfunctions.

In no event shall Alientech srl be liable to the User, the Organization, its customers or any third party for personal injury or any monetary, direct, indirect, moral, special, incidental or consequential damages whatsoever, including, without limitation, damages for loss of use,

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®

profits or data, business interruption or any other commercial damages or losses, third-party claims arising from, or in any way related to, the use, misuse, delay or inability to use the DataLogger Dashboard, 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, losses, claims or costs.

These limitations and exclusions apply to any and all claims relating to these Terms of Use, as well as to any and all damages and liabilities caused by malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction, or unauthorized access, alteration, use, or misuse of the DataLogger Dashboard.

11.   Interruption of Service

Alientech srl, constantly committed to improving the offered services, reserves the right to modify, suspend or discontinue any Content, part, functionality, or feature of the DataLogger Dashboard at any time and without prior notice.

On some occasions, the DataLogger Dashboard may be unavailable due to technical problems or because under maintenance, for the introduction of new features, or for reasons beyond Alientech srl control. Alientech srl makes no warranties as to the quality, functionality, availability, performance or operation of the DataLogger Dashboard.

In particular, Alientech srl shall not be liable in the event that access to the DataLogger Dashboard is unavailable or interrupted due to the Internet service provider or in case of unforeseen circumstances, force majeure or causes beyond Alientech srl's 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, wars, floods, power failures, interruption of the Internet network or third-party Internet connections or infrastructure, measures required by competent authorities, or inadequacy or non-compatibility of the facilities, hardware, or network used by the User.

Alientech srl reserves the right to take the following actions at any time and without prior notice:

1) Modify, suspend, or terminate operation of or access to the DataLogger Dashboard, or any portion thereof, for any reason.

2) Modify or change the DataLogger Dashboard or portions thereof and any policies or conditions relating to the DataLogger Dashboard.

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®

3) Suspend the operation of the DataLogger Dashboard or any portion thereof, should it be necessary to perform repairs, routine or extraordinary maintenance, correct errors, introduce new services, or make other changes.

4) Limit the availability of the DataLogger Dashboard, in whole or in part, to any person, for any purpose and in any geographic area or jurisdiction, at any time and in Alientech srl sole discretion.

Alientech srl also reserves the right to deny access to the DataLogger Dashboard at its sole discretion and without prior notice for the following reasons, including but not limited to:

1. Fraudulent activity or in violation of these Terms of Use by the User or the Organization.

2. Suspension or substantial modification of the DataLogger Dashboard.

3. Activities by the User that may compromise the security or operation of the DataLogger Dashboard, or the functionalities therein offered.

4. Theft of the User's ALIEN_id Access Credentials, whether suspected or detected.

5. Technical difficulties, sudden problems or for reasons beyond the control of Alientech srl.

12.   Indemnification

The User and their Organization agree to indemnify, defend, hold harmless, and compensate Alientech srl, its subsidiaries and affiliates, officers, directors, shareholders, predecessors, successors, employees, and agents from and against any claim or legal action brought by third parties, including damages, demands, losses, liabilities, costs, and expenses arising therefrom, including, without limitation, reasonable legal fees, arising out of or in connection with:

a. Use or misuse of the DataLogger Dashboard by the User.

b. The User's inability to use the DataLogger Dashboard.

c. Violation of these Terms of Use by the User.

13.   Violation of these Terms of Use

Alientech srl reserves the right to suspend or deny, even permanently, access to the DataLogger Dashboard and/or to block future access to the DataLogger Dashboard at its sole discretion and without notice in the event of any violation of the terms and conditions of this

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®

Agreement by the User or the Organization. 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 clauses 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 legal remedies available to Alientech srl. Alientech srl shall have no liability to the User, the Organization, or any third party for any consequences resulting from interruption of access to the DataLogger Dashboard as a result of a violation of these Terms of Use by the User.

14. Notices

In the event that Alientech srl needs to contact the User or the Organization about these Terms of Use, the DataLogger Dashboard 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 agrees 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.

15. 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

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®

terminated according to the terms provided below.

The Organization may terminate this Agreement by sending written notice to one of the contacts listed in Article 14) Notices, giving at least 30 days' notice from the date the Organization wishes to terminate the use of the DataLogger Dashboard. Alientech srl has the same right.

Alientech srl may suspend or terminate access to the DataLogger Dashboard at any time if Alientech srl believes that the User and/or the Organization have violated any provision of these Terms of Use if, upon receiving written notice from Alientech srl identifying the circumstance constituting the violation, the User and/or the Organization do not remedy such violation within 10 (ten) days from receipt of the communication.

Breach of one of the provisions of articles: 4) Content and Copyright, 5) License, 6) Access and Use of the DataLogger Dashboard, 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 remedy the breach within 10 (ten) days from receipt of the communication.

Alientech srl reserves the right, at its sole discretion, to modify, suspend, or discontinue the service, or any parts thereof, at any time and without notice. Such decisions may include, but are not limited to, the discontinuation of support for the Tool or certain features. Alientech srl shall in no way be liable to the Organization or to third parties for any modifications, suspensions, or discontinuations of the service.

Furthermore, the User acknowledges and agrees that Alientech srl shall not be liable to the User, the Organization, or any third parties for any damage or disservice resulting from the termination of this Agreement caused by the User's violation of the provisions of these Terms of Use and therefore agrees to hold Alientech srl harmless in this regard.

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 these Terms of Use: 4) Content and Copyright, 6) Access and Use of the DataLogger Dashboard, 9) Disclaimer of Warranties, 10) Limitation of Liability, 16) Governing Law and Jurisdiction and 18) Severability and Waiver.

16. Governing Law and Jurisdiction

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

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.

17.   Changes to this Agreement

Alientech srl reserves the right, at any time and its sole discretion, to change, modify, add, or remove provisions of these Terms of Use.

18.   Severability and Waiver

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 or any third parties and Alientech srl 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.   Declaration of acceptance

The User hereby acknowledges to 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.

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 User further agrees that these Terms of Use are the complete and exclusive statement of agreement between the parties concerning the use of the DataLogger Dashboard, and that they supersede 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: 5) License, 6) Access and Use of the DataLogger Dashboard, 7) Data Managed, Functionality and Operational Limitations, 8) Security Measures, 9) Disclaimer of Warranties, 10) Limitation of Liability, 11) Interruption of Service, 12) Indemnification, 13) Violation of these Terms of Use, 15) Term and Termination and 16) Governing Law and Jurisdiction.

Version 1.00 – Last updated: 23/03/2026

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