



## Powergate Administration Dashboard Terms of Service

This document governs your use of the Powergate Administration Dashboard, the platform to manage Powergate tools and customize the Powergate App, and provides information on their usage as described below.

### 1. Definition

1.1 For the purposes of these Terms of Service:

- **"Powergate App"** means the mobile software application provided by Alientech srl, needed by the End-User to operate a Powergate Tool.
- **"Powergate Administration Dashboard"** means the platform to manage Powergate tools and customize the Powergate App, owned and operated by Alientech srl, accessible from <https://powergate.alientech.to>.
- **"Tool"** means the Powergate tool reserved to End-Users, intended only for the tuning of vehicles for limited competition purposes, uses in racing circuits not open to public or off-road environments.
- **"ALIEN\_id"** means a unique account created to access Alientech Dashboard, Powergate Administration Dashboard or any other Alientech services.
- **"Alientech srl"** refers to Alientech S.r.l. a socio unico - with registered office at Via dei Cordari, 1 - 13039 Trino (VC) - Italy.
- **"Powergate Manager"** means the entity that manages Powergate tools and allows the End-User to use the Powergate tool according to the agreement they have with the End-User.
- **"Organization"** means the entity registered in Alientech Dashboard. It can be a single person or a company that can create multiple users in order to manage the access rights of its personnel to the different areas and services in Alientech Dashboard or therein made available, such as, but not limited to, the Powergate Administration Dashboard.
- **"User"** means the member of an Organization who has been granted access rights to the Powergate Administration Dashboard in order to manage the files of Powergate tools associated with their Organization.
- **"End-User"** means the customer who owns a Powergate tool linked to a Powergate Manager.
- **"You"** or **"your"** refers both to the Organization and its User that own an ALIEN\_id account to access the Powergate Administration Dashboard.
- **"Materials"** means any files, logos and images uploaded by a Powergate Manager to the Powergate Administration Dashboard for the customization of Powergate App and the operativity of the Powergate tools associated with their Organization.
- **"Agreement"** or **"Terms of Service"** mean these terms and conditions that constitute the agreement between You and Alientech srl regarding the use of the Powergate Administration Dashboard and which the Organization and/or the User must accept.



- **"Content"** means 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 Powergate Administration Dashboard, including without limitation the design, structure, selection, coordination, expression, appearance, and arrangement of content, databases, graphs and tables, slogans, animated or non-animated drawings, and any graphic and/or text representation in general.

## 2. Acknowledgement

2.1 These Terms of Service govern Your access and use of the Powergate Administration Dashboard, the platform to manage Powergate tools, customize the Powergate App and manage a Powergate User tool network, owned and operated by Alientech srl, accessible from <https://powergate.alientech.to>, and the services and products therein made available. These Terms of Service also indicate your rights and responsibilities and, together with other matters, the limits of Alientech srl's liability.

2.2 Your use of the Powergate Administration Dashboard is conditioned upon your compliance with, and acceptance of, this Agreement, the Privacy Notice, and any other policies applicable to You. You acknowledge and agree that by checking the "I Agree" box: (a) You have read and understood this Agreement; (b) represent that you are of legal age to enter into a binding agreement; (c) if You agree to these Terms of Service on behalf of your Organization, You represent and warrant that You have the necessary authorization; and (d) accept this Agreement and agree to be bound by all its terms and conditions.

**2.3 You will not be permitted to use the Powergate Administration Dashboard unless and until you accept this Agreement. If You do not agree to all of the terms or be bound by the provisions of this Agreement, do not check the "I Agree" box and leave immediately.**

## 3. Content and Copyright

3.1 All Content on the Powergate Administration Dashboard is owned by Alientech srl and is protected by current copyright and intellectual property laws.

3.2 The Powergate Administration 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 upon You.

3.3 Except as expressly provided in these Terms of Service, you are prohibited from copying, reproducing, republishing, uploading, posting, displaying, encoding, translating, transmitting, or distributing in any way (including "mirroring") any part of the Powergate Administration 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.

**3.4 You are also forbidden to use or offer the Powergate Administration Dashboard through mirrors or host services or allow third parties to access the Powergate Administration Dashboard remotely.**



#### 4. Access to the Powergate Administration Dashboard

4.1 The service for managing Tools through Powergate Administration Dashboard is provided to all Powergate Managers registered in the Alientech Dashboard in order to handle their network of Tools.

4.2 You can only manage Tools associated with your own Organization; you cannot manage Tools associated with other Organizations.

4.3 Access to the Powergate Administration Dashboard is restricted to Users in the Organization who have been granted by their administrator the right to manage Tools associated with the Organization.

4.4 Within your Organization, you can create ALIEN\_id only for your employees. It is prohibited for an Organization to create ALIEN\_id for End-Users or any third parties in order to allow them access to the Powergate Administration Dashboard.

4.5 You are also forbidden to share your ALIEN\_id account or Your login credentials with End-Users or any third parties or allow End-Users or any third parties to use the Powergate Administration Dashboard through Your ALIEN\_id account.

4.6 Alientech srl reserves the right to suspend or terminate Your ALIEN\_id account in case of violation of these Terms of Service. You understand that if Your account is suspended or terminated, You can no longer use the Powergate Administration Dashboard.

4.7 Violation of these Terms of Service may result in the immediate suspension or termination of the ALIEN\_id account involved in the violation, i.e. the ALIEN\_id of the Organization, one or more of its Users, or its End-Users, without the Organization having any right to claim compensation or indemnity or any right to a refund.

#### 5. License

5.1 Subject to Your compliance with these Terms of Service, Alientech srl grants You a personal, non-exclusive, non-transferable, non-sublicensable, limited right to access the Powergate Administration Dashboard and its Content.

5.2 The license is subject to the limitations of these Terms of Service and You acknowledge and agree that violation of the provisions set forth in Articles 3) Content and Copyright, 4) Access to the Powergate Administration Dashboard, 5) License and 6) Your Obligations, will result in automatic termination of the license to use the Powergate Administration Dashboard and, at the sole discretion of Alientech srl, the suspension or termination of the ALIEN\_id account involved in the violation, either be the account of a User or an Organization.

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

5.4 Use of the Powergate Administration Dashboard is subject to the following limitations.

5.5 In accessing and using the Powergate Administration Dashboard, You agree not to (or permit anyone else to) do or attempt any of the following:

- a) Access the Powergate Administration Dashboard using someone else's ALIEN\_id.



- b) Share, disclose, distribute, communicate, transfer, lend, rent or grant, even temporary, the use of Your ALIEN\_id to third parties.
- c) Access or attempt to access the Powergate Administration Dashboard by any means other than through the interface provided by Alientech srl.
- d) Access or attempt to access the Powergate Administration Dashboard through any automated means (including the use of scripts or web crawlers).
- e) Gain or attempt to gain unauthorized access to the Powergate Administration Dashboard through hacking techniques, password interception or any other illegal means.
- f) Use techniques such as "deep-linking," "page-scraping," any robot, spider or other system, device, program, methodology, algorithm, or automatic or mechanical procedure, nor similar or equivalent manual processes, to access the Powergate Administration Dashboard.
- g) Distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the access to the Powergate Administration Dashboard for any commercial and non-commercial purpose.
- h) Interfere with, damage, or disrupt the operation or any functionality of the Powergate Administration Dashboard, or restrict or inhibit its use by third parties.
- i) Attempt to breach or circumvent imposed limitations, as well as any technical, administrative, process or security measures of the Powergate Administration Dashboard, disrupt or degrade the performance of the services of the Powergate Administration Dashboard or probe, scan or test its vulnerability.
- j) Perform any action with the intent to introduce into the Powergate Administration Dashboard viruses, worms, defects, Trojan horses, malware, or any element of a destructive nature through the use of the Powergate Administration Dashboard.
- k) Modify, translate, adapt, organize, or create derivative works from the Powergate Administration Dashboard.
- l) Copy, adapt, decipher, decompile, disassemble, reverse engineer, extract or attempt to extract any source code, algorithm, method, technique, or parts thereof from the Powergate Administration Dashboard.
- m) Use the Powergate Administration Dashboard, any of its features or Content for illegal purposes or in any way that may violate these Terms of Service or any privacy or data protection laws or regulations or violate any laws or the rights of any third parties (including, but not limited to, copyright, trademarks, patents, trade secrets or other intellectual property rights, commercial property rights or others) or expose Alientech srl, any other users or any business partner of Alientech srl to legal liability.
- n) Use the Powergate Administration Dashboard, any of its features or Content in a way that may pose a security risk to the Powergate Administration Dashboard or the security of any other user.
- o) Take actions or use the Powergate Administration Dashboard in a way that compromises or damages Alientech srl, its business and professional reputation, the Powergate Administration Dashboard itself or its use by anyone else.



- p) Take actions that cause an unreasonable or disproportionate workload on the Powergate Administration Dashboard infrastructure.

5.6 You also acknowledge that the Powergate Administration Dashboard may contain information which is classified as confidential by Alientech srl and You shall not disclose such information without Alientech srl prior written authorization.

## 6. Your Obligations

6.1 You represent and warrant that You will:

- a) Inform Your End-Users that some control units may not fully correspond to the model researched by Alientech srl, supported by the Tool and listed in the Vehicle List of the Powergate Administration Dashboard.
- b) Inform Your End-Users that software or hardware variations of the control unit may compromise the proper working of the Tool or vehicle.
- c) Inform Your End-Users about the risk associated with the reprogramming of a vehicle, such as, but not limited to:
  - modifying engine or automatic 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 a 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.
  - the Tool 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 or automatic transmission parameters modified.
  - under no circumstances should the Tool be used to break or circumvent the laws and/or regulations of the country of use of the vehicle.
  - the use of the Tool must always take place in safe conditions, i.e. with vehicle parked stationary and engine turned off. However, if an engine start is required, the parking brake must be properly engaged, and the gear stick must be in the neutral position-or N (for automatic transmission). If the vehicle is not equipped with a parking brake, it is necessary to ensure the vehicle cannot move and cause damage to people or things.
  - the Tool is intended only for the tuning of vehicles for limited competition purposes, uses in racing circuits not open to public or off-road environments.
  - the Tool should not be used in a location exposed to static electricity or strong electrical interference.
  - when reading or programming data with the Tool, if the communication between the Tool and the control unit were to be interrupted, serious problems may occur, which may lead to the complete failure of the control unit, with consequent need for its replacement. Therefore, during these operations the cable necessary for the communication between Tool and vehicle should never be disconnected.



- d) Inform Your End-Users that in case the vehicle's control unit is not the original factory-installed one, or has been cloned, or has undergone a previous modification operation to disable or bypass some anti-pollution or emissions control systems, writing any kind of file may cause a control unit malfunction. This can result in irreversible damage to the control unit, causing the vehicle to become inoperable without any possibility of recovery, i.e. the vehicle may not be started or operated after such a writing. Therefore, it is strongly recommended that You ask a series of questions to your End-User to try to determine whether the control unit has undergone previous modifications or has been replaced.
- e) Inform Your End-Users that, in the event that the file stocked in the vehicle's control unit is not an original file (i.e. it is a file with any kind of modification), it is not possible to program the control unit with the Tool. Therefore, it is strongly recommended that You ask a series of questions to your End-User to try to determine whether the control unit has undergone previous modifications.
- f) Carefully read the notices provided within the list of supported vehicles in the Powergate Administration Dashboard, which are intended to indicate the actions to be taken before delivering a Tool such as, but not limited to, checking the type of diagnostic socket on the end-User's vehicle in order to send the correct cable to connect the Tool to the vehicle or the need to have the control unit sent to you for the application of the patch needed to enable file writing through the diagnostic socket.
- g) Check with Your End-Users the minimum system requirements of their mobile device before selling the Tool.
- h) Provide Your End-Users only with original cables or accessories supplied by Alientech srl.
- i) Provide Your End-Users with technical support about the Tool. You are the only one entitled to access Alientech srl Ticket Portal to ask for advanced support.
- j) Provide Your End-Users with basic information about the operation of the Tool and the Powergate App, specially informing the End-User that, during communication with the control unit, messages, warnings and/or errors may appear on the vehicle dashboard due to the Tool's communication with the control unit and that such messages, warnings and/or errors will disappear when the engine is first started or after driving a few kilometers.

6.2 You specifically clear Alientech srl from all liability, of any kind and nature, in relation to any damage, injury, loss or claim or cost of any kind and species, caused to You, Your End-User or any third party arising from Your failure to comply with the above-listed provisions.

## 7. Your Materials

7.1 The Powergate Administration Dashboard allows You to customize the Powergate App with Your logos and images and provide End-Users with files for the programming of their vehicle.

7.2 You hereby declare You own all the rights on the Materials You upload through the Powergate Administration Dashboard or are legally authorized to use such Materials.

7.3 You give Alientech srl a limited license to use the Materials uploaded by You in order to provide the services to You and Your End-Users, but Alientech srl claims no ownership rights over those Materials. All Materials You submit in the Powergate Administration Dashboard remain Yours.



7.4 You are entirely responsible for the Materials You submit in the Powergate Administration Dashboard, as well as the consequences thereof. Under no circumstances Alientech srl will be liable for any kind of damage caused to the End-User or third parties or the End-User's vehicle or third parties' vehicle resulting from files You made available on the Tool through the Powergate Administration Dashboard, either be original or modified files.

7.5 You represent and warrant that:

- a) The Materials provided, specifically logos and images, do not violate the respect for human dignity or are discriminatory, offensive, xenophobic, racist, denigratory, homophobic, sexist, obscene, pornographic, pedophile, insulting, or defamatory or that may cause offense to others on grounds of nationality, ethnicity, gender, sex, religion, faith or disability or threaten youth or childhood, order or public safety.
- b) The Materials provided do not infringe the law or violate or misuse the intellectual property rights of third parties.
- c) You have the necessary skills, competence, and qualifications to provide End-Users with modified files for the programming of a vehicle and first assistance.
- d) You will use the Powergate Administration Dashboard only for lawful purposes and in accordance with DSA rules (UE Regulation 2022/2065).

7.6 Alientech srl does not screen Your logos and images, nor is obliged to do so. However, Alientech srl reserves the right to monitor these Materials and delete or remove them without prior notice if, in its sole discretion, Alientech srl deems such contents inappropriate or in violation of the abovementioned provisions.

## 8. File retention and cloud file storage

8.1 Alientech srl takes data security seriously and implements robust measures to safeguard the files. However, it is essential to understand that no online storage system is entirely immune to security risks. It is Your responsibility to take necessary precautions, such as using strong passwords, to further protect Your files.

8.2 Alientech srl may modify the file storage services, including file retention period and storage features, at any time. Alientech srl will make reasonable efforts to inform You of significant changes and provide notice when possible.

8.3 Alientech srl will not be liable to You, Your End-User or any third parties for any direct or indirect damages or loss resulting from the use of the cloud storage service, including but not limited to, data loss, service interruptions, or security breaches. Alientech srl encourages You to take precautions to protect Your data.

8.4 Your Materials will be securely stored and readily accessible from the Powergate Administration Dashboard as long as the Powergate Administration Dashboard is supported by Alientech srl.

8.5 Without prejudice to the foregoing, the files will be accessible as long as Your account remains active. In the event of account termination or suspension, You may lose access to the stored files. It is crucial to maintain Your account and adhere to this Agreement to ensure uninterrupted access.



## 9. Security Measures

9.1 You acknowledge and agree that Alientech Srl may monitor any activities carried out by You on the Powergate Administration Dashboard in order to ensure the quality of, and improve, its products and services, and ensure Your compliance with these Terms of Service.

9.2 If fraudulent actions are suspected or detected, You agree that Alientech srl may, at its sole discretion and without prior notice, take the following actions, for its own protection, that of its customers or third parties, and You agree to waive any right to claim compensation or indemnity or right to a refund:

- a) Suspension or termination of Your access to the Powergate Administration Dashboard and Your ALIEN\_id account, either be an Organization account, a User account or both;
- b) Report to the competent authorities.

9.3 Alientech srl will have no liability to You, Your End-Users or any third party for any eventual period of suspension and a suspension shall have no effect on these Terms of Service.

9.4 Furthermore, Alientech Srl has the right to seek appropriate compensation, obtain injunctive 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.

9.5 Alientech srl also reserves the right to prevent access to the Powergate Administration Dashboard and its features or suspend or terminate an ALIEN\_id account and remove or modify the content of the Powergate Administration Dashboard at its sole discretion, in case of violation of applicable legal provisions or these Terms of Service.

## 10. Disclaimer of Warranties

10.1 The Powergate Administration Dashboard and its Content are provided on an “AS IS” and “AS AVAILABLE” basis, with all faults and defects, without warranty of any kind.

10.2 Alientech srl makes no warranties, express or implied, including, but not limited to, warranties of availability, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice.

10.3 Without limitation to the foregoing, Alientech srl does not warrant and makes no representation of any kind that the Powergate Administration Dashboard or its Content, services or features thereof will meet Your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption or be continuously available, meet any performance or reliability standards or be error-free or that any error or defects can or will be corrected.

## 11. Limitation of Liability

11.1 Alientech srl expressly disclaims all liability for any consequences arising from Your use of the Powergate Administration Dashboard. You acknowledge and agree that the use of the Powergate Administration Dashboard is at Your own discretion and risk, and You are solely responsible for any damage or loss of data resulting from the access and use of the Powergate Administration Dashboard.





11.2 To the extent not prohibited by law, in no event shall Alientech srl be liable to You, Your End-Users 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, profits or data, business interruption or any other commercial damages or losses, third-party claims arising from, or in any way related to, Your use, misuse, delay or inability to use the Powergate Administration 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.

11.3 These limitations and exclusions apply to any and all claims relating to these Terms of Service, 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 Powergate Administration Dashboard.

11.4 Under any and all circumstances Alientech srl shall not be liable for damages to the vehicle of the End User, whether due to malfunction of the Powergate App or firmware of the Tool or the Powergate Administration Dashboard, hardware incompatibility or any other anomaly that may occur, including, but not limited to use of a wrong accessory, incorrect use of an accessories or use of non-original accessories not supplied by Alientech srl, failure to comply with the instruction in the User's Guide or in the Operating Manuals or End-User errors.

11.5 In particular, Alientech srl cannot be held liable for damages caused to the vehicle of the End-User deriving from the content of the file written in the control unit.

11.6 Some control units may not fully correspond to the model researched by Alientech srl, supported by the Tool and listed in the Vehicle List of the Powergate Administration Dashboard. Under no circumstances Alientech srl can be responsible to You, Your End-Users or any third party for any damage, injury, loss or claim or cost of any kind and for whatever reason, arising from such lack of correspondence.

11.7 Furthermore, You acknowledge and agree that software or hardware variations of the control unit may compromise the proper working of the Tool or vehicle, and hereby release Alientech srl from all liability, of any kind and nature, in relation to any damage, injury, loss or claim or cost of any kind and species, caused to you, your End-Users or any third party.

11.8 You acknowledge and agree, and hereby release Alientech srl from all liability due to damages or losses to the vehicle of the End-User arising from writing any kind file, either be an original or a modified file to the vehicle's control unit if this is not the original factory-installed unit, or has been cloned, or has undergone a previous modification operation to disable or bypass some anti-pollution or emissions control systems.

11.9 Further, to the extent not prohibited by law, in no event shall Alientech srl be liable to You or any third party related to Your use or misuse of the Powergate Administration Dashboard in connection with any alleged violation or circumvention of any state or federal law or regulation regulating or limiting air emissions from stationary and mobile sources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq. (1970), any National Air Quality Standards developed by the Environmental Protection Agency, or any state law counterparts to regulate emissions of hazardous air pollutants.



11.10 In the event that Alientech srl is assessed any monetary penalties or fines arising from Your use or misuse of the Powergate Administration Dashboard in connection with any alleged violations of any state or federal law or regulation regulating air emissions of hazardous air pollutants, You shall indemnify and hold Alientech srl harmless from any monetary penalty, fine, final court judgment (or settlement to which Alientech srl has agreed), and any associated legal fees.

## 12. Interruption of Service

12.1 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 Powergate Administration Dashboard at any time and without prior notice.

12.2 On some occasions, the Powergate Administration 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 make no warranties as to the quality, functionality, availability, or performance of the Powergate Administration Dashboard.

12.3 In particular, Alientech srl shall not be liable in the event that access to the Powergate Administration 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 Your facilities, hardware, or network.

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

- a) Modify, suspend, discontinue or terminate operation of or access to the Powergate Administration Dashboard, or any portion thereof, for any reason.
- b) Modify or change the Powergate Administration Dashboard or portions thereof and any policies or conditions relating to the Powergate Administration Dashboard.
- c) Suspend the operation of the Powergate Administration Dashboard or any portion thereof, necessary to perform routine or extraordinary maintenance, correct errors, introduce new services, or make other changes.
- d) Limit the availability of the Powergate Administration 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.

12.5 Alientech srl also reserves the right to deny access to the Powergate Administration Dashboard at its sole discretion and without prior notice for the following causes, but not limited to:

- a) Your violation of this Agreement.
- b) Suspension or material modification of the Powergate Administration Dashboard.
- c) Your use of the Powergate Administration Dashboard, any of its features or Content in a way that may compromise the integrity and performance of the service delivered.
- d) Activities from You that may compromise the security or operation of the Powergate Administration Dashboard, or the functionalities therein offered.
- e) Theft of Your ALIEN\_id access credentials, whether suspected or detected.
- f) Technical difficulties, sudden problems or for reasons beyond the control of Alientech srl.



### 13. Violation of these Terms of Service

13.1 Alientech srl may suspend or terminate Your access or block any future access to the Powergate Administration Dashboard, at its sole discretion and without prior notice, if You violate any of the terms and conditions of this Agreement. You also acknowledge and agree that any violation of these Terms of Service constitutes illegal action and abusive conduct, liable to cause Alientech srl irreparable harm for which monetary compensation would be inadequate; You therefore authorize Alientech srl to obtain the issuance of an injunction or other similar relief deemed necessary or appropriate in such circumstances. Such remedies shall be in addition to any other remedies available to Alientech srl at law or in equity.

13.2 In the event that Alientech srl takes legal action against You due to a violation of these Terms of Service, Alientech srl has the right to request, and You agree to pay, 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 You, Your End-Users, or any third party for any consequences resulting from termination of access to the Powergate Administration Dashboard as a result of Your violation of these Terms of Service.

### 14. Term and Termination

14.1 These Terms of Service will become effective on the date that You access the Powergate Administration Dashboard and check the "I Agree" box and will continue in effect until terminated by You or Alientech srl as set forth in this Article 14.

14.2 The term of this contract will extend from the date of Your agreement until it is terminated according to the terms provided below.

14.3 You may terminate this Agreement by sending written notice to one of the contacts listed in Article 18) Contact Information, giving at least 30 days' notice from the date You wish to terminate the use of the Powergate Administration Dashboard. Alientech srl has the same right.

14.4 From the termination of this Agreement, Alientech srl reserves the right to manage the End-Users associated with Your Powergate Manager account.

14.5 Alientech srl may suspend or terminate Your access to the Powergate Administration Dashboard, at any time and without prior notice, if You violate any of the terms and conditions of this Agreement, or any other policies that may apply to You in connection with Your use of the Powergate Administration Dashboard.

14.6 You acknowledge and agree that Alientech srl shall not be liable to You, Your End-Users or any third party for any damage or service disruption resulting from the termination of this Agreement caused by Your violation of the provisions of these Terms of Service. You, therefore, agree to indemnify and hold Alientech srl harmless in this regard.

14.7 Alientech srl reserves the right, at its sole discretion, to discontinue the provision of the service, or the provision of support and updates of the Powergate Administration Dashboard.

14.8 Your violation of one of the provisions set forth in articles: 3) Content and Copyright, 4) Access to the Powergate Administration Dashboard and 5) License, constitutes a serious breach of these

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Terms of Service and entitles Alientech srl to terminate this Agreement immediately and without prior notice.

14.9 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.

14.10 Termination of this Agreement will not limit any of Alientech srl 's rights or remedies at law or in equity, nor will exempt You from all the duties and obligations provided in this Agreement.

14.11 The following articles will survive the termination of this Agreement: 3) Content and Copyright, 4) Access to the Powergate Administration Dashboard, 5) License, 6) Your Obligations, 10) Disclaimer of Warranties, 11) Limitation of Liability, 16) Indemnification, 17) Severability, Waiver and Language and 19) Governing law.

## 15. Changes to this Agreement

15.1 Alientech srl reserves the right, at any time and its sole discretion, to change, modify, add, or remove provisions of these Terms of Service. The most current version of this Agreement will be published at <http://www.alientech-tools.com/legal>. If Alientech srl makes material changes to this Agreement, You will receive notification via the Powergate Administration Dashboard and we will ask Your express agreement. If You decline to accept the changes to this Agreement, You will not be able to continue to use the Powergate Administration Dashboard.

## 16. Indemnification

16.1 To the maximum extent permitted by law, You agree to indemnify, defend and hold harmless Alientech srl, its subsidiaries, officers, directors, employees, agents, affiliates, successors and assigns from and against any and all claims, actions, suits or demands made by any third party and all resulting losses, liabilities, damages, expenses and costs, including without limitation reasonable legal fees, arising from or relating to:

- a. Your use or inability to use the Powergate Administration Dashboard.
- b. Your breach of these Terms of Service.
- c. The content of the files You supply to Your End-Users.
- d. Poor or inaccurate technical support provided to Your End-Users regarding the use of the Tool.

## 17. Severability, Waiver, and Language

17.1 If for any reason a court of competent jurisdiction finds one or more provisions of these Terms of Service, 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 Service, so that this Agreement shall continue in full force and effect.

17.2 Failure to enforce or exercise by Alientech srl any provision of these Terms of Service is not a waiver of such provision, or the right to enforce these Terms of Service; furthermore, any conduct between you and Alientech srl or any third parties will in no way modify the terms and conditions of these Terms of Service.



17.3 Any translation of this Agreement is done solely for local requirements: in the event of any discrepancy between the Italian and any non-Italian versions or any doubt about their interpretation, the Italian version of this Agreement shall govern.

17.4 No provision of these Terms of Service is intended to confer any right or remedy to third parties.

## 18. Contact Information

18.1 Alientech S.r.l. has its registered office at via Dei Cordari, 1 - 13039 Trino (VC) - Italy.

18.2 Any complaints or communications shall be sent to that address by registered mail with return receipt or sent by e-mail at [legal@alientech.to](mailto:legal@alientech.to).

18.3 Communications and complaints sent to a different address from the ones provided above will not be considered for the purposes of this Agreement.

18.4 If Alientech srl needs to contact You about these Terms of Service, the Powergate Administration Dashboard, or Your ALIEN\_id account, You agree to receive notifications by e-mail. You also acknowledge the full validity of such notifications and communications sent in electronic format and agree that they meet any applicable legal notice requirements.

## 19. Governing Law

19.1 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.

19.2 All matters not expressly provided under this Agreement shall be governed by and construed in accordance with the laws of Italy.

19.3 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.

## 20. Entire Agreement

20.1 These Terms of Service constitute the entire agreement between You and Alientech srl regarding the access and use of Powergate Administration Dashboard, and supersede any prior oral or written agreements, if any, between You and Alientech srl concerning the subject matter thereof.

## 21. Acceptance Declaration

21.1 You 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.

21.2 The following provisions are specifically approved pursuant to and in accordance with Article 1341, Paragraph 2 of Italian Civil Code: 3) Content and Copyright, 4) Access to the Powergate Administration Dashboard, 5) License, 6) Your Obligations, 7) Your Materials, 8) File retention and

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cloud file storage, 9) Security Measures, 10) Disclaimer of Warranties, 11) Limitation of Liability, 12) Interruption of Service, 14) Term and Termination, 16) Indemnification and 19) Governing Law.

