

ROCKWELL AUTOMATION END USER LICENSE AGREEMENT

Rev (02/2016)

IMPORTANT—READ THIS AGREEMENT CAREFULLY

This end user license agreement ("EULA") is a legal contract between You (either an individual or a single entity) and Rockwell Automation, Inc. ("Rockwell Automation") for the Software product(s) and Documentation that Rockwell Automation licenses to You. **ROCKWELL AUTOMATION IS WILLING TO LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS EULA. YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE, AND PROMPTLY RETURN THE SOFTWARE WITH ALL ACCOMPANYING ITEMS TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, OR IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.**

1. DEFINITIONS

- 1.1. Activation Certificate:** means a document included with the Software that may provide, among other things, Your Software Activation Key and specific information regarding the License Type and License Term.
- 1.2. Activation Key:** means the alphanumeric code that enables You to activate and use the Software.
- 1.3. Affiliates:** means an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity.
- 1.4. Capacity:** means a specific licensed size criteria as described on the Activation Certificate and includes, among other measurements, equipment count, I/O count, platform counts, session count, tag counts, screen counts, Equipment counts and processor counts.
- 1.5. Client:** means a Device running, accessing or utilizing, directly or indirectly, the Server Software.
- 1.6. Complementary Software:** means samples, utilities, plug-ins, user interface components and/or reports that are generally not included in a default Software installation, but are provided as an accommodation to You.
- 1.7. Confidential Information means:** (i) the Software and Documentation; (ii) the technology, ideas, know-how, documentation, processes, algorithms and trade secrets embodied in the Software; (iii) any software keys related to the Software; and (vi) any other information in written or electronic media that is identified as "confidential," "proprietary" or with a similar legend at the time of such disclosure.
- 1.8. Data:** means information or data obtained, received or collected from Your usage of the Software.
- 1.9. Designated Location:** Means the site, Equipment and/or application owned and operated by You as designated by Rockwell Automation in the Activation Certificate or other agreement between the parties.
- 1.10. Device:** means any physical or virtual environment, node, server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.
- 1.11. Documentation:** means the then-current documentation regarding the Software that is generally provided or made available to You by Rockwell Automation either in print or electronic, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.12. Equipment:** means any physical asset, subcomponent or grouping thereof.
- 1.13. EULA:** means this end user license agreement.
- 1.14. Feature:** means an add-on functionality and libraries to the Software.
- 1.15. License Term:** means the time duration of the Software license as specified in the Activation Certificate or other agreement between the parties.
- 1.16. License Type:** means user, Server, Capacity Based or Named Software license. The License Types may be used individually or in combination with other License Types.
- 1.17. Reseller/OEM Product:** means a product into which a system integrator or original equipment manufacturer has integrated the Software.

1.18. Rockwell Automation: means Rockwell Automation, Inc., a Delaware corporation, and its Affiliates, having a principal place of business at 1201 South 2nd Street, Milwaukee, Wisconsin 53204.

1.19. Server: means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.20. Software: includes any of the following: Rockwell Automation's computer software, programs, technology, cloud application, services, Complementary Software, firmware and associated media and any updates, upgrades or enhancements thereto, or portions thereof.

1.21. Third Party Software: means third party software furnished with or as part of the Software.

1.22. You: means the purchaser of the Software and/or the user of the Software.

2. LICENSE TYPE

2.1. Named License: means a license to use the Software only by the identified individual person.

2.2. Concurrent License: means a license to use the Software by a specified number of users, provided the number of users accessing or using the Software at the same time do not exceed the number of valid software activations You have purchased.

2.3. Device License: means a license to use the Software on any Device that hosts Software that can be run, accessed, or used by another Device.

2.4. Site License: means a license to use the Software by an unlimited number of Your employees or Your authorized contractors at a Designated Location.

2.5. Capacity Based License: means a license to use the Software based upon a Capacity.

2.6. Capability License: means a usage license required for each Feature that runs, accesses or utilizes, directly or indirectly, the Software.

3. GRANT OF LICENSE

3.1. The rights granted to You with respect to the Software are based on the License Type and the License Term. The License Type and the License Term are detailed in Rockwell Automation's Activation Certificate supplied to You at the time of Your purchase confirmation.

3.2. Subject to Your compliance with all the terms and conditions of this EULA, Your timely payment of any applicable license fee, and Your compliance with the activation process if applicable, Rockwell Automation and its third party licensors grant You a limited, personal, nontransferable, non-exclusive license during the License Term to download, install and/or use the Software and Documentation for Your own internal business purposes on a Device and at the Designated Location if specified, pursuant to the License Type(s) that You purchased. You are responsible for ensuring your personnel and authorized contractors comply with all relevant terms of this EULA and any failure to comply will constitute a breach by You. Any use of the Software by authorized contractors shall be solely for Your internal business purposes.

3.3. If the Software You have acquired is used in conjunction with Microsoft SQL Server, You may be provided with a Microsoft SQL Server license during installation. If the Software includes limited license rights for Microsoft SQL Server, You agree to only use such Microsoft SQL Server in conjunction with the Software, and You will acquire from Microsoft any licenses to Microsoft SQL Server that exceeds the rights provided to You under this Software.

3.4. If You are a system integrator or original equipment manufacturer and You have integrated the Software into a Reseller/OEM Product for purposes of resale to Your end customer, You may transfer the Software to Your end customer upon their acceptance of this EULA and Your completion of the Software transfer registration notice at activate.rockwellautomation.com. If You are an end customer receiving a Reseller/OEM Product, You acknowledge and agree that (i) You have accepted and are bound by this EULA; (ii) the system integrator or original equipment manufacturer is not authorized to modify or amend this EULA or to offer any warranties or representations regarding the Software; (iii) Rockwell Automation's sole obligations with regard to the Software are as set forth in this EULA; and (iv) You will look solely to the system integrator or original equipment manufacturer for any defects in the Reseller/OEM Product, or incompatibilities with the Software.

3.5. If You use any third party software not supplied by Rockwell Automation, including open source software, in conjunction with any Software, You must ensure that such use does not require (i) disclosure or distribution of any Software in source code form, (ii) licensing of any Software for the purpose of making derivative works, or (iii) redistribution of any Software at no charge. For the avoidance of doubt, You may not combine Software with any software licensed under any version of or

derivative for the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Software or any modification to the Software to become subject to the terms of the GPL.

- 3.6. You are responsible for all telecommunication or Internet connections and associated fees required to access or use the Software, as well as all hardware and software on Your site.

4. **RESTRICTIONS**

4.1. **Copy/Design Restrictions:**

- a. You may not copy the Software or Documentation except to the extent stated in this section.
- i. You may make a copy of the Software provided that any such copy is only for archival purposes to internally back up the Software.
- ii. You may make a copy of the Software for purposes of installation of the Software within Your organization provided You have purchased licenses for such Software copies.
- iii. You may copy the Software image with prior written consent by Rockwell Automation provided you have purchased the required licenses for such Software image copies.
- iv. You will retain and reproduce all copyright or proprietary notices in their exact form on all copies (including partial copies) of the Software or Documentation made by You as permitted per this section 4.1.
- b. You may not reverse assemble, reverse engineer, decompile, translate or create derivative works based on the Software or Documentation, except and only to the extent that such restrictions may be permitted by applicable law, or as set forth in Section 14. You may not work around or bypass any technical restrictions or limitations in the Software. If You intend to undertake any of the foregoing as permitted by applicable law, You will give Rockwell Automation advance notice and an opportunity to provide alternative means to address Your needs.
- c. If You upgraded or updated the Software to a newer version of the Software, You may not transfer the prior edition or prior version to another user.
- d. You may not remove, minimize, block or modify any logs, trademarks, copyrights or other notices of Rockwell Automation or its licensors that are included in the Software or Documentation.
- e. You may not use the Software or Documentation to make Software training materials to be sold,

licensed, used, or distributed, except for Your internal use of Documentation copied in its entirety, and screen captures of Your Software application. You are solely responsible and liable for any such training materials You produce.

4.2. **Use Restrictions:**

- a. You may not provide, utilize, or commercially host the Software as an application service provider or the like for other third parties.
- b. Except as expressly stated herein, You may not sublicense, rent, resell, lease, or transfer the Software without Rockwell Automation's prior written consent.
- c. You may only use the Software at the Designated Location if a Designated Location has been specified.
- d. You may only use the Software on the Designated Device if a Designated Device has been specified.
- e. You may not use the Software beyond the License Type or License Term You have purchased in your Activation Certificate.
- f. The number of users accessing or using the Software at the same time may not exceed the number of valid software activations You have purchased.
- g. You may download and use Software for a Rockwell Automation product only if such product has been legitimately acquired directly from an authorized Rockwell Automation source. All other downloads and use thereof is strictly prohibited. For example, if You have acquired a Rockwell Automation product from an unauthorized source, e.g., an unauthorized online reseller, You are not permitted to download any materials, including Software and firmware updates, and any use of such materials is prohibited.
- h. You may not use any Confidential Information to contest the validity of any intellectual property of Rockwell Automation or its licensors.

4.3. **Other Restrictions:**

- a. You may not separate component parts of the Software for independent use.
- b. You may not use hardware, software or programming techniques to pool connections, reroute information, or reduce the number of required licenses that directly access or use the Software.
- c. You may not use any tool, utilities, programming techniques or command lines to provide enhanced

interfacing to the Software beyond authorized Rockwell Automation available interfaces.

- d. You are not granted a license to use the automation interface or other programmatic interfaces contained within the Software in conjunction with any third party software not authorized by Rockwell Automation in writing, including, but not limited to, change management systems.
- e. Any application created by use of the Software is prohibited from being translated into instructions that run on third party Software or hardware platforms without our written consent.
- f. You may only install the Software for use with one architecture and one operating system at any given time.

5. LIMITED WARRANTY

- 5.1. The Software is warranted for ninety (90) days after its initial delivery to You that it will substantially conform with its Documentation supplied by Rockwell Automation at the time of initial delivery of the Software. Rockwell Automation will use commercially reasonable efforts designed to identify and remove any viruses or other similar intentionally harmful code from the Software prior to delivery to You. Defective media on which the Software was delivered will be replaced without charge if returned during the warranty period. This warranty shall be void if You attempt to modify the Software in any way or use the Software in breach of this EULA. Rockwell Automation makes no representation or warranty, express or implied, that the operation of the Software will be uninterrupted or error free, or that the functions contained in the Software will meet or satisfy Your intended use or requirements; You assume complete responsibility for decisions made or actions taken based on information obtained using the Software. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Rockwell Automation does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
- 5.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ROCKWELL AUTOMATION AND ITS LICENSORS DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY UNDER UCITA. NO ORAL OR WRITTEN

INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY ROCKWELL AUTOMATION OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION.

- 5.3. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET OR BE USED IN CONNECTION WITH HARDWARE AND OTHER PRODUCTS THAT ARE CONNECTED TO THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ROCKWELL AUTOMATION AND ITS LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB-SITES, COMPUTERS, OR NETWORKS. ROCKWELL AUTOMATION AND ITS LICENSORS WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES.
- 5.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.
- 6. LIMITATION OF REMEDIES
- 6.1. Rockwell Automation's entire liability and Your exclusive remedy for breach of the Limited Warranty shall be:
 - a. The replacement of the Software not meeting the Limited Warranty specified above which is returned with proof of purchase during the warranty period; or
 - b. If Rockwell Automation is unable through reasonable efforts to deliver replacement Software which meets the Limited Warranty specified above, You may terminate this EULA by returning or destroying the Software as provided herein, and Rockwell Automation or its reseller will refund Your purchase price.
- 7. SUPPORT SERVICES: Rockwell Automation does not provide any support services for the Software under this EULA. You have no rights to any updates, upgrades or enhancements to the Software unless you separately purchase a Rockwell Automation software support service agreement. Rockwell Automation offers multiple

software support services. For more information contact your local distributor or Rockwell Automation representative.

8. **INDEMNIFICATION:** Rockwell Automation will pay costs and damages finally awarded in any suit against You to the extent based on a finding that the design of Software licensed hereunder by Rockwell Automation infringes any patent, utility model, copyright, or trademark granted or registered in the country of Rockwell Automation's shipping destination, provided that You: (i) promptly inform Rockwell Automation of the alleged infringement in writing; (ii) provide Rockwell Automation the exclusive right to defend and settle the suit, at Rockwell Automation's expense; and (iii) provide all reasonable information and assistance requested for the defense. Rockwell Automation shall have no liability for any infringement that is based upon or arises out of: (a) compliance with Your instructions, specifications or designs; (b) use of Software in Your or a third-party process; (c) combinations with other equipment, software or materials, including Reseller/OEM Products, not supplied by Rockwell Automation; or (d) Your failure to implement any update to the Software furnished by Rockwell Automation. In the event any Software is determined or believed by Rockwell Automation to infringe the rights of a third party, Rockwell Automation may, at its sole option and expense, elect to: (a) modify the Software so that it is non-infringing, (b) replace the Software with non-infringing Software that is functionally equivalent or superior in performance, (c) obtain a license for You to continue to use the Software as provided hereunder, or (d) if none of the foregoing can be achieved despite the reasonable efforts of Rockwell Automation, terminate the license for the infringing Software, have You return or destroy such Software, and refund to You the license fees paid by Customer for such Software, prorated over sixty (60) months from the date of this Agreement on a straight-line basis. The foregoing states the sole and exclusive obligations of Rockwell Automation for intellectual property infringement.

9. **LIMITATION OF LIABILITY**

- 9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROCKWELL AUTOMATION OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR LOST SAVINGS, FOR LOSS OF PRIVACY, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY

WAY RELATED TO THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ROCKWELL AUTOMATION OR ITS RESELLER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 9.3. ROCKWELL AUTOMATION'S AND ITS THIRD PARTY LICENSORS' MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE LICENSE FEES PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.
- 9.4. ALL OF THE DISCLAIMERS AND LIMITATIONS OF REMEDIES AND/OR LIABILITY THROUGHOUT THIS EULA WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS EULA OR ANY OTHER AGREEMENT BETWEEN YOU AND ROCKWELL AUTOMATION AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES.
10. **NO HIGH RISK USE:** The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale in hazardous environments requiring fail-safe performance in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Unless Rockwell Automation gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, the License excludes any High Risk Activities, and You (i) shall not use the Software with respect to any High Risk Activities, and (ii) shall indemnify Rockwell Automation and its licensors from all losses, claims, damages, costs, attorneys' fees and other expenses relating to such High Risk Activities.

11. **TERM AND TERMINATION**

- 11.1. This EULA takes effect upon Your downloading, installing, copying or otherwise using the Software and remains effective until terminated for any

reason. You may terminate it at any time by destroying all copies of the Software and Documentation in Your possession. This EULA will also automatically terminate if You fail to comply with any term or condition of this EULA. You agree upon termination of this EULA to cease using the Software and either return to Rockwell Automation or destroy all copies of the Software and Documentation in Your possession. If this Software has been licensed to You as part of a subscription service or limited License Term, this EULA shall terminate after the period of the subscription or Licensed Term has lapsed. Termination of this EULA will automatically terminate all licenses granted herein. The protections in this EULA relating to intellectual property protection, confidentiality, disclaimers, and liability limitations shall survive any termination or expiration of this Agreement.

11.2. This Software will cease to operate at the expiration of your License Term, or whenever the Software is unable to locate a Factorytalk® Activation. Software that is enabled with a grace period will continue to operate for seven (7) days without a Factorytalk® Activation to provide users with a grace period for renewing applicable licenses or resolving your Factorytalk® Activation issue. During the grace period, product features in excess of that originally licensed may be accessible. Licensee is not authorized to use features in excess of those originally licensed.

12. **ACADEMIC USE:** If this Software was purchased for academic or research use by an educational institution, it may be used for teaching and research purposes only. Commercial use of the Software is prohibited if the software was intended for educational use. Only the instructor/professor registered to the Software is eligible to contact Rockwell Automation for technical support and product updates. If this Software is Arena simulation software, You have the right to make copies of the Software (the media excluding activation) solely for academic, teaching and research purposes.

13. **PREPRODUCTION RELEASES**

13.1. As an accommodation to You, Rockwell Automation may provide You with a preproduction release of the Software (often labeled a "beta release"). These releases are not suitable for production use. You agree to comply with the beta form accompanying such Software.

13.2. SUCH RELEASES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND. USE OF BETA RELEASES IS AT YOUR SOLE RISK.

14. **COMPLEMENTARY SOFTWARE**

Complementary Software is intended to be used for example purposes or to provide additional complementary features. The Complementary Software may be contained in the Software, Documentation (electronic or printed) or downloaded from the Rockwell Automation website. Rockwell Automation and its third party licensors make no representations or warranties regarding Your use of the Complementary Software and related Documentation. You may modify and create derivative works of Complementary Software that is in the form of samples or reusable application code. All such Complementary Software is provided "as is", and technical support for and future enhancement of such Complementary Software is not guaranteed nor included as part of Rockwell Automation's standard software support services. Rockwell Automation disclaims all warranties with regard to this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

15. **GOVERNMENT RESTRICTED RIGHTS:** If You are a branch or agency of the United States Government, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

16. **EXPORT CONTROLS:** The Software and Documentation supplied by Rockwell Automation under this EULA are subject to export controls under the laws and regulations of the United States ("U.S.") and any other applicable countries' laws and regulations. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of Rockwell Automation Software and Documentation and will obtain all required U.S. and local authorizations, permits, or licenses. You and Rockwell Automation each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

17. **AUDIT:** You agree that Rockwell Automation may audit Your use of the Software for compliance with these terms, upon reasonable notice. You agree to

cooperate fully with Rockwell Automation and its authorized agents in any such audit to assist in accurately determining Your compliance with the terms and conditions of this EULA. Rockwell Automation and its authorized agents will comply with Your reasonable security regulations while on Your premises. In the event that such audit reveals any use of the Software by You other than in full compliance with the terms of this EULA, You shall reimburse Rockwell Automation for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

18. OWNERSHIP

18.1. The Software and Documentation are protected by copyright and other intellectual property laws and treaties. Rockwell Automation or its licensors retain the title, copyright, and other intellectual property rights in the Software and Documentation, including permitted copies. You do not acquire any rights, express or implied, other than those expressly granted in this EULA. The Software and Documentation are licensed, not sold. Nothing in this EULA constitutes a waiver of our rights under U.S. or international copyright law or any other law.

18.2. You may provide Rockwell Automation with suggestions, comments or other feedback with respect to the Software. Feedback is voluntary. Rockwell Automation may use feedback for any purpose, including improvement of the Software, without obligation or restriction of any kind.

18.3. You agree that a material breach of this EULA adversely affecting Rockwell Automation's intellectual property rights may cause irreparable injury to Rockwell Automation for which monetary damages would not be an adequate remedy, and Rockwell Automation shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

19. CONFIDENTIAL INFORMATION: You shall not use or disclose any Confidential Information, except as expressly authorized by this EULA, and shall protect all such Confidential Information using the same degree of care which You use with respect to Your own similarly valuable proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information.

20. DATA: In Rockwell Automation's performance of services, sales activities, or in connection with Your use of Rockwell Automation products and Software, Rockwell Automation may obtain, receive, or collect data or information, including Your contact

information, computer system, installation, or usage specific data (collectively, the "Data"). In such cases, You grant Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its Affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Your use of the products, Software and services. In addition, You grant Rockwell Automation and its Affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its Affiliates may also use this information in the aggregate, in a form which does not personally identify You, to improve our products, Software and services and we may share anonymous aggregate data with our third party suppliers and service providers.

21. ASSIGNMENT: You may not assign this EULA, in whole or in part, without Rockwell Automation's prior written consent. Any attempt to assign this EULA without such consent will be null and void. Subject to the foregoing, this EULA will bind and inure to the benefits of each party's permitted successors and assigns.

22. GOVERNING LAW: This EULA shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions. The United Nations Convention on the International Sale of Goods will not apply. You agree to bring any action in connection with this EULA or the Software exclusively in the state or federal courts of Wisconsin, and You further agree to the jurisdiction of the state and federal courts of Wisconsin for any action that Rockwell Automation brings against You.

23. THIRD PARTY SOFTWARE: The Software may incorporate, embed, or be bundled with third party software which requires You to accept and be bound by notices and/or additional terms and conditions. Such required third party notices and/or additional terms and conditions are identified in the help or about screens and license.txt or readme text files of the Software and are made a part of and incorporated by reference into this EULA, or as provided in the Product Compatibility download Center located at <http://www.rockwellautomation.com/rockwellautomation/support/pcdc.page>. By accepting this EULA, You agree to review such terms and conditions set forth therein, if any, and Your use of the Software will be deemed to be Your acceptance thereof.

24. MISCELLANEOUS

24.1. This EULA, and any amendment or addendum to this EULA that accompanies the Software, is the complete and exclusive agreement between Rockwell Automation and You, and supersede all prior agreements, whether written or oral, relating to the Software provided and the Documentation. No additional or different terms in any purchase order or other similar document furnished by You will be binding on Rockwell Automation and all such terms are deemed rejected. This EULA may not be changed or modified except by an instrument in writing signed by a duly authorized representative

of Rockwell Automation. If for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of the EULA shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

24.2. The parties acknowledge that they have required the EULA to be drafted in English. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions, the English version will prevail.

