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Rev (07/2019)

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Please see Addendum below

(this document, in total, is 11 pages)

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2.3. **Your Activation Certificate.** Rockwell Automation consents to such use of the Software provided You abide by the EULA and Addendum terms, and You shall be fully responsible for Your customers’ acts and

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You are an end customer receiving an OEM product, You acknowledge and agree that (i) You have accepted and are bound by this Addendum; (ii) the original equipment manufacturer is not authorized to modify or amend this Addendum or to offer any warranties or representations regarding the Software or service; (iii) Rockwell Automation’s sole obligations with regard to the Software or service are as set forth in the EULA and this Addendum; and (iv) You will look solely to the original equipment manufacturer for any defects in the OEM product, or any incompatibilities with the Software.

3. **ADMINISTRATION.** Your use of this Software, or Your participation in these Services, involves having a user account as may be required by Rockwell Automation. You agree to accept responsibility for all activities that occur under Your user account. You are responsible for identifying and authenticating all users, approving access by such users, and controlling against unauthorized access. You are responsible for maintaining the confidentiality of Your users’ account information and passwords. Rockwell Automation will have the right to rely on any information received from any person or entity using Your user account and password, and Rockwell Automation will incur no liability arising out of such reliance. Rockwell Automation is not responsible for any harm caused by Your users, including individuals who were not authorized to have access to the Software. If You become aware of any unauthorized use of Your password or user account, it is Your responsibility to notify Rockwell Automation as promptly as possible.

4. **DATA LOCATION.** Pursuant to applicable laws, Rockwell Automation may process and store Your Data anywhere Rockwell Automation or its agents maintain facilities. By using the Software, You consent to this processing and storage of

Your Data. For purposes of this Addendum, Your Data will also include Your Customer's or other third party Data that is made available to the Software or Services (collectively hereafter "Data").

- 4.1.** Rockwell Automation will provide You access to and use of the Software and services on the Cloud Platform. Rockwell Automation will not assume any obligations nor responsibility to effect any Data connection to such Cloud Platform. Such Data connection and the use of and access to applicable Software or service requires an internet connection and suitable software and hardware as described in the applicable Software or service product descriptions.
- 5. CUSTOMER DATA.** You represent and warrant that You have the rights to the Data provided or made available by You to Rockwell Automation, for Rockwell Automation to perform its obligations under this Agreement, and that such access to and use of the Data provided under the EULA or this Addendum will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. You agree to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Your or Your customer's Data.
- 6. YOUR OBLIGATIONS.**

 - 6.1.** You are responsible for Your or Your customer's Data and use of the Software.
 - 6.2.** You will obtain and maintain all required consents necessary to permit processing Your or Your customer's Data within the Software.
 - 6.3.** You agree not to use, or permit use of the Software, in a manner that violates the Rockwell Automation Acceptable Use Policy, as referenced below.
 - 6.4.** You will defend and indemnify Rockwell Automation and its Affiliates against any liabilities, damages, and costs arising from (a) Your Data or (b) Your use of the Software in violation of the EULA or this Addendum.
- 7. DATA STORAGE.** Rockwell Automation and its suppliers are not responsible, or liable for, the deletion of or failure to store any of Your Data and other communication maintained or transmitted through use of the Software. You are responsible for Your own disaster recovery plan, including but not limited to, securing access to and backing up Your Data.
- 8. ADDITIONAL RESTRICTIONS.** You agree not to, and not to allow third parties, to:

 - 8.1.** use Software for high risk activities such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, offshore oil facilities, or weapons systems environments;
 - 8.2.** Distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature.
- 9. COMPLIANCE.** You acknowledge that Rockwell Automation or a third party on Rockwell Automation's behalf may monitor Your access to and use of the Software to the extent required to ensure compliance with these terms.
- 10. UPDATES.** Rockwell Automation or its suppliers may make changes to the Software from time to time. If You have paid for the Software, Rockwell Automation will provide You with one month prior notice before removing any material feature or functionality, unless security, legal, or system performance considerations require an expedited removal.
- 11. SECURITY.** Commercially reasonable physical, logical, and technical measures are used to protect your Data. For more information about such measures, please refer rok.auto/legalnotices.
- 12. DATA PRIVACY.** Rockwell Automation treats Your Data in accordance with our privacy terms located at rok/auto/legalnotices.
- 13. SUSPENSION OR TERMINATION.** To the extent You are using Software legitimately acquired from an authorized Rockwell Automation source at no cost to You, or within an applicable grace period, Rockwell Automation may suspend or terminate the Software at any time for any or no reason, including, but not limited to, if Rockwell Automation reasonably believes: (i) You have violated the EULA or this Addendum; (ii) Your user account should be removed due to prolonged inactivity; (iii) Rockwell Automation's provision of the Software is no longer

commercially viable. Rockwell Automation will make reasonable efforts to notify You by the email address associated with the user account.

14. TERMINATION OF USE. Rockwell Automation may immediately disable, suspend, or terminate Your access to or use of the Software, if You violate any provision of the EULA or this Addendum. Rockwell Automation may delete or render inaccessible any of Your Data that remains in the Software, and Rockwell Automation will have no liability for deletion of Your Data.

15. DATA OVERAGE. Rockwell Automation reserves the right to charge You at the end of Your subscription term if You exceed the level of usage

authorized in your initial purchase of the Software provided online, on a subscription basis, or in association with services enabled in the cloud.

16. APPLICABILITY. These terms are between Rockwell Automation and You, regardless of whether the purchase is made directly from Rockwell Automation or through any authorized distributor or any other authorized reseller.

17. GENERAL. Previously negotiated and signed terms and conditions between You and Rockwell Automation will supersede terms in this Addendum to the extent of any conflicts.