ACCEPTANCE OF TERMS AND CONDITIONS

The following are terms of a legal agreement between you as a user of this web site (the "Site") and Rockwell Automation, Inc. and its subsidiaries and affiliates (collectively "Rockwell Automation"). By accessing, browsing, contributing to, downloading from or otherwise using this Site, you acknowledge having read and understood, and hereby agree to be bound by the following terms and conditions. In addition, you also acknowledge having read and understood, and hereby agree to be bound by Rockwell Automation's general web site <u>Terms and Conditions</u> of <u>Access</u>. This Site is controlled or operated by Rockwell Automation from its offices within the State of Wisconsin, United States of America. If you access this Site from a location outside of the United States, you do so on your own initiative, being separately responsible for compliance with any applicable local law on internet usage and web site access.

Rockwell Automation provides and maintains this Site as a convenience to you and other users. Although Rockwell Automation reserves the right at any time and for any reason to refuse access to or edit or remove content from this Site, you acknowledge and agree to accept sole responsibility and liability for any Site content posted, transmitted, downloaded, or used by you. Rockwell Automation has no obligation to monitor Site content and does not endorse or guarantee the accuracy or completeness of the information contained therein.

Access to (including the ability to post and download materials) this Site may be unavailable to you and other users from time to time due to normal maintenance and upgrades of Rockwell Automation's network and systems. Rockwell Automation expressly disclaims any responsibility to maintain or provide you access to this Site for any specific duration and reserves the right to modify or eliminate this Site (or your access to it) at any time, for any or no reason, without obligation or liability of any kind to you or any other user, including those who may have previously posted or transmitted materials to this Site.

Your Obligations With Respect to Contributing, Posting or Modifying Site Content

1. Your right and ability to post and transmit materials to this Site are limited, subject to the terms and conditions as stated herein. You may not modify, delete from or add to any Site

content posted by Rockwell Automation or any other user without the express permission of Rockwell Automation or the applicable user.

- 2. You may not post or transmit to this Site any material that you know or ought reasonably to have known (i) cannot be legally distributed (whether by law or regulation or in contempt of any court or other governmental authority or body); (ii) that infringes the copyrights, trademarks, trade secrets, or other proprietary rights of any third party; or (iii) that contains any content that is illegal, threatening, harassing, defamatory, obscene, pornographic or indecent.
- 3. You may not post or transmit any material to this Site that breaches any laws or regulation relating to a person's right to privacy or the export of personal data.
- 4. You may not post or transmit or permit the posting or transmission of any material to this Site which contains a computer virus or Trojan horse.
- 5. You understand and agree that materials you post or transmit to this Site will be generally accessible by other Site users (including Rockwell Automation), and as such will not be maintained in confidence by Rockwell Automation or otherwise secured as to access and use. You acknowledge that you have considered the sensitivity of the materials that you may be posting or transmitting to this Site, the consequences of any uncontrolled use or disclosure thereof by others (including Rockwell Automation), and the relative security (or lack thereof) of this Site.
- 6. You agree that you will not be entitled to any form of compensation or consideration from Rockwell Automation relative to the posting or subsequent downloading or use by other users (including Rockwell Automation) of materials posted or transmitted to this Site by you.
- 7. You represent that you are the copyright owner of permitted use licensee of the materials that you are posting or transmitting to this Site. As such, you hereby agree to extend to Rockwell Automation a limited license to maintain and reproduce such copyrighted materials on this Site, including facilitating the access to and downloading of such materials by other Site users, including Rockwell Automation.

- 8. You understand and agree that Rockwell Automation will have the right (but not the obligation) to reject or exclude from this Site any materials posted or transmitted by you at any time and for any reason.
- 9. You agree to indemnify and defend Rockwell Automation, its respective directors, officers and employees, from and against any and all claims, damages, and cost, of whatever kind or nature, in contract, tort, or otherwise (including claims of infringement or misappropriation), arising as a result of your use of this Site, including without limitation, your posting or transmitting of materials to this Site or the subsequent downloading and use of such materials by other Site users.

Your Obligations With Respect to Downloading and Using Site Content

- Your right and ability to download and use Site content are limited, subject to the terms and conditions as stated herein. All use of available Site content will be at your sole risk. You acknowledge that Rockwell Automation has not reviewed or evaluated (nor is obligated to do so) the materials posted or transmitted to this Site by others and expressly agree that Rockwell Automation will have no obligation or liability of any kind with respect to the use or utility of any such materials downloaded by you or others.
- 2. You will not use Site content for any purpose or in any manner that is unlawful or that violates any intellectual property right, privacy right, or other right of Rockwell Automation or any third party.
- 3. The copyright in material downloadable or accessible on this Site is held by Rockwell Automation or by the original creator of the applicable material. You may not delete or alter or attempt to delete or alter any attribution, legal notice, trademark or copyright notice appearing on any Site content and such notices or marks must be included on any copy you make. Furthermore, you will not reproduce, redistribute or repost on other web sites materials downloaded from this Site unless expressly authorized to do so by the relevant material copyright owner.

4. You must take your own precautions to ensure that whatever content you select from this Site is free of computer viruses or Trojan horses that may interfere with or damage the functionality of this Site or the operations of your or any third party computer system.

TRADEMARKS

The trademarks, service marks, and logos (the "Trademarks") as may be used and displayed on this Site and in Site content are registered and unregistered Trademarks of Rockwell Automation and others. Nothing on this Site or in Site content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any such Trademark without the prior written permission of the applicable Trademark owner. Rockwell Automation prohibits the use of any Rockwell Automation Trademark as a "hot link" icon to this Site or any Rockwell Automation web site without the prior written permission of Rockwell Automation. Users posting or transmitting materials to this Site hereby grant to Rockwell Automation a limited licensed to replicate and maintain on this Site the Trademarks of such users to the extent embodied within such materials.

DISCLAIMER OF WARRANTY

THE MATERIALS MAINTAINED ON OR ACCESSED BY WAY OF THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. ROCKWELL AUTOMATION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE, RESPECTING THE MATERIALS MAINTAINED ON OR ACCESSED BY WAY OF THIS SITE OR ANY WEB SITES LINKED TO THIS SITE. FURTHERMORE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE ACCURACY, OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SOFTWARE, SYSTEMS AND SERVICES COMPRISING OR UTILIZED IN THE OPERATION OF THIS SITE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ROCKWELL AUTOMATION, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

DISCLAIMER OF LIABILITY

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) WILL ROCKWELL AUTOMATION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, DELAYS, LOSS OF DATA OR PROFIT) ARISING OUT OF THE POSTING (OR THE INABILITY TO POST) OR THE USE (OR THE INABILITY TO USE) THE MATERIALS MAINTAINED ON OR ACCESSED BY WAY OF THIS SITE EVEN IF ROCKWELL AUTOMATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.