

## Rockwell Automation Software Support Services Policy

1. **General.** This Software Support Services Policy ("Policy") establishes the terms and conditions applicable to Support Services provided for Rockwell Automation's Software and Cloud Services (the "Software"). Use of the Software is subject to and governed exclusively by the Rockwell Automation Software and Cloud Services Agreement (the "SCSA") <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/software-cloud-services-agreement.html>. In the event of a conflict between this Policy and the SCSA, the SCSA will govern. Capitalized terms not defined in this Policy are defined in the SCSA.
2. **Fees.** Fees for Software and Support Services are due thirty (30) days from the date of the invoice. All Support Services are non-refundable and non-cancellable during the Term of Use.
3. **Changes.** Support Services are subject to change at Rockwell Automation's discretion; however, no change will result in a material reduction in the level of the Support Services provided for the Software during the Term of Use for which you have paid for Support Services.
4. **Software with Support Services.** In some situations, Customers may have the option to purchase Software as a Software Subscription license including Support Services, or a Perpetual Software license with Support Services.
  - 4.1. **Subscription Software – Support Services.** Rockwell Automation offers some Software as a subscription. Subscriptions allow You to purchase access to the Software and include Support Services for the Term of Use of the Software.
  - 4.2. **Perpetual Software – Support Services.** Rockwell Automation offers some Software as a perpetual license bundled with Support Services. The Order Form will identify the Term of Use for the Support Services at the time of purchase. The Term of Use for Support Services may be different from the Term of Use for Software. To maintain access to the Support Services after the Initial Term of Use, Customer must renew the Support Services at the then-current Support Services Fee for a Renewal Term.
5. **Renewal.** All Support Services will automatically renew unless Customer gives notice of its intent not to renew at least ninety (90) days before the expiration of the then-current Term of Use. If Customer does not renew the Support Services, Customer will have no access to Support Services, and the Software will not be updated after the expiration of the then-current Term of Use. Customer (including end users or other Rockwell Automation approved resellers, partners, distributors, or system integrators) will not be entitled to reactivate (or transfer) Support Services unless i) Customer is current on all Fees due for the Software; and ii) Customer purchases new Support Services at then-current prices with a Term of Use beginning on the date of expiration of the previous Support Services Term of Use. This applies to any provider of Rockwell Automation Software.
6. **Support Services Provided.** Support Services are offered to provide assistance to Customers with issues and questions beyond what is covered in the Software Documentation. Customer acknowledges that it may not be possible for Rockwell Automation to correct every or any defect, error, or problem reported by Customer or of which Rockwell Automation is otherwise made aware. Customer understands that Rockwell Automation may need additional information regarding its use of the Software to provide the Support Services and agrees that some issues may be outside the scope of these Support Services and may require additional services and fees to address those issues.
  - 6.1. **Support Services.** If Customer is current on all Fees due for the Software and Support Services, Rockwell Automation shall use commercially reasonable efforts to assist Customer with the following:
    - 6.1.1. **Installation and Downloads:** Support for installation includes troubleshooting related to Customer's downloading and installing of the Software in compliance with the Documentation.
    - 6.1.2. **Basic Configuration Issues:** Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Services (as defined below) to ensure proper operation and connectivity in compliance with the Documentation.
    - 6.1.3. **Questions:** Rockwell Automation's qualified personnel will answer Customer's "how to" questions related to standard and intended Software usage in compliance with the Documentation.
    - 6.1.4. **New Version:** Support for issues regarding the replacement of a previous version with a newer version of the Software.
    - 6.1.5. **Additional Services:** Additional support required beyond these Support Services may be provided subject to a separate agreement and fee.
    - 6.1.6. **Software updates:** Rockwell Automation will provide access to Software updates as available. Such updates may be accessed at the Rockwell Automation Support Center (<https://www.rockwellautomation.com/en->

## Rockwell Automation Software Support Services Policy

us/support/product/product-downloads.html), which also includes additional information regarding firmware, release notes, associated software, drivers, tools, and utilities.

### 6.2. Accessibility of Support Service.

**6.2.1. Phone Support:** Real-time product phone support and remote desktop troubleshooting.

**6.2.2. Knowledgebase:** Authored and continually improved upon by Rockwell Automation Technical Support Engineers, the Knowledgebase contains over 67,000 articles and is viewed over 5.4 million times a year (<https://rockwellautomation.custhelp.com/app/home>) and allows You to submit questions via chat or email, search the Knowledgebase for answers to questions, interact with peers through forums, bookmark information, request notifications of upgrades, and chat with Rockwell Automation engineers.

### 6.3. Support Services for other Software products.

**6.3.1.** Plex products see [Plex Customer Care Plans | Plex](#).

**6.3.2.** Fiix products see [CMMS Training & Implementation | Success Starts with Fiix \(fiixsoftware.com\)](#).

## 7. Your Obligations. You have the following obligations regarding Your access to the Support Services:

**7.1.** Customer has paid all required Fees for Support Services.

**7.2.** All requests for Support Services are submitted as specified in Section 6.

**7.3.** Customer reasonably and promptly cooperates with Rockwell Automation in providing the Support Services.

**7.4.** Customer promptly installs all updates, bug fixes, and releases provided by Rockwell Automation for the Software or as furnished as part of the Support Services.

**7.5.** Customer operates and installs the Software as required by the Documentation or otherwise recommended by Rockwell Automation.

**7.6.** Customer will ensure all relevant personnel have been trained in the proper use and operation of the Software.

## 8. Exclusions to Support Services. Rockwell Automation shall have no obligation to provide Support Services for issues that are based on or arise out of, as determined by Rockwell Automation, the following:

**8.1.** Use of the Software in violation of the SCSA or Documentation (including non-payment of Fees).

**8.2.** Use of the Software in combination with any other equipment, software, or materials, including third-party processes not supported by the Documentation.

**8.3.** Hardware, operating systems, networks, third-party software alterations, add-ons, applications developed using the software, customizations, or modifications to the Software not supported by the Documentation.

**8.4.** Failure to implement any update to the Software furnished by Rockwell Automation.

**8.5.** Issues due to any factors beyond Rockwell Automation's reasonable control.

**8.6.** Any version of the Software for which Support Service has been discontinued by Rockwell Automation.

**8.7.** Failure to meet Your obligations or other issues in Your systems or internet services.

## 9. Unsupported Software. If You have Unsupported Software, You are not entitled to Support Services or to otherwise download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services. Unsupported Software means Deprecated Software, as provided below, and Software provided by Rockwell Automation as software for which no Support Services are provided (e.g., accelerators, trial and evaluation software, diagnostic or pre-release versions, samples, etc.), including those provided in the Order Form.

## 10. Deprecated Software. As part of the Software lifecycle, it may become necessary for Rockwell Automation to cease Support Services for certain deprecated Software releases (including any embedded third-party software for which support has been retired by the relevant licensor or vendor of that software for which, in Rockwell Automation's good faith determination, it is no longer practicable for Rockwell Automation to continue to provide Support Services). In the event the Software and associated Support Services must be deprecated, Rockwell Automation will give You reasonable prior notice and, if deprecation occurs during a paid Term of Use for Support Services, Rockwell Automation will issue You a prorated refund of any prepaid, unused fees paid for the relevant Support Services.

## 11. Warranty; Disclaimer; Limitation of Liability. Rockwell Automation warrants it will perform the Support Services in a professional, workmanlike manner. You must notify Rockwell Automation of any material failure to comply with the foregoing

### **Rockwell Automation Software Support Services Policy**

warranty within ninety (90) days from performance of the noncompliance. In such event, Your sole and exclusive remedy and Rockwell Automation's sole and exclusive liability will be to use reasonable efforts to reperform the relevant Support Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW THE 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. 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 WARRANTY PROVIDED IN THIS SECTION OR MODIFY ROCKWELL AUTOMATION'S OBLIGATIONS UNDER THIS SUPPORT SERVICES POLICY. 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, BUSINESS INTERRUPTION, LOST SAVINGS, LOSS OF PRIVACY, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE SUPPORT SERVICES OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ROCKWELL AUTOMATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 FEES PAID, IF ANY, FOR THE SUPPORT SERVICES GIVING RISE TO THE CLAIM OR LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. ALL OF THE DISCLAIMERS AND LIMITATIONS OF REMEDIES AND/OR LIABILITY THROUGHOUT THIS AGREEMENT WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS AGREEMENT 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 AFFILIATES, VENDORS, APPOINTED DISTRIBUTORS, AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES.