

**Addendum for SaaS and Subscription Licenses**  
**ROCKWELL AUTOMATION END USER LICENSE AGREEMENT**

This Addendum for Software as a Service (“SaaS”), Subscription Licenses, and Web-based Software (“Addendum”) to the Rockwell Automation End User License Agreement (“EULA”) is between You and Rockwell Automation for Your access to, and use of, the Rockwell Automation Software (as defined in the EULA) provided online, on a subscription basis, or in association with services enabled in the cloud.

1. **Subject Matter.** Rockwell Automation provides or makes use of a cloud based data hosting platform (“Cloud Platform”) for the management of data from industrial assets. Rockwell Automation provides access to the Cloud Platform through “myRockwellAutomation” services. Further, Rockwell Automation offers data management Software applications running on the Cloud Platform. Rockwell Automation provides the customer access to these Software applications, such as FactoryTalk Analytics. The Cloud Platform that is provided or used with the Software or service, such as Microsoft Azure, as well as FactoryTalk Analytics, may be accessible via an account on-line through a web interface at myRockwellAutomation and applicable sub domains as well as any successor and related site or portal designated by Rockwell Automation.
2. **USE OF SOFTWARE.** During the License Term, You may use the Software solely for Your internal business operations. You may not sublicense or transfer these rights, except as specifically provided in the EULA.
  - a. You may allow Your employees, agents, and contractors (“Authorized Users”) to use the Software for the purposes provided in the EULA and this Addendum. You shall be fully responsible for Your Authorized Users’ acts and omissions, including without limitation Your Authorized Users’ compliance with this Addendum.
  - b. *OEM Customers.* If You are an original equipment manufacturer, You may make the Software available to Your customers as an integral part of Your product or service to Your Customer and not as a discrete product or service, unless otherwise set forth in 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 omissions including Your customers’ compliance with the EULA and Addendum. If 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").

  - a.** 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.**

  - a.** You are responsible for Your or Your customer's Data and use of the Software.

- b. You will obtain and maintain all required consents necessary to permit processing Your or Your customer's Data within the Software.
  - c. 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.
  - d. 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:
- a. 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;
  - b. 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](http://rok.auto/legalnotices)
- 12. DATA PRIVACY.** Rockwell Automation treats Your Data in accordance with our privacy terms located at [rok/auto/legalnotices](http://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.

## Acceptable Use Policy

This Acceptable Use Policy identifies activities that You are prohibited from engaging in when using the Software.

When using the Software, You may not:

1. Use the Software in a way that is against applicable law including:
  - a. Illegal activity such as child pornography; gambling; piracy; violating copyright, trademark, or other intellectual property laws.
  - b. Accessing or authorizing anyone to access the Software from an embargoed country.
  - c. Threatening, stalking, defaming, defrauding, degrading, victimizing, or intimidating anyone for any reason.
  - d. Invading anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, user account information, credit card numbers, addresses, or other contact information without their knowledge and consent.
2. Use the Software in a way that could harm them or impair anyone else's use of them. Including:
  - a. Any attempt to gain unauthorized access to the Software, acting to deny others access to the Software, or authorizing any third party to access or use the Software on Your behalf (such as anyone without a license or revealing to anyone Your username and password).
  - b. Use the Software to try to gain unauthorized access to any other service, Data, user account, or network by any means.
  - c. Use any automated process or service to access or use the Software such as a BOT, a spider, or periodic caching of information stored by Rockwell Automation or its suppliers.
  - d. Intending to harm or exploit minors in any way, or collecting personally identifiable information of any minor.
3. Falsify any email header information or in any way misrepresent Your identity.
  - a. Including misrepresenting the source of anything You post or upload or impersonating another individual or entity, such as with "spoofing".
4. Use the Software to transmit, distribute, or deliver any unsolicited bulk or unsolicited commercial e-mail (i.e., spam).
  - a. Except with regard to spam that You are directing to a Rockwell Automation provided e-mail spam filter.
5. Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Software.

- a. Including providing or creating links to external sites that violate this Acceptable use policy or other legal agreements Rockwell Automation provides.
- b. As well as any use of the Software to distribute any offering or link designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.)

Additionally:

1. Rockwell Automation is not responsible for the content of any user-created posting, listing, or message. The decision to view content or engage with others is Yours. We advise You to use Your judgment.
2. You are responsible for protecting Your computer against interference, spyware, or viruses that may be encountered for downloaded items from the Software. We recommend You install a virus protection program on Your computer and keep it up to date.

Rockwell Automation reserves the right to amend or change the Acceptable Use Policy of any Software at any time without notice. We encourage You to periodically review these guidelines to ensure You are in compliance.

Nothing in this policy is intended to grant any rights in the Software. Failure to enforce this policy in every instance does not amount to a waiver of Rockwell Automation's rights.