

## Customer Records

Customer grants to Rockwell Automation and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement.

In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Rockwell Automation the appropriate license fees, plus the reasonable cost of conducting the audit. Export, Re-export, Transfer and Use Controls

The Software, documentation and technology or direct products thereof (hereafter referred to as Software and technology), supplied by Rockwell Automation under the Agreement are subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, transfer and use of Rockwell Automation Software and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Rockwell Automation and Customer 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.

## U.S. Government End User Purchasers

The Software and documentation qualify as 'commercial items,' as that term is defined at federal acquisition regulation ('FAR') (48 C.F.R.) 2.101, consisting of 'commercial computer software' and 'commercial computer software documentation' as such terms are used in FAR 12.212, consistent with FAR 12.212 and DOD FAR supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to government end user or, if the Agreement is direct, government end user will acquire the Software and documentation with only those rights set forth in the Agreement. Use of either the Software or documentation or both constitutes agreement by the government that the Software and documentation are 'commercial computer software' and 'commercial computer software documentation,' and constitutes acceptance of the rights and restrictions herein.

## Identified Components; Additional Terms

The Software may contain or be delivered with one or more components, which may include third party components, identified by Rockwell Automation in the documentation, readme.txt file, third party click-accept or elsewhere (for example, on [www.RockwellAutomation.com](http://www.RockwellAutomation.com)) (the 'identified component(s)') as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, 'additional terms') than those set forth herein. You agree to the applicable additional terms for any such identified component(s).

## Limited Warranty

Subject to the limitations and conditions set forth herein, Rockwell Automation warrants that commencing from the date of shipment to Customer (but in case of resale by an approved source other than Rockwell Automation, commencing not more than ninety (90) days after original shipment by Rockwell Automation), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to Software in the warranty card accompanying the product of which the Software is a part (the 'product') (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the documentation. The date of shipment of a product by Rockwell Automation is set forth on the packaging material in which the product is shipped.

Except for the foregoing, the Software is provided 'as is.' This limited warranty extends only to the Software purchased from an approved source by a Customer who is the first registered end user. Customer's sole and exclusive remedy and the entire liability of Rockwell Automation and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at Rockwell Automation's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the approved source supplying the Software to Customer, within the warranty period. Rockwell Automation or the approved source supplying the Software to Customer may, at its option, require return of the Software and/or documentation as a condition to the remedy.

In no event does Rockwell Automation warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. 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.