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Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not fully apply to you. Customer acknowledges and agrees that Rockwell Automation has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction

If you acquired, by reference to the address on the purchase order accepted by the approved source, the Software in the United States, Latin America, or the Caribbean, the Agreement and warranties ('warranties') are controlled by and construed under the laws of the state of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or warranties. If you acquired the Software in Canada, unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of the province of Ontario, Canada, notwithstanding any conflicts of law provisions; and the courts of the province of Ontario shall have exclusive jurisdiction over any claim arising under the Agreement or warranties.

If you acquired the Software in Europe, the Middle East, Africa, Asia or Oceania (excluding Australia), unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of England, notwithstanding any conflicts of law provisions; and the English courts shall have exclusive jurisdiction over any claim arising under the Agreement or warranties. In addition, if the Agreement is controlled by the laws of England, no person who is not a party to the Agreement shall be entitled to enforce or take the benefit of any of its terms under the contracts (rights of third parties) act 1999. If you acquired the Software in Japan, unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of Japan, notwithstanding any conflicts of law provisions; and the Tokyo district court of Japan shall have exclusive jurisdiction over any claim arising under the Agreement or warranties.

If you acquired the Software in Australia, unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of the state of New South Wales, Australia, notwithstanding any conflicts of law provisions; and the state and federal courts of New South Wales shall have exclusive jurisdiction over any claim arising under the Agreement or warranties.

If you acquired the Software in any other country, unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of the state of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or warranties. For all countries referred to above, the parties specifically disclaim the application of the United Nations convention on contracts for the international sale of goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and warranties shall remain in full force and effect. except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.