



EXHIBIT A - EPC Program Terms and Conditions

The parties agree that the following terms and conditions shall govern the EPC Partner's participation in the PartnerNetwork and EPC Program:

1. EPC Partner Obligations.

EPC Partner agrees to:

- 1.1 Comply with the Program participation requirements and obligations set out in the Program Guide.
- 1.2 Use the Partner Program name and identity mark as outlined in the license below and in compliance with the PartnerNetwork Co-Marketing Guide as may be in effect from time to time.
- 1.3 Be responsible to its customers for the sales, warranty and support of the integrated solutions provided and sold by it. Partner will be responsible for resolving its own customer questions and issues in a timely fashion.
- 1.4 Comply with Rockwell Automation's access terms and conditions as may be in effect from time to time regarding Rockwell Automation Internet or Extranet web site usage, including linking of such sites from Partner's own web sites.
- 1.5 Allow Rockwell Automation to use its name as a Rockwell Automation Partner in external communications.

2. Confidentiality. Each party ("Receiving Party") will maintain in confidence all information deemed confidential by and obtained from or about the other party ("Disclosing Party") in connection with Partner's participation in the Program ("Confidential Information"). Confidential Information may include, without limitation, information regarding the Disclosing Party's finances, internal operations, product research and development, vendors, and customers. Receiving Party agrees not to disclose to any third party or to use any such Confidential Information except that Receiving Party's obligation of confidentiality and non-use will not apply to information of the Disclosing Party (i) to the extent it is published or becomes available to the public or the industry by means other than a disclosure by the Receiving Party, or (ii) that was in Receiving Party's possession on a non-confidential basis prior to the disclosure by Disclosing Party, or (iii) that is or becomes available from an independent source without breach of this Agreement or violation of law or duty, or (iv) that is or has been independently developed by or for Receiving Party. This obligation of confidentiality and non-use will survive five (5) years after termination of this Agreement unless otherwise agreed to by the Parties in a separate Non-Disclosure Agreement. In the event of a conflict between these confidentiality terms and the terms of a separate Non-Disclosure Agreement between the parties, the terms of the Non-Disclosure Agreement will prevail.

3. Compliance with Laws. Partner agrees not to engage in Bribery or the appearance of Bribery. "Bribery" is the offer of anything of value to an individual to obtain an improper advantage. Bribery is present even when the value given is very small. Bribery is illegal (US Foreign Corrupt Practices Act, UK Bribery Act, other laws) and against Rockwell Automation policy. Partner agrees that its employees and others working on its behalf will not engage in Bribery. Partner will not engage in Bribery in private transactions, in public transactions, or when seeking service from public servants or political candidates. No payment shall be done to anyone for any reason, on behalf, or for the benefit of Rockwell Automation that is not accurately recorded in Partner's books and records, including amount and recipient, all with supporting documentation. Rockwell Automation reserves the right to disclose the terms and conditions of this Agreement to agencies of the United States Government. Partner further agrees that it will comply with all governmental laws, regulations and orders applicable to any import, export, purchase and sale of goods and services related to this Agreement, including without limitation United States export control and anti-boycott laws and regulations. Partner agrees to notify Rockwell Automation in advance of any sale involving Rockwell Automation products or services that may be deemed to violate any such laws, regulations, and orders, whether or not applicable to or enforceable against Partner. Partner agrees to follow the Rockwell Automation PartnerNetwork Code of Conduct. If Rockwell Automation reasonably believes that a breach of this Section has occurred, it may at its discretion stop performance or immediately terminate this Agreement.

4. Identity Mark License. Rockwell Automation grants Partner a temporary, non-exclusive, limited license ("License") to use the Program identity mark[, including any certifications or badges.] in conjunction with its activities as a Partner in the Program. The License applies only to the identity mark in the form identified in the PartnerNetwork Guidelines and does not apply to any individual component or element thereof.

4.1 Partner agrees to use the identity mark only in accordance with the PartnerNetwork Guidelines and will in no event use the identity mark in conjunction with any other business or activity not authorized or recognized hereunder, including in association with the promotion or use of any products or services which are competitive to those of Rockwell Automation. In no event may the Partner utilize or incorporate the identity mark or any other Rockwell Automation trademark, including any derivation thereof or mark confusingly similar thereto, in its corporate name or any name under which it may conduct business or in association with the integration or sale of products or services not expressly authorized by Rockwell Automation.

4.2 The identity mark is and will at all times remain the exclusive property of Rockwell Automation. In no event may Partner at any time attempt to register or otherwise assert any ownership or other use right with respect to the identity mark or any other designation or mark confusingly similar thereto. Partner hereby assigns to Rockwell Automation any right, title or interest in the identity mark or its components that Partner may subsequently succeed to by operation of law or otherwise.

4.3 Partner's use of the identity mark and the promotion of itself as a Partner in the Program is limited to Partner acting in its capacity as a value-add systems integrator (as that term is generally defined in the industry) for manufacturing information and automation control solutions, and its use of the identity mark may not be used or referenced in conjunction with any other activity of Partner not authorized by the License or this Agreement.

4.4 The License will terminate immediately upon the discontinuation of the Program by Rockwell Automation or the termination of Partner's participation in the Program. Partner waives any claim or right to indemnity it may have as a result of any termination of the License or its participation in the Program, it being understood that Partner has executed this Agreement with a full understanding of the financial and other effects upon it or its principals in the event of any such termination.

4.5 Partner's permitted use of the identity mark and its participation in the Program is not a certification by Rockwell Automation of Partner's products or services or an endorsement of its qualifications as a value-add systems integrator or as a machine builder, nor does it represent any formal relationship or appointment as between Rockwell Automation and Partner and is intended merely as a means by which Partner may make a public representation as to its participation in the Program. Rockwell Automation shall follow all reasonable policies and procedures concerning security, work rules and regulations, upon written notification of such policies when performing services at Customer facilities.

5. Product Purchases. To purchase the Products and services offered to Partners, including the Rockwell Automation toolkit, Partner should contact its local Rockwell Automation sales office, or the local participating Rockwell Automation distributor authorized to sell Allen-Bradley Products and Services within the geographic area of primary responsibility ("APR") where Partner is located ("Local Distributor").

6. Data Privacy. In the event Rockwell Automation were to receive access to Partner's data, it will do so in accordance with its privacy terms and conditions located at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookiespolicy.html>. In the event any applicable law restricts or prevents the collection, use, or other processing of Partner's Data without additional terms and conditions, Partner agrees to execute Rockwell Automation's then-current applicable data processing addendum(s) relating to Rockwell's collection, use, and other applicable processing of Partner's Data, as may be amended from time to time (each, a "Data Processing Addendum"), each available at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices.html>. Such Data Processing Addendum(s), when applicable, are part of and governed by the Agreement as if set forth therein.

7. Governing Law. This Agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts of the country or local jurisdiction of Rockwell Automation's principal place of business but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods. If any provision of this Agreement should be held wholly or partly invalid under any applicable law, the remainder of the Agreement will not be affected thereby.

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