

Stratix 5700 Ethernet Managed Switches

Please read this end user license agreement carefully. It is very important that you check that you are purchasing Rockwell Automation software or equipment from an approved source and that you, or the entity you represent (collectively, the ‘Customer’) have been registered as the end user for the purposes of this Rockwell Automation End User License Agreement. If you are not registered as the end user you have no license to use the Software, and the limited warranty in this end user license agreement does not apply.

Assuming that you have purchased from an approved source, downloading, installing, or using Rockwell Automation-supplied software constitutes acceptance of this agreement. Rockwell Automation, Inc. or its subsidiary licensing the Software instead of Rockwell Automation, Inc. (‘Rockwell Automation’) is willing to license this Software to you only upon the condition that you purchased the Software from an approved source and that you accept all of the terms contained in this end user license agreement plus any additional limitations on the license set forth in a supplemental license agreement accompanying the product or available at the time of your order (collectively the ‘Agreement’).

To the extent of any conflict between the terms of this end user license agreement and any supplemental license agreement, the supplemental license agreement shall apply. By downloading, installing, or using the Software, you are representing that you purchased the Software from an approved source and binding yourself to this Agreement.

If you do not agree to all of the terms of the Agreement, then Rockwell Automation is unwilling to license the Software to you and (a) you may not download, install or use the Software, and (b) you may return the Software (including any unopened CD package and any written materials) for a full refund, or, if the Software and written materials are supplied as part of another product, you may return the entire product for a full refund.

Your right to return and refund expires 30 days after purchase from an approved source, and applies only if you are the original and registered end user purchaser. For the purposes of this end user license agreement, an ‘approved source’ means (a) Rockwell Automation; or (b) a distributor or systems integrator authorized by Rockwell Automation to distribute or sell Rockwell Automation equipment, Software and services within your territory to end users; or (c) a reseller authorized by any such distributor or systems integrator in accordance with the terms of the distributor’s agreement with Rockwell Automation to distribute or sell the Rockwell Automation equipment, software and services within your territory to end users.

The following terms of this Agreement govern Customer’s use of the Software (defined below), except to the extent: (a) there is a separate signed contract between Customer and Rockwell Automation governing Customer’s use of the Software, or (b) the Software includes a separate ‘click-accept’ license agreement or third party license agreement as part of the installation or download process governing Customer’s use of the Software. to the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the signed contract, (2) the click-accept agreement or third party license agreement, and (3) the Agreement. For purposes of the Agreement, ‘Software’ shall mean computer programs, including firmware and computer programs embedded in Rockwell Automation equipment, as provided to Customer by an approved source, and any upgrades, updates, anomaly resolutions, or modified versions thereto (collectively, ‘Upgrades’), any of the same that has been relicensed under the Rockwell Automation software transfer and re-licensing policy (as may be amended by Rockwell Automation from time to time) or back-up copies of any of the foregoing license.

Conditioned upon compliance with the terms and conditions of the Agreement, Rockwell Automation grants to Customer a nonexclusive and nontransferable license to use for Customer’s internal business purposes the Software and the documentation for which Customer has paid the required license fees to an approved source. ‘Documentation’ means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an approved source with the Software in any manner (including on CD-ROM, or online).

In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Rockwell Automation's website to obtain the necessary license key or license file. Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable supplemental license agreement or in the applicable purchase order which has been accepted by an approved source and for which Customer has paid to an approved source the required license fee (the 'purchase order').

Unless otherwise expressly provided in the documentation or any applicable supplemental license agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Rockwell Automation equipment) for communication with Rockwell Automation equipment owned or leased by Customer and used for Customer's internal business purposes. No other licenses are granted by implication, estoppel or otherwise. For evaluation or beta copies for which Rockwell Automation does not charge a license fee, the above requirement to pay license fees does not apply.

General Limitations

This is a license, not a transfer of title, to the Software and documentation, and Rockwell Automation retains ownership of all copies of the Software and documentation. Customer acknowledges that the Software and documentation contain trade secrets of Rockwell Automation or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Rockwell Automation equipment purchased by the Customer from an approved source and Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Rockwell Automation relicensing/transfer policy then in force), or use the Software on Rockwell Automation equipment not purchased by the Customer from an approved source or on secondhand Rockwell Automation equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Rockwell Automation is legally required to permit such specific activity pursuant to any applicable open source license;
- (iv) publish any results of benchmark tests run on the Software;
- (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Rockwell Automation; or
- (vi) disclose, provide, or otherwise make available trade secrets contained within the Software and documentation in any form to any third party without the prior written consent of Rockwell Automation. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Rockwell Automation shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Rockwell Automation's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Rockwell Automation makes such information available.

Software, Upgrades and Additional Copies

Notwithstanding any other provision of the Agreement: (1) Customer has no license or right to make or use any additional copies or upgrades unless Customer, at the time of making or acquiring such copy or Upgrade, already holds a valid license to the original Software and has paid the applicable fee to an approved source for the Upgrade or additional copies; (2) use of Upgrades is limited to Rockwell Automation equipment supplied by an approved source for which Customer is the original end user purchaser or lessee or otherwise holds a valid license to use the Software which is being upgraded; and (3) the making and use of additional copies is limited to necessary backup purposes only.

Proprietary Notices

Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Rockwell Automation.

Term And Termination

The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any documentation. Customer's rights under the Agreement will terminate immediately without notice from Rockwell Automation if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled 'General Limitations' and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled 'U.S. Government End User Purchasers' and 'General Terms Applicable to the Limited Warranty Statement and End User License Agreement' shall survive termination of the Agreement.

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.

AB Parts

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) (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.

Restrictions

This warranty does not apply if the Software, product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Rockwell Automation or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Rockwell Automation, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary software modules; (f) any software not posted on Rockwell Automation's software center; (g) any software that Rockwell Automation expressly provides on an 'as is' basis on Rockwell Automation's software center; (h) any software for which an approved source does not receive a license fee; and (i) software supplied by any third party which is not an approved source.

Disclaimer of Warranty

Except as specified in this warranty section, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage, or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by Rockwell Automation, its suppliers and licensors. To the extent that any of the same cannot be excluded, such implied condition, representation and/or warranty is limited in duration to the express warranty period referred to in the limited warranty section above. Because some states or jurisdictions do not allow limitations on how long an implied warranty lasts, the above limitation may not apply in such states. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from jurisdiction to jurisdiction. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Disclaimer of Liabilities-Limitation of Liability

If you acquired the Software in the United States, Latin America, Canada, Japan or the Caribbean, notwithstanding anything else in the Agreement to the contrary, all liability of Rockwell Automation, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether in contract, tort (including negligence), breach of warranty or otherwise, shall not exceed the price paid by Customer to any approved source for the Software that gave rise to the claim or if the Software is part of another product, the price paid for such other product. This limitation of liability for Software is cumulative and not per incident (that is, the existence of two or more claims will not enlarge this limit). If you acquired the Software in Europe, the Middle East, Africa, Asia or Oceania, notwithstanding anything else in the Agreement to the contrary, all liability of Rockwell Automation, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether in contract, tort (including negligence), breach of warranty or otherwise, shall not exceed the price paid by Customer to Rockwell Automation for the software that gave rise to the claim or if the Software is part of another product, the price paid for such other product.

This limitation of liability for Software is cumulative and not per incident (that is, the existence of two or more claims will not enlarge this limit). Nothing in the Agreement shall limit any liability of Rockwell Automation which cannot be excluded under applicable law.

Disclaimer of Liabilities-Waiver of Consequential Damages and Other Losses.

If you acquired the Software in the United States, Latin America, the Caribbean or Canada, regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will Rockwell Automation or its suppliers be liable for any lost revenue, profit, or lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of the use of or inability to use Software or otherwise and even if Rockwell Automation or its suppliers or licensors have been advised of the possibility of such damages.

Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to you. If you acquired the Software in Japan, in no event will Rockwell Automation, its affiliates, officers, directors, employees, agents, suppliers and licensors be liable for any lost revenue, profit, or lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of the use of or inability to use software or otherwise and even if Rockwell Automation or any approved source or their suppliers or licensors have been advised of the possibility of such damages. If you acquired the Software in Europe, the Middle East, Africa, Asia or Oceania, in no event will Rockwell Automation, its affiliates, officers, directors, employees, agents, suppliers and licensors, be liable for any lost revenue, lost profit, or lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental, or punitive damages, howsoever arising, including, without limitation, in contract, tort (including negligence) or whether arising out of the use of or inability to use the Software, even if, in each case, Rockwell Automation, its affiliates, officers, directors, employees, agents, suppliers and licensors, have been advised of the possibility of such damages.

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.

AB Parts

Rockwell Automation Support

Rockwell Automation provides technical information on the Web to assist you in using its products.

At <http://www.rockwellautomation.com/support> you can find technical and application notes, sample code, and links to software service packs. You can also visit our Support Center at <https://rockwellautomation.custhelp.com/> for software updates, support chats and forums, technical information, FAQs, and to sign up for product notification updates.

In addition, we offer multiple support programs for installation, configuration, and troubleshooting. For more information, contact your local distributor or Rockwell Automation representative, or visit <http://www.rockwellautomation.com/services/online-phone>.

Installation Assistance

If you experience a problem within the first 24 hours of installation, please review the information that's contained in this manual. You can also contact a special Customer Support number for initial help in getting your product up and running.

United States or Canada	1.440.646.3434
Outside United States or Canada	Use the Worldwide Locator at http://www.rockwellautomation.com/support/americas/phone_en.html , or contact your local Rockwell Automation representative.

New Product Satisfaction Return

Rockwell Automation tests all of its products to ensure that they are fully operational when shipped from the manufacturing facility. However, if your product is not functioning and needs to be returned, follow these procedures.

United States	Contact your distributor. You must provide a Customer Support case number (call the phone number above to obtain one) to your distributor to complete the return process.
Outside United States	Please contact your local Rockwell Automation representative for the return procedure.

Documentation Feedback

Your comments will help us serve your documentation needs better. If you have any suggestions on how to improve this document, complete this form, publication [RA-DU002](#), available at <http://www.rockwellautomation.com/literature/>.

Allen-Bradley, ArmorStratix, Rockwell Software, Rockwell Automation, and Stratix 5700 are trademarks of Rockwell Automation, Inc.

Trademarks not belonging to Rockwell Automation are property of their respective companies.

Rockwell Otomasyon Ticaret A.Ş., Kar Plaza İş Merkezi E Blok Kat:6 34752 İçerenköy, İstanbul, Tel: +90 (216) 5698400

www.rockwellautomation.com

Power, Control and Information Solutions Headquarters

Americas: Rockwell Automation, 1201 South Second Street, Milwaukee, WI 53204-2496 USA, Tel: (1) 414.382.2000, Fax: (1) 414.382.4444

Europe/Middle East/Africa: Rockwell Automation NV, Pegasus Park, De Kleetlaan 12a, 1831 Diegem, Belgium, Tel: (32) 2 663 0600, Fax: (32) 2 663 0640

Asia Pacific: Rockwell Automation, Level 14, Core F, Cyberport 3, 100 Cyberport Road, Hong Kong, Tel: (852) 2887 4788, Fax: (852) 2508 1846

Publication 1783-C0002B-EN-P - December 2013

Supersedes Publication 1783-C0002A-EN-P - May 2012

PN-231371

Copyright © 2013 Rockwell Automation, Inc. All rights reserved. Printed in the U.S.A.



78-21549-01A0