SELECT PROGRAM AGREEMENT

Subscriber's SELECT Program subscription is governed by the following terms and conditions that, together with any applicable Offering Document, comprise the **SELECT Program Agreement** (the "**Agreement**") between Subscriber and the Bentley Contract Entity:

The SELECT Program Terms;

Bentley's General Terms and Conditions;

Support and Maintenance Terms;

Services Terms;

Cloud Offering Terms;

Cloud Services Subscription Terms; and

Country-Specific Terms.

SELECT Program Agreement

SELECT Program Terms

1. Definitions.
The capitalized words, terms and phrases in these SELECT Program Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. SELECT Program Coverage.
Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed by Subscriber. Bentley shall provide SELECT Program services to Subscriber for all Bentley Products licensed by Subscriber, subject to the provisions of the Agreement. Any additional Bentley Products licensed by Subscriber during the term of the SELECT Program subscription shall be added automatically to Subscriber's SELECT Program coverage hereunder, and the additional 'Subscription Fees' will be included in Subscriber's periodic invoices for SELECT Program services.

3. Product Licensing.

3.1. Existing Licenses. Bentley and Subscriber agree that the terms of the Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product, or Major Update of the Product, upon its delivery to Subscriber shall govern Subscriber's use of any such Product.

3.2. Future Licenses. If Subscriber licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such licensing. Subscriber hereby agrees that its downloading or use of any Products delivered to it shall constitute Subscriber's acceptance of the license agreement terms provided with the Product upon its delivery to Subscriber. In the event of a conflict between the terms of the license agreement provided with a Product upon its delivery to Subscriber and the terms of this Agreement in effect at the time such Product is purchased, the terms of this Agreement in effect at the time such Product is purchased shall control for the term of this Agreement. However, with respect to any perpetually licensed Product, upon any termination of this Agreement the terms and conditions of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of the Product.

3.3. No Transfers. Subject to Section 8.1 of Bentley's General Terms and Conditions, Subscriber shall not sell, transfer, assign, grant a security interest in, sublicense, loan, lease or rent any of its rights under its licenses to use Bentley Products without the prior written consent of Bentley. If consent is given by Bentley, Subscriber may permanently transfer a license to another end user, provided all software and related documentation and media covered by such license are transferred to the transferee end user and the Subscriber does not retain any copies thereof, and provided further that the transferee end user agrees in writing with Bentley to cover all of its licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such Product. The rights and obligations set out in this Section 3.3 shall survive the expiration or termination of the Agreement and shall remain enforceable notwithstanding said expiration or termination.

4. SELECT Licensing Programs.
Unless otherwise specifically set forth in the Agreement, Bentley Products are licensed on a per Device basis as set forth in the applicable end user license that ships with the Bentley Product. The following licensing programs are only available for Eligible Products. Bentley reserves the right to add or remove any Product from eligibility for licensing under the following programs. Bentley reserves the right to discontinue any of its licensing programs at any time, without notice to Subscriber. However, until renewal or termination of this Agreement, such termination of any licensing program shall not affect the licenses for Products previously granted pursuant to such terminated licensing program. For purposes of clarity, all licenses previously granted pursuant to a terminated licensing program shall terminate upon the renewal or termination of this Agreement.

4.1. Pooled Licensing. Bentley hereby grants to Subscriber a limited, non-transferable non-exclusive right to use Eligible Products for Production Use only on multi-user computer networks, and to install a licensed Product on more than one computer or hard disk.

Subscriber shall allow the management and monitoring of pooled licensing usage by SES. Subscriber acknowledges that the continuing operation of Bentley Products under pooled licensing is predicated upon Usage Data communications between Bentley Products and SES. Subscriber hereby agrees not to interfere with the transmission to Bentley of accurate Usage Data by installed Products.

Upon Bentley's consent, Subscriber may install and implement an alternative Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees and acknowledges that, in such instance, the alternative licensing technology will from time to time transmit to Bentley the generated Usage Data files Subscriber agrees to allow the above transmission to Bentley.

Bentley shall establish time intervals and measure the number of unique Devices on which Subscriber Uses each Product per Site per interval ("Pooled Usage"). The interval over which Pooled Usage is measured is subject to change and may vary per Eligible Product, as well as other criteria.

SELECT Program coverage of licensed Products entitles Subscriber to Pooled Usage in each interval at each Site up to the number of copies of such Product for which Subscriber has licenses at such Site.

For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 4.1 shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products may be licensed on a perpetual basis.

4.2. Term Licenses. If, during a calendar quarter (or such other period as may be offered by Bentley from time to time), the number of unique Devices at a Subscriber Site that utilize a Product in any interval exceeds the number of copies of such Product for which Subscriber has licenses at the Site (**"Excess Use"**), Bentley may grant Subscriber retroactive licenses to cover Excess Use (**"Term Licenses"**) and invoice Subscriber fees per Site and per licensed Product for the peak amount of such Excess Use (**"Term License Fees"**), where such Term Licenses shall be effective upon Subscriber's payment of the Term License Fees only. Term License Fees shall be those in effect as of the start of the calendar term to which they apply.

In the event Subscriber fails to pay Term License Fees, Bentley may, in addition to exercising any rights provided in Section 7.2 of Bentley's SELECT Program Terms and in accordance with the Contract Disputes Act, i) take technical measures aimed at restricting Subscriber's capacity to engage in Excess Use and/or ii)

discontinue Subscriber's grant of the right to pooled licensing pursuant to Section 4.1 above of these SELECT Program Terms.

4.3. **SELECT Open Access.** Subscriber may, upon Bentley's approval, be allowed to participate in Bentley's SELECT Open Access program (**"SELECT Open Access"**). The Use of Products under SELECT Open Access requires SES and is otherwise subject to the monitoring and measuring applicable to pooled licensing as provided in Section 4.1 above of these SELECT Program Terms.

SELECT Open Access benefits include (i) a non-exclusive, limited, revocable, non-transferable, non-assignable license to install and use for Production Use only any Eligible Products, even those for which Subscriber has not otherwise licensed any copies of such Eligible Product and (ii) User access to on- demand and virtual classroom training, as made available by Bentley, corresponding per Product to the amount of Subscriber's SELECT Open Access Use (as defined below).

Bentley shall, at the end of each calendar quarter, invoice Subscriber Term License Fees for the peak amount of Subscriber's Pooled Usage during the quarter on a per Site per Product basis, including Excess Use of separately licensed Products (**"SELECT Open Access Use"**). Term License Fees for SELECT Open Access Use shall be those in effect as of the start of the calendar quarter to which they apply. By participating in SELECT Open Access, Subscriber hereby agrees to pay Term License Fees for all Use of Products hereby granted, such amount, in respect of any separately licensed Products, being limited to Excess Use only.

4.4. **Portfolio Balancing.**

4.4.1. At least thirty (30) days prior to each anniversary of any renewal of the term of this Agreement pursuant to Section 7.1 below, Subscriber may, upon Bentley's approval and under the terms set forth herein, request Portfolio Balancing (**"Portfolio Balancing"**). Portfolio Balancing allows Subscriber to exchange Eligible Product licenses Subscriber has purchased from Bentley for use on a perpetual basis (**"Perpetual Licenses"**) for licenses for other Eligible Products in substitution for a Perpetual License (**"Exchanged Portfolio Licenses"**) for use at the Site of the Perpetual Licenses under the terms of Section 6.1 below of these SELECT Program Terms.

4.4.2. Subscriber may exchange Perpetual Licenses for Exchanged Portfolio Licenses having a total aggregate value based on the list price in effect as published by Bentley in the Country of use for perpetual license of a Product (**"Current License Price"**) that is equal to or less than the total aggregate value based on the Current License Prices for the Perpetual Licenses. Upon exchange, license rights granted by Bentley to Subscriber in respect of the Perpetual Licenses shall cease, and license rights in respect of the Exchanged Portfolio Licenses shall commence for an initial term of twelve (12) months,which may be renewed by executing a written order for the renewal term. Notwithstanding the above, upon termination of this Agreement or the Portfolio Balancing licensing program any Exchanged Portfolio License granted to Subscriber shall terminate and Subscriber's right to use Perpetual Licenses shall be reinstated. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

4.5. **No-Charge Licenses.** Subscriber is hereby entitled on a non- exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Eligible Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party's agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.

4.6. **Evaluation of Products.** Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 4.6 of the SELECT Program Terms, a limited non-transferable non-exclusive right to one (1) copy per Site of each Eligible Product solely for Evaluation Use of such Product, provided that Subscriber shall have no right to evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. For the purposes of these SELECT Program Terms **"Evaluation Use"** shall mean: the use of a Bentley Product solely for internal evaluation of such Product. Evaluation Use expressly excludes use in connection with ongoing projects, use for compensation of any kind, and Production Use.

5. **Subscription Licensing.**
Bentley makes available for purchase by Subscriber certain Product licenses for a specified term only (**"Subscription"**, such term being the **"Subscription Term"**). Subscriber's use of such Products under Subscription shall be governed by the terms of an applicable Offering Document- and the Agreement.

5.1. Subscriber may, upon Bentley's approval, purchase Subscriptions to license specific Eligible Products (a **"Product Subscription License"**). A Product Subscription License entitles Subscriber to license rights in a Product for Production Use, in Object Code form and (except for CALs) within a Country. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. Some Product Subscription Licenses require participation in SELECT Open Access.

5.2. Subscriber recognizes that the Products licensed under a Product Subscription License are provided to Subscriber for use only for the applicable Subscription Term or any renewal term. In no event will a Product Subscription License continue beyond the expiration or earlier termination of the Agreement. Subscriber recognizes that Product Subscription Licenses may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of such Product Subscription Licenses and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not remove or evade Time Clocks.

5.3. In the event of any inconsistency between this Section 5 of these SELECT Program Terms and any other Section of the Agreement, or between this Section 5 and the terms and conditions in the license agreement provided with any Product that is the subject of a Product Subscription License, this Section 5 shall control with respect to Product Subscription Licenses.

5.4. A Client Access License (**"CAL"**) is a Product Subscription License that permits a specific named User to access Server Products licensed by Subscriber. CAL usage is determined by counting the number of Users accessing a given Server Product during a three-month period or other period as specified in an applicable Offering Document. For the sake of clarity, "CAL" refers to a category of Product license designations, including but not limited to Passports, Visas or such other designations as Bentley may determine from time to time. CALs are non- transferrable and cannot be pooled or shared among Users. Subscriber shall allow the management and monitoring of CAL usage, and Server Product usage, through SES. Subscriber acknowledges that the continuing availability of CALs to Users may be predicated upon communications with SES.

6. SELECT Program Fees.

6.1. Subscriber shall pay to Bentley the applicable Subscription Fee in effect for each Product licensed as of the Effective Date of this Agreement. Subscriber shall pay to Bentley the applicable Subscription Fee in effect for each additional Product licensed during the term hereof as of the date such additional Product license is purchased. With respect to the Products licensed by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed, as of the date of such purchase, shall remain in effect for the Subscriber until the date of the next renewal of this Agreement (unless stated otherwise in an applicable Offering Document), at which time the fees shall be changed to those charged by Bentley on the GSA Schedule Pricelist as of such renewal date.

6.2. Calculation and payment of any Subscription Fees, or any separate price for all Products and services hereunder, shall be based on the GSA Schedule price and United States currency.

6.3. Subscription Fees as set forth in this Section 6 and Term License Fees as set forth in Section 4.2 of the SELECT Program Terms are inclusive of SELECT Program coverage and no additional fees for SELECT Program coverage shall apply for CALs utilized or Products licensed under the SELECT Program subscription.

6.4. Bentley shall initially invoice Subscriber for one (1) year of Subscription Fees for all Product licenses purchased as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a pro-rated annual invoice for all Product licenses purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, invoices for Subscription Fees for Product licenses shall be issued quarterly or annually. Invoices reflecting new Product licenses will include a prorated amount reflecting coverage of the Product under the SELECT Program during the preceding invoice period plus the full amount for the current invoice period.

6.5. The rights and obligations set out in this Section 6 shall survive the expiration or termination of the Agreement and shall remain enforceable notwithstanding said expiration or termination.

7. Term and Termination.

7.1. **Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, shall continue for an initial term of twelve (12) months, and may be renewed for terms of like tenure by executing a written order for the renewal term.

7.2. **Termination for Material Breach.**. In the event of a Material Breach, Bentley shall submit a claim to the Subscriber under the contract Disputes Clause (Contract Disputes Act) through a written notice, identifying the breach or breaches on which termination is based. Bentley shall continue to provide services until final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Notwithstanding the foregoing, the Subscriber shall continue to fulfill its contractual obligations pending final resolution of any request for relief, claim, appeal, or action arising under the contract.

7.3 **Insolvency.** If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration, examinership or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.

7.4 **Consequences of Termination.** Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of any SELECT services.

7.5 **Reinstatement Following Termination.** Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

General Terms & Conditions

1. Definitions.

The capitalized words, terms and phrases in these Terms shall have the meanings set forth below:

1.1. **"Agreement"** shall be defined as set forth in the applicable Program Terms.

1.2. **"Bentley"** means the Bentley Contract Entity and any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity, including, without limitation any such entity created or acquired during the term hereof.

1.3. **"Bentley Contract Entity"** means the applicable Bentley entity set out in Article 7 of these Terms for the license of Bentley Products and services.

1.4. **"Bentley Products"** or **"Products"** means the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Bentley during the term of an Agreement) Distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion that Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Major Updates and Minor Updates.

1.5. **"Channel Partner"** or **"Bentley Channel Partner"** means individuals and companies who are authorized by Bentley to provide support services under the Support and Maintenance Terms.

1.6. **"Country"** means the country: (i) where the Product is first obtained from Bentley or a Channel Partner; or (ii) specified in the purchase order for which a Production Use copy of the Product may be made, or the Product is authorized to be used.

1.7. **"Device"** means a single personal computer, workstation, terminal, laptop, mobile device, server, or other electronic device.

1.8. **"Distribute"** means distribution by Bentley through all means now known or hereinafter developed.

1.9. **"Documentation"** means descriptive, interactive, or technical information resources pertaining to Products, or Cloud Offerings.

1.10. **"Effective Date"** means the date Subscriber executes an Offering Document that references the applicable Program Terms, or otherwise accepts the Offering Document in writing.

1.11. **"Eligible Product"** means a Bentley Product as designated on the Bentley Licensing Program Eligibility List, which can be accessed at https://www.bentley.com/wp-content/uploads/licensing-program-eligibility-list.pdf , absent of which a Product is ineligible for any such program or Subscription.

1.12. **"External User"** means any User (not an organization) who is not:

1.12.1. one of Subscriber's full-time, part-time, or temporary employees; or

1.12.2. agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber's supervision and control.

1.13. **"Major Update"** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.

1.14. **"Minor Update"** means a maintenance release of a Product.

1.15. **"Object Code"** means the Products in a machine-readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes source code.

1.16. **"Offering Document"** means a written commercial offer from Bentley that may be variously referred to as a proposal, work order, statement of work, quotation or order form.

1.17. **"Production Use"** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber's internal production purposes, and excludes External Users (except with respect to access to Server Products).

1.18. **"Program Terms"** means the relevant terms and conditions governing a Bentley subscription program.

1.19. **"Proprietary Information"** shall be defined as confidential, proprietary and technical information pertaining to Bentley Products and to Bentley's technology and business practices.

1.20. **"Serial Number"** means a unique number issued by Bentley for identification of a particular copy of a Product, which number shall be registered to Subscriber and assigned by Subscriber to a particular copy of such Product.

1.21. **"Server Product"** means a Product that resides on a server and provides functionality that Users access by connecting to the server using client applications or mobile applications. Such server may reside: i) on a Server Product deployed behind Subscriber's firewall and/or within Subscriber's network, ii) on a Server Product licensed by an external organization, or iii) by Bentley as a cloud-based service.

1.22. **"Site"** means one or more discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.

1.23. **"Subscriber"** shall be defined as set forth on the relevant Offering Document, and with respect to the Use of Products the term "Subscriber" shall refer to: (i) one of Subscriber's full-time, part- time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber's direct supervision and control.

1.24. **"Subscription Entitlement Service"** or **"SES"** means Bentley's cloud-based license management service or any successor Bentley tool for license administration.

1.25. **"Subscription Fee"** means the fee for a subscription as published from time to time in Bentley's sole discretion.

1.26. **"Subscription Term"** shall be defined as set forth in the relevant Offering Document or Program Terms.

1.27. **"Technical Support"** means Internet and electronic mail-based support to assist a Subscriber as described in the relevant Program Terms and Support and Maintenance Terms.

1.28. **"Time Clocks"** means copy-protection mechanisms, or other security devices which may deactivate Products after termination or expiration of the Agreement, any applicable Subscription Term or any applicable renewal term.

1.29. **"Usage Data"** means such data or information as Bentley may collect relating to Subscriber's installation, access or use of Products, Product features and functionality, Cloud Offerings (as defined in the Cloud Offering Terms, and other Bentley services, including but not limited to usage statistics that do not consist of any personally identifiable information, such as volume of use, duration of use, time of use, number of users, features used, and location of users.

1.30. **"Use"** (whether or not capitalized) means utilization of the Product by an individual.

1.31. **"User"** means an individual person.

1.32. **"Virtualized Environment"** means a system that provides remote access to software applications for one or more users.

2. Payment of Bentley Invoices.

2.1. Payment Terms. Unless otherwise specified in an Offering Document, Subscriber shall pay each Bentley invoice or CSS Payment Request for all Product licenses (including Product Subscription Licenses and Term Licenses) and services provided by Bentley within thirty (30) days from the receipt date of such invoice. Interest shall accrue on past due payments of such invoices at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid..

2.2. Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber's payment of such taxes.

2.3. Records; Audit. Subscriber shall maintain complete and accurate records of Product licenses acquired and its creation and use of Products to permit Bentley to determine whether Subscriber has complied with its licensing obligations. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the Products and identify the Users to whom Subscriber has assigned licenses. If Bentley suspects Usage Data is incomplete, inaccurate, or indicative of non-compliance with Subscriber's granted rights, Bentley may request, and Subscriber shall, within a reasonable period of receiving Bentley's notice, provide a written report with supporting records to meet the record keeping requirements of this Section 2.3. If the written report is not sufficient for Bentley's requirements, Bentley may request, and Subscriber shall, upon seven (7) days advance written notice by Bentley, permit, reasonable inspection and copying of such records by Bentley or a third-party auditor retained by Bentley.

3. Intellectual Property Rights.

3.1. Title; Reservation of Rights. Subscriber acknowledges and agrees that:

3.1.1. The Products, including the Documentation for each Product, and any information about the Products which Subscriber obtains through any means of electronic transmission, contain proprietary information of Bentley, its licensors or other suppliers, and are protected under United States copyright laws, other applicable copyright laws, other laws relating to the protection of intellectual property, and international treaty provisions;

3.1.2. The entire right, title, and interest in and to the Products, the Documentation, any information Subscriber obtains through any means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;

3.1.3. The Products are licensed, not sold, and title to each copy of the Products shall remain with Bentley or its licensors, and shall not pass to Subscriber; and

3.1.4. Bentley retains all rights not expressly granted.

3.2. Source Code. Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.

3.3. Copyright Notices. Subscriber shall reproduce and include on all copies of the Products created by Subscriber all copyright notices and proprietary legends of Bentley or its licensors as they appear in or on the original media containing the Products supplied by Bentley.

3.4. Usage Data. Subscriber agrees and acknowledges that Bentley will from time-to-time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.

3.5. Documentation. Bentley may, in association with Products or Cloud Offerings, make certain Documentation available to Subscriber. Documentation is Bentley Proprietary Information. Bentley hereby grants to Subscriber a limited non- transferable non-exclusive license to use such Documentation in support of Production Use.

3.6. Reverse Engineering. Subscriber may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Documentation except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.

3.7. Proprietary Information.

3.7.1. Subscriber understands and agrees that Bentley may, in connection with the provision of Products and services, disclose to Subscriber Proprietary Information. Subscriber agrees to treat all Proprietary Information in accordance with this Section 3.7.

3.7.2. Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in the Agreement or as may be expressly authorized in writing in advance by Bentley. All such copies shall be marked by Subscriber as proprietary and confidential information.

3.7.3. Subscriber shall only use Proprietary Information in furtherance of the Agreement and may disclose Proprietary Information only to those employees required to have knowledge of same to perform their duties pursuant to the Agreement. Subscriber shall not disclose or make Proprietary Information available to any third party at any time.

3.7.4. Subscriber shall treat Proprietary Information with the same degree of care as it uses to protect its own confidential information, and in no case less than a reasonable degree of care.

3.7.5. Upon the termination or non-renewal of the Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.

3.7.6. Subscriber shall have no obligation of confidentiality with respect to any Proprietary Information that (i) has entered the public domain other than through a

breach of the Agreement, (ii) has been rightfully obtained by Subscriber from a third party with no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.

3.7.7. Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

3.7.8. Bentley hereby acknowledges that disclosure by Subscriber of the Agreement, or portions thereof, may be subject to Subscriber's state statutes, such as open public records or freedom of information acts. The nondisclosure of the Agreement, or portions thereof, may depend upon official or judicial determinations made pursuant to such statutes when Subscriber receives a request from a third party for the disclosure of information designated by Bentley as "confidential information."

3.7.9. In such cases, Subscriber shall notify Bentley within a reasonable period of the request, and Bentley shall be exclusively responsible for defending Bentley's position concerning the confidentiality of the requested information. Neither the Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any disclosure is subsequently made of such information by Subscriber, disclosure shall be made consistent with such official or judicial final determination and only to the extent required under applicable law.

3.8. **No Benchmarks.** Subscriber may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party without first obtaining Bentley's written consent to do so.

4. Use of Bentley Products in a Virtualized Environment.

4.1. Subscriber may use Bentley Products for Production Use only on a multi-user computer network in a Virtualized Environment subject to the conditions set forth below in this Section 4.

4.2. Subscriber acknowledges that Bentley Products are presently not certified for use in all Virtualized Environments and that Subscriber is solely responsible for testing and supporting Bentley Products for operation in a non-certified Virtualized Environment.

4.3. Subscriber hereby agrees to utilize SES to allow for accurate monitoring of Use of Bentley Products within the Virtualized Environment such that each session started within the Virtualized Environment requires its own unique license.

4.4. Certified Virtualized Environments.

4.4.1. Further information, including a list of Bentley certified Virtualized Environments, and updates to Bentley's policy may be found at https://aka.bentley.com/VirtualizedEnvironments (**"VE Wiki"**).

4.4.2. Bentley Products used in a Virtualized Environment that have not been certified by Bentley and listed on the VE Wiki shall be excluded from the warranties set forth herein.

4.4.3. Bentley will not provide Subscriber with technical support services for problems, errors or other operating difficulties caused by or related to Subscriber's use of Bentley Products in a Virtualized Environment that has not been certified by Bentley and listed on the VE Wiki.

4.5. For the sake of clarity, Subscriber's right to use Bentley Products in a Virtualized Environment shall terminate in the event of any termination or non-renewal of the Agreement, notwithstanding that such products are licensed on a perpetual basis.

5. Limited Warranty; Limitation of Remedies and Liability.

5.1. **Limited Warranty to Subscriber.** Except for Products licensed on a no fee basis, which are provided to Subscriber "AS-IS" and without warranty of any kind, Bentley hereby warrants for the benefit only of Subscriber that (a) for a period of ninety (90) days (**"Warranty Period"**) from the date of delivery to Subscriber of a Serial Number or Product, as the case may be, the Product shall, under normal use, operate in substantial conformance with the functional specifications set forth in the Documentation applicable to such Product, and (b) for a period of ninety (90) days from the date of delivery, other products and materials furnished by Bentley to Subscriber shall, under normal use, operate in substantial conformance with the Bentley documentation applicable to such products and materials. If any modifications, enhancements, or changes are made by Subscriber or at Subscriber's direction to the Products; if the Products are reverse- engineered, decompiled or disassembled; or if Subscriber breaches the terms of the Agreement, then the warranties in this section shall be immediately terminated. This limited warranty gives Subscriber specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.

5.2. **Exclusion of Warranties.** THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, TECHNICAL SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, TECHNICAL SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR FREE. BENTLEY HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

5.3. **Exclusive Remedy.** The entire liability of Bentley and the sole and exclusive remedy of Subscriber for Product claims under Section 5.1 above shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Documentation through a procedure different from that set forth in the Documentation, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Documentation shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Documentation, or (b) Bentley advised Subscriber how to operate the Products to achieve the functionality described in the Documentation.

5.4. Exclusion of Damages. IN NO EVENT SHALL BENTLEY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, DAMAGE TO REPUTATION, INTERRUPTION OF BUSINESS, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, COSTS OF DELAY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES OR ANY FAILURE OR DELIVERY OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

5.5. Disclaimer. Subscriber acknowledges that the Products are not fault- tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

5.6. Limitation of Bentley Liability. IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 5.1, 5.2, 5.3, 5.4 AND 5.5 HEREIN, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) PRODUCT SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO A PRODUCT SUBSCRIPTION LICENSE, (iii) PROGRAM SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO THE RELEVANT BENTLEY COMMERCIAL SUBSCRIPTION PROGRAM, OR (iv) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THE AGREEMENT ALLOCATE THE RISKSBETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

5.7. Indemnification by Bentley.

5.7.1. Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim.

5.7.2. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non- infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. In no event shall Bentley's liability under this sub-section (5.7.2) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.

5.7.3. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of the Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided using a current, unaltered release of the Product.

This Section 5.7 sets forth Subscriber's sole remedy for intellectual property infringement.

5.8. Anti-Virus Software. Bentley shall use commercially available, up-to-date virus checking software and procedures on all Products before they are made available to Subscriber.

6. Sanctions and Export Controls.

The software is subject to U.S. sanctions and export control laws, regulations, and requirements in addition to sanctions and export control laws, regulations and requirements of other agencies or authorities based outside of the United States (collectively referred to as **"Sanctions and Export Controls"**). Regardless of any disclosure made by Subscriber to Bentley of an ultimate destination of the software, Subscriber must not export, re- export or transfer, whether directly or indirectly, the software, or any portion thereof, or any system containing such software or portion thereof to anyone, without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the software and/or the export, re-export or transfer, direct or indirect, of the software and transactions related thereto. The entities, end users and countries subject to restriction by action of the United States Government or any other governmental agency or authority outside of the United States, are subject to change, and it is Subscriber's responsibility to comply with the applicable Sanctions and Export Controls, as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section 6.

7. Bentley Entity, Governing Law, Dispute Resolution and Notices.

Depending on where Subscriber's principal place of business is (or if Subscriber is an individual, where the Subscriber is resident), the Agreement is between Subscriber and the Bentley entity set out below. The Agreement will be governed by and construed in accordance with the Federal laws of the United States. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and the provisions of the Uniform Computer Information Transactions Act, as they may have been or hereafter may be in effect in any jurisdiction, shall not apply to the Agreement. Notices under this Agreement shall be made or given by hand delivery, prepaid certified mail, next day air delivery, or electronically, and the date upon which any such

notice is received at the designated address shall be deemed to be the date of such notice. All notices sent under the Agreement shall be addressed, if to Bentley, to the attention of the Bentley Legal Department and addressed to the applicable Bentley entity according to the below table or via email to Contracts@Bentley.com, and if to Subscriber, to the (e-mail) address and authorized representative identified in writing to Bentley.

Subscriber's principal place of business (or, if the Subscriber is an individual, where the Subscriber is resident)	**References to "Bentley" mean the following Bentley entity:**
USA and Canada	Bentley Systems, Inc., a Delaware corporation having its registered office at 685 Stockton Drive, Exton, PA 19341-0678

8. Miscellaneous.

8.1. Assignment. Subscriber shall not assign, transfer, charge, sub- contract, delegate or deal in any other manner with all or any of its rights or obligations under the Agreement without prior written consent by Bentley. For purposes of the Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley's prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a subscription program agreement with Bentley. Bentley may also at any time assign, transfer, charge, sub-contract, delegate or otherwise deal in any manner with all or any of its rights or obligations under the Agreement to any successor in interest to Bentley's business or to any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity. Any purported assignment in violation of this provision shall be void and without effect.

8.2. Entire Agreement. The Agreement, together with the Offering Document and any amendments signed in accordance with Section 8.3 of these Terms, if any, incorporates the entire agreement of the parties and supersedes and merges all prior oral and written agreements, past practices, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of the Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties expressly agree in a separate writing as provided under these Terms.

8.3. Amendments. The Agreement may only be amended or modified in writing and duly executed by authorized representatives of the parties, provided, however, that any additional or different terms or conditions appearing on a purchase order, even if required to be acknowledged by Bentley, shall not be binding on the parties.

8.4. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Bentley shall not be liable for failure to fulfill the terms of the Agreement due to fire, strike, war, pandemic, acts or restraints of governments or public authorities, acts of God, labor disturbances, terrorist acts, riots or civil commotion, or other causes which are unavoidable and beyond its reasonable control.

8.5. Waiver. The failure of either party to insist upon any of its rights under the Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

8.6. Survival. The covenants contained in the Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of the Agreement (including, but not limited to, Sections 2, 3, 5, 6, 7 and 8) shall be enforceable notwithstanding said expiration or termination.

8.7. Severability. In case one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such holding shall not affect any other provisions of the Agreement, but the Agreement shall be construed by limiting such provision to such extent as would nearly as possible reflect the intent, purpose and economic effect of such provision, or, if such is not possible, by deleting such provision from the Agreement, provided that such shall not affect the validity of the remaining provisions as contained herein which shall remain in full force and effect in accordance with their terms. The Parties agree to negotiate in good faith in order to replace such invalid provision by such provision which come closest to the content and purpose of the Agreement.

8.8. Independent Contractor. Bentley's relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.

8.9. Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location. If advance notice cannot be given regarding change in ownership due to confidentiality restrictions, Subscriber shall provide such notice as soon as is reasonably possible following the change in ownership.

8.10. Headings. The headings in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the Agreement.

8.11. Dual Language. Copies of the Agreement or parts of it may be provided in languages other than English. To the extent of any inconsistency between the terms of the

Agreement in English and any translation, the English version shall prevail and be binding upon the Parties. In the event a state/jurisdiction requires local language to prevail, this Section 8.11 will not apply to the extent required to comply with appliable laws.

Support and Maintenance Terms

1. Definitions.
The capitalized words, terms and phrases in these Support and Maintenance Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

2. Support Services.

2.1. Bentley may provide support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.

2.2. Bentley shall provide Technical Support services to Subscriber, which includes electronic mail, and Internet based support to assist Subscribers regarding the use of Bentley Products, and services (however, not to include professional services, managed services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. Technical Support services will be available seven days a week, 24 hours per day, provided that after normal business hours at a Subscriber's regional support location, Subscriber may be required to contact another Bentley support center.

2.3. Bentley shall have no obligation to provide a response or other service hereunder if Subscriber's technical inquiry is caused by: (a) incorporation or attachment of a feature, program, or device to a Product not approved or supplied by Bentley; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of a Product, with the exemption of Product customizations performed by Bentley and covered by a separate support and maintenance Offering Document; (c) failure to provide a suitable network environment; (d) use of the Product other than as described in its Documentation or as authorized under this Agreement; or (e) failure to incorporate any maintenance release of a Product or Minor Update previously released by Bentley. Bentley shall offer support services for a given version of a Product for at least twelve months starting on a version release date. Further details regarding Bentley's Product Lifecycle policy may be found at www.bentley.com/support/bentley-lifecycle-policy.

2.4. If Subscriber experiences a production-stopping anomaly, Bentley will use good faith efforts to create an appropriate solution and deliver it electronically, or through such other means as Bentley may choose in its sole discretion.

3. Updates.

3.1. Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Major Updates and Minor Updates for each Product covered by the relevant Bentley commercial subscription program as such Major Updates and Minor Updates become available.

3.2. Such Major Updates or Minor Updates may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

Bentley Services Terms

1. Definitions.
The capitalized words, terms and phrases in these Services Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

2. Professional Services.

2.1. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to an Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform (**"Work"**) including the output of the Work, if any, (**"Work Product"**) shall be set forth in one or more Offering Documents. Each Offering Document shall set forth, at a minimum, the work to be done, the number of Bentley's personnel to be assigned to Subscriber's work, the duration of each individual's assignment, and the fees for the work.

2.2. **Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley's personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Offering Document.

2.3. **Scheduling.** Bentley will try to accommodate work schedule requests of Subscriber to the extent possible. Should any personnel of Bentley be unable to perform scheduled services because of illness, resignation, or other causes beyond Bentley's reasonable control, Bentley will attempt to replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.

2.4. **Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley's manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber's site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley's request.

2.5. **Place of Work.** Certain projects or tasks may require Bentley's personnel to perform work for Subscriber at Subscriber's premises. In the event that such projects or tasks are required to be performed at Subscriber's premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Bentley acknowledges that Subscriber may have on-site safety and quality policies and procedures to which it requires Bentley employee adherence while on-site. Bentley employees will comply with all reasonable industry standard safety and quality requirements, policies and procedures provided to Bentley in advance. Subscriber recognizes that there may be a need to train Bentley's personnel in the

unique procedures used at Subscriber's location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel's training time.

2.6. **Changes in Services.** Subscriber or Bentley may request a change to the Work as set out in an Offering Document, including modification of the Work or Work Product, such as those outside the original scope of an Offering Document, by submitting such request in writing to the other party (**"Change Order"**). Change Orders will become effective only when executed by authorized representatives of both parties. All Change Orders must be executed by both parties prior to commencement of the Change Order. If Bentley's fees or schedule will be impacted by such Change Order, Bentley shall notify Subscriber of such impact prior to Subscriber's execution of the Change Order.

2.7. **Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.

2.8. **Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.

2.9. **Preexisting Works of Bentley.** Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Offering Document, including but not limited to Products (the **"Pre-Existing Works"**). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.

2.10. **Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing. For the sake of clarity, this Section 2.10 is subject to, and should not be construed to derogate from, Bentley's confidentiality obligations in Section 2.15.

2.11. **Third-Party Interests.** Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.

2.12. **Fees.** Bentley shall be paid the fee as specified in each Offering Document,in accordance with the GSA Schedule Pricelist. For the sake of clarity, extended project engagements billed on a time and materials basis will be subject to applicable annual rate increases.

2.13. **Expenses.** Subscriber shall also pay either the actual cost of Bentley's reasonable travel and living expenses or an agreed-to amount for such travel and living expenses (other than normal commutation travel) for Bentley employees in the performance of Work set forth in each Offering Document along with all other out-of-pocket expenses incurred by Bentley In accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Subscriber shall only be liable for such travel expenses as approved by Subscriber and funded under the applicable ordering document.

2.14. **Estimates.** Estimates of total fees for projects may be provided in an Offering Document, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services rendered if Subscriber so chooses.

2.15. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber that is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that:

2.15.1. has entered the public domain other than through a breach of this Agreement;

2.15.2. has been rightfully obtained by Bentley from a third party with no obligation of confidentiality; or

2.15.3. is previously known by Bentley as demonstrated by clear and convincing evidence.

Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Bentley recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

2.16. **Termination of Offering Documents.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Bentley shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon such termination, Bentley agrees to stop Work under the Offering Document in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.

2.17. **Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services directly or indirectly hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder. This Section 2.17 does not apply if an employee responds to a publicly available advertisement for recruitment listed by Subscriber, if Subscriber does not otherwise solicit the employee for the position.

2.18. **Survival.** The covenants contained in the Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination

of the Agreement (including, but not limited to, Sections 2.7, 2.9, 2.10 2.11 2.13 2.15, 2.16, and 2.17) shall be enforceable notwithstanding said expiration or termination.

Cloud Offering Terms

1. Definitions.

The capitalized words, terms and phrases in these Cloud Offering Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below:

1.1. **"Data Protection Laws and Regulations"** means all laws and regulations, including laws and regulations applicable to the processing of Personal Data as amended from time to time. For the avoidance of doubt, if Bentley's processing activities involving Personal Data are not within the scope of a given data protection law, such law is not applicable.

1.2. **"Data Storage"** means the amount of data storage space (including the backup and off-site storage), if any, to be allocated for Subscriber Data within the Bentley environment.

1.3. **"Bentley Cloud Offerings"** or **"Cloud Offerings"** mean the Bentley products and services made available to Subscriber and accessed by Users via the internet.

1.4. **"Subscriber Data"** means data collected or stored by Subscriber using Cloud Offerings, including, but not limited to, financial, business and technical information, engineering plans, customer and supplier information, research, designs, plans, and compilations, but not including any of Bentley's Proprietary Information.

1.5. **"Personal Data"** means any information relating to an identified or identifiable (directly or indirectly) natural person processed by Bentley on behalf of Subscriber, the processing of which is subject to applicable law.

2. Applicability.

Upon Bentley's approval, Subscriber may subscribe to Bentley Cloud Offerings pursuant to the specific terms set forth herein. Subscriber acknowledges and agrees that Bentley may in its sole discretion utilize a third-party service provider to provision Bentley Cloud Offerings and/or Subscriber Data. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

3. Bentley Cloud Offerings.

Cloud Offerings may be accessed by Subscriber under the appliable Program Terms or purchased by Subscriber for additional fees ("Cloud Offering Fees") to be specified in an Offering Document. The Offering Document may specify the Cloud Offering Fees, any applicable limits and costs to the Cloud Offering including but not limited to, data storage, any applicable services to be delivered for the Cloud Offering such as implementation services. Ongoing management of support of the Cloud Offerings, including system availability and support service level terms applicable to the Cloud Offerings shall be set forth in Bentley's Service Level Agreement (https://www.bentley.com/legal/sla/) attached hereto. In the event of a conflict between the terms of the Service Level Agreement, these Cloud Offering Terms, and the Bentley General Terms and Conditions, the terms of the Service Level Agreement control solely with respect to the service level obligations contained therein.

4. Permitted Use.

Bentley will grant Subscriber a non-exclusive, non- transferrable, non-assignable, revocable, limited license to use and access purchased Bentley Cloud Offerings (subject to the terms of any applicable Offering Document, these Cloud Offering Terms and any terms of use (**"Terms of Service"**) presented upon access) solely Production Use (the **"Permitted Use"**). Subscriber acquires only the right to use the purchased Cloud Offering and does not acquire any rights of ownership to the Cloud Offering or any part thereof. Bentley and its suppliers retain all rights, title and interest in the Cloud Offering, and any use of the Cloud Offering beyond the Permitted Use shall constitute a material breach of these Cloud Offering Terms; Bentley shall have no liability to Subscriber or any third party in the event of such material breach. In addition to the use restrictions set forth in the Terms of Service, Subscriber's Permitted Use rights shall be subject to the following conditions:

4.1. Subscriber purchasing against an Offering Document shall not exceed any limits set forth in such Offering Document. In the event use of a Cloud Offering by Subscriber exceeds that purchased by Subscriber as specified in the applicable Offering Document, Bentley may invoice, and Subscriber shall pay, additional Cloud Offering Fees. Bentley shall, in its sole discretion, add such additional fees to subsequent invoices or invoice Subscriber separately.

4.2. In the event of a past due balance, Bentley reserves the right to suspend use of the Cloud Offerings until all past due amounts have been received.

4.3. Bentley reserves the right, but does not assume any responsibility, to modify or suspend use of a Cloud Offering, or any part thereof, if (i) Bentley determines in its sole discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority or with the terms of its agreement(s) with its third party service providers; or (ii) Bentley determines in its sole discretion that the performance, integrity or security of the Cloud Offerings is being adversely impacted or in danger of being compromised as a result of Subscriber's or its Users' access.

4.4. Subscriber shall not tamper in any way with the software or functionality of Cloud Offerings or any part thereof. Without limiting the foregoing, Subscriber agrees not to put any material into the Cloud Offerings which contain any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system or data. Subscriber shall not utilize bots, agents, auction crawlers or other computer based crawling programs in conjunction with its use of the Cloud Offerings. Subscriber shall not upload, post or otherwise transmit any content that is unlawful; any content that Subscriber does not have a right to transmit under any law or contractual or fiduciary relationship; or any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

4.5. Subscriber is responsible for ensuring that Users safeguard the credentials, including passwords, used to access the Cloud Offerings and do not to disclose credentials to any third party. Subscriber is responsible for all activity using Subscriber's accounts, whether or not Subscriber authorized that activity. Subscriber shall immediately notify Bentley of any unauthorized use of Cloud Offerings. Subscriber shall ensure that all User information is current and shall immediately notify Bentley in the event of a change in contact information or other User information.

4.6. Subscriber shall communicate the above listed use restrictions to all Users, including Subscriber employees and External Users accessing or using any Cloud Offerings. The acts or omissions of any such User accessing the Cloud Offerings shall be deemed to be the acts or omissions of the Subscriber, such that Subscriber shall be fully responsible for the performance and fulfillment of all applicable contractual obligations. Subscriber shall indemnify and hold Bentley harmless against all liability resulting from any non-compliance with the terms of this Section 4 by Users, including Subscriber employees and External Users.

5. Access and Availability.
Subscriber is responsible for providing all equipment and the connectivity necessary to access and use Cloud Offerings via the Internet. Subscriber agrees that from time to time the Cloud Offerings may be inaccessible or inoperable for various reasons, including without limitation (i) system malfunctions; (ii) periodic maintenance procedures or repairs which Bentley or its service provider(s) may undertake from time to time; (iii) compatibility issues with Subscriber's or a third party's hardware or software; or (iv) causes beyond the control of Bentley or which are not reasonably foreseeable by Bentley, including network or device failure, interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively **"Downtime"**). Bentley shall use reasonable efforts to provide advance notice to Subscriber in the event of any scheduled Downtime, and to minimize any disruption of the Cloud Offerings in connection with Downtime.

6. Subscriber Data.
Bentley acknowledges, and Subscriber warrants and represents, that Subscriber owns all right, title and interest in Subscriber Data. Bentley shall not be responsible for any failure or impairment of the Bentley Cloud Offerings caused by or related to the Subscriber Data. Bentley shall maintain the confidentiality of all Subscriber Data and shall not reproduce or copy such data except as required to as permitted under this Section 6 in connection with providing Cloud Offerings or as may be expressly authorized by Subscriber. If Subscriber Data includes Personal Data and the processing of the same is regulated by Data Protection Laws and Regulations, the parties agree to adhere to the Data Processing Addendum (https://www.bentley.com/legal/data-processing-addendum/) attached hereto. In the event of a conflict between the terms of the Data Processing Addendum, these Cloud Offering Terms, and the Bentley General Terms and Conditions, the terms of the Data Processing Addendum controls solely with respect to the privacy and information security obligations contained therein. Subscriber shall be solely responsible for the Subscriber Data, including without limitation for uploading such data, securing transmission of such data to Bentley, and/or appropriately formatting and configuring such data for use with the Bentley Cloud Offerings. Subscriber agrees and acknowledges that Bentley may from time-to-time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.

7. Termination.
In addition to the termination rights of the parties set forth in Bentley's General Terms and Conditions, Bentley may terminate a Cloud Offering Subscription, upon written notice, not unreasonably delayed, to Subscriber, in the event of the termination of Bentley's agreement(s) with its third-party service provider(s). Termination of a Cloud Offering Subscription by either party shall automatically terminate any license granted pursuant to Section 4 of these Cloud Offering Terms. In the event that Bentley terminates the Cloud Offering Subscription due to the termination of Bentley's agreement(s) with its third-party service provider(s), Subscriber shall be entitled to a pro rata refund for any fees paid not used.

Cloud Services Subscription Terms

1. Definitions.
The capitalized words, terms and phrases used in the Cloud Services Subscription Order Form (**"CSS Order Form"**) and these Cloud Services Subscription Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. Overview.
At Subscriber's request and upon Bentley's approval, Subscriber and its authorized Affiliates (as defined in the E365 Program Terms) may participate in the Cloud Services Subscription (**"CSS"**) program, subject to the terms and conditions stated in these Cloud Services Subscription Terms (**"CSS Terms"**). To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. As a participant in the CSS program, Subscriber agrees to pay payments to Bentley (**"CSS Payments"**), which can be used to fund Eligible CSS Services (as defined below). Prior to participating in the CSS program, Subscriber shall execute a CSS Order Form, which shall designate the Initial CSS Payment. In the event Subscriber executes multiple CSS Order Forms over time, the CSS Order Form with the most recent execution date shall supersede all previous CSS Order Forms.

3. Eligible Services.
Bentley services eligible for funding through the CSS program include Term Licenses (as defined in the SELECT Program Terms), CALs (including Visas and Passports) (as defined in the SELECT Program Terms), Cloud Offerings, E365 Program and Recurring Services (**"Eligible CSS Services"**). Bentley may amend the list of Eligible CSS Services from time to time at Bentley's sole discretion. Only Eligible CSS Services invoiced for during the CSS subscription are eligible for CSS funding through the CSS program.

4. Affiliate Participation.
Subscriber acknowledges that its affiliates may utilize Subscriber's CSS to fund Eligible CSS Services (**"Affiliate CSS Transactions"**) and hereby authorizes Bentley to hold certain CSS funds in trust for payment of Eligible CSS Services. Subscriber agrees that it shall expressly authorize payment for each Affiliate CSS Transaction.

5. CSS Payments and Balances.

5.1. Initial CSS Payment.
Subscriber agrees to pay Bentley an Initial CSS Payment, which is based on a good faith estimate of anticipated fees, including applicable taxes, to be assessed for Eligible CSS Services for a twelve-month period (**"Estimated Annual Fees"**) beginning with the CSS subscription start date, as indicated on the CSS Order Form. The value of the Initial CSS Payment shall constitute the initial CSS balance (at any time during the CSS Subscription, the **"CSS Balance"**), which will be drawn down as Eligible CSS Services are consumed.

5.2. CSS Replenishment.
Subscriber agrees to make additional payments prior to the complete depletion of the CSS Balance. The minimum replenishment amount will be based on the balance of any unpaid invoices for Eligible CSS Services plus the Estimated Annual Fees calculated for a twelve-month period beginning with the approximate date at which the CSS Balance will be depleted. Subscriber may make additional payments at any time, but the minimum value of such replenishment must be the Estimated Annual Fees calculated for a twelve-month period beginning with the date the additional payment is made.

5.3. CSS Payments.
Bentley shall issue a payment request to Subscriber for the Initial CSS Payment in accordance with the amount set forth in the CSS Order Form (hereinafter **"Payment Request,"** which may refer to any payment request document entitled "Payment Request," "Invoice" or similar identifier). Payment terms shall be as set forth in the Bentley General Terms and Conditions. Thereafter, Bentley may issue additional Payment Requests to replenish the CSS Balance (as defined in Section 5.2 herein).

5.3.1.

5.4. CSS Statements.
Following each quarter, Bentley shall provide Subscriber with a statement itemizing consumption of Eligible CSS Services and Subscriber's remaining CSS Balance as of the end of that quarter.

6. Miscellaneous.

6.1. Reserved.
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6.2. CSS Balance Post-termination.
Any positive CSS Balance present upon termination of the Agreement will be returned to Subscriber within thirty (30) days from when the Agreement termination becomes effective.

6.3. Conflicts.
In the event of any inconsistency between the Cloud Services Subscription Terms and the Agreement or any other applicable Bentley terms and conditions, the Cloud Services Subscription Terms shall control with respect to Subscriber's participation in the CSS program.

Country-Specific Terms

These Country-Specific Terms contain special conditions of the Agreement applicable to a Subscriber with its principal place of business registered in the countries below and are intended to amend the General Terms and Conditions.

Country	Clause No.	Clause Language	Notes
USA	8.12	If the Products are acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with restricted rights. The Products and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Products and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-14, 227.7202, and 1852.227-86, as applicable.	This clause forms Section 8.12 of the General Terms and Conditions.
UK	5.6	Insofar as this Agreement is not an international supply contract within the meaning of section 26 of the *Unfair Contract Terms Act 1977*, Bentley does not exclude liability for (a) death or personal injury caused by the negligence of Bentley, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the *Supply of Goods and Services Act 1982*; or (d) any other liability which may not be excluded by law.	Additional language added to end of 5.6 of the General Terms and Conditions.