

Product Terms

Version 3; Last Updated 1 December 2021.

INTRODUCTION

1. These Product Terms are comprised of:
 - The provisions set out in this **Introduction**;
 - **Section A: General Terms** which applies to all Contracts;
 - **Section B: Desktop Products** which applies to the access and use of all software products which, in order to be used, must be downloaded or installed on a user's computer or the Customer's local server or a cloud environment provided by the Customer (**Desktop Products**);
 - **Section C: Cloud Based Products** which applies to the access and use of products and services that are provided by Bentley utilising cloud services, including products branded as Central, MX Deposit and Imago (**Cloud Based Products**);
 - **Section D: Daily Licensing and Consumption-Based Licensing** which applies to any access and use of certain software products where the Customer pays for usage in arrears;
 - **Section E: VOXI** which applies to the access and use of Bentley's proprietary product branded as VOXI and any related data computation services (**VOXI**);
 - **Section F: Academic Licensing** which applies to the access and use of any software product by an academic institute for teaching or research purposes;
 - **Section G: Consultants Daily Subscriptions**: which applies to the access and use of certain software products on a 'Consultants Daily subscription' model; and
 - **Section H: Region Specific Terms** which applies to the access and use of any Product by customers based in a specified country or region.
2. For the purposes of these Product Terms, unless otherwise specified, Product includes (and therefore these Product Terms apply to all software products and related services which are included in the Quote or MSA referencing these Product Terms (irrespective of whether those Products are made available as prototypes or as beta, early access or commercial release versions)).
3. These Product Terms do not apply to standalone services such as training, consultancy or project assistance, implementation services or data consolidation, cleansing and cataloguing services all of which are dealt with under the Service Terms.
4. These Product Terms must be read in conjunction with any applicable MSA, Quote or Confirmation, and any policies provided by Bentley to the Customer. These Product Terms, together with any MSA, Quote or Confirmation accepted by the Customer in accordance with their terms, form a binding contract between Bentley and the Customer (the **Contract**). If there is any conflict between these Product Terms and the terms of any MSA or Quote, the terms of the MSA or Quote will take precedence.
5. The Contract constitutes the entire agreement between the Customer and Bentley with respect to the subject matter hereof and supersedes any and all negotiations and communications between the parties. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. To avoid doubt, the Contract applies to the exclusion of any customer terms, including as incorporated in any purchase order (or otherwise). Any such additional terms or conditions, even if acknowledged by Bentley, shall not be binding on the parties.

SECTION A: GENERAL TERMS

1. Definitions:

Administration Portal: any portal or functionality made available to the Customer by Bentley from time to time through which an authorised representative of the Customer can manage the Customer's and Authorised Users' access to Products, Usage Limits and other licence parameters related to the rights granted to the Customer under a Contract.

Authorised User: any individual granted access to a Product by or on behalf of the Customer, subject to clause 2.4.

Authorised Reseller: any third party authorised by the Bentley Group to grant access to the Products

to Customers.

Bentley: the Bentley Group Entity set out in the Quote, Confirmation or MSA, or where the Customer has purchased a right to access and use a Product from an Authorised Reseller, the Bentley Group Entity that has appointed the Authorised Reseller.

Bentley Group: Bentley, any parent company or companies of Bentley, any subsidiaries of Bentley and any subsidiaries of any parent company of Bentley.

Bentley Group Entity: an entity that is part of the Bentley Group.

Confirmation: any confirmation presented or emailed to a Customer or a Customer's representative as a result of the use of an online process to purchase Products which sets out the Products to be accessed and used, the applicable Fees and any other relevant terms.

Customer: the entity contracting with Bentley for the purchase of the right to access and use Products as identified in a Quote or MSA, or the entity contracting with an Authorised Reseller.

Customer Data: the data inputted into Products by the Customer, by Authorised Users, or by Bentley on the Customer's behalf.

Customer Group Entity: means any parent company or companies of the Customer, any subsidiaries of the Customer and any subsidiaries of any parent company of the Customer.

Documents; Documentation: release notes made available at the time of download or release of the relevant Product together with any updates available via the Website or as otherwise notified to the Customer.

Fees: the charges payable by the Customer with respect to the Products, as specified in a Quote or MSA or any other amount payable by the Customer pursuant to these Product Terms.

Force Majeure: includes (but not be limited to) events that are reasonably outside of the control of the party seeking to rely on the Force Majeure event, such as any severe weather, earthquake, fire, epidemic, pandemic, acts of terrorism, biological warfare, outbreak of military or civil hostilities, explosions, strikes, sabotage, governmental interference or decree, interruption of service due to telecom carriers, internet service provider issues, power supply issues, or other technology issues.

Hosting Services: any cloud hosting services provided or procured by Bentley with respect to any Cloud Based Product.

Intellectual Property: includes patents, utility models, inventions, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and the right to have information kept confidential, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licence: has the meaning given to it in clause 2.1 and "Licensed" and "Licensing" shall have an equivalent meaning.

MSA: any negotiated agreement in writing entered into by the Customer and the Bentley Group (such as a master supply agreement or an enterprise agreement) with respect to Bentley Products.

Quote: a quote, letter, proposal or other document created by Bentley setting out the Products to be accessed and used by the Customer, the applicable Fees and any other relevant terms.

Seequent ID: the individual account created by users which enables them to access Products, comprising an email address and password.

Service Terms: means the services terms published from time to time and available on the Website.

Support and Maintenance: any support and maintenance services provided from time to time by Bentley, including access to helpdesks and support material, bug fixing and the release of updates and upgrades to software.

Third Party Products: applications and/or software products identified in which proprietary rights are held by or licenced by a third party entity other than a Bentley Group Entity.

Usage Limits: any limit on the usage of any Product specified in a Quote, MSA or Confirmation

(including, without limitation, the number of Authorised Users who may access or use the Product at any one time or over a period of time, the number of days that a Product is available for use by Authorised Users during a period of time, or the amount of data that can be stored with respect to any Cloud Based Product).

User Terms: any terms and conditions required to be accepted or agreed to by Authorised Users of a Product whether upon download or installation of a software Product, or upon the creation of a user identity in order to access or use any Product, or otherwise.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: seequent.com and/or any replacement or alternate website detailing the Seequent business division of the Bentley Group.

2. General Licence

- 2.1. Subject to the payment of all applicable Fees and compliance with the Contract, and where applicable depending on the type of Product, Bentley grants the Customer a non-exclusive, non-sublicensable (subject to clause 2.5) and non-transferable right to use and access the Product(s) (**Licence**) specified in the applicable MSA, Quote or Confirmation in accordance with and for the term specified in the Contract.
- 2.2. Where the use of a Product is subject to Usage Limits and the Customer exceeds a Usage Limit, Bentley will work with the Customer to reduce or change the Customer's usage so that it conforms to the relevant Usage Limit. If the Customer is unable or unwilling to abide by Usage Limits, Bentley will be entitled to invoice for and the Customer will be liable to pay any additional charges related to the excess usage or necessary to increase the relevant Usage Limits which are sufficient for the Customer's usage.
- 2.3. The Customer must not:
 - a. translate, adapt or modify any Product or, do anything to circumvent the operation of any Product;
 - b. provide access to any Product to any unauthorised third party by any means including sharing log-in or identity information or lend, rent, lease, transfer, assign or deal in any Product, Documents or in any other way deal with the Customer's rights under a Contract without the prior written consent of Bentley;
 - c. alter or modify the whole or any part of any Product, or permit or enable any Product or any part of it to be combined with or incorporated into any other programs, products, software or systems; or
 - d. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of any Product, or copy or modify any Documents or attempt to do any such thing except to the extent expressly permitted by law.
- 2.4. Where a Customer's Authorised Users are employees or contractors of a Customer Group Entity, the Customer expressly agrees that it nonetheless remains responsible to Bentley for the acts or omissions of such Authorised Users as if they were employees or contractors of the Customer.
- 2.5. Notwithstanding clause 2.1, Bentley may (at its sole discretion) allow a Customer to sublicense its rights under a Contract to a Customer Group Entity, subject to the Customer remaining responsible for the acts or omissions of any Customer Group Entity and ensuring that each Customer Group Entity complies with the Contract (so that a breach by a Customer Group Entity of the terms of the Contract will be deemed a breach by the Customer).

3. Customer Obligations

- 3.1. The Customer is responsible for:
 - a. ensuring that its Authorised Users comply with the User Terms and the Contract;
 - b. ensuring that its Authorised Users keep confidential their Seequent IDs and do not share the same with any other employee, contractor or representative of the Customer or any third party;

- c. paying all Fees and charges due under the Contract, including any charges payable as a result of exceeding Usage Limits and any additional charges payable for use of the Products by unauthorised users;
 - d. ensuring that the Administration Portal is used in a responsible manner in accordance with the Contract and any applicable Usage Limits;
 - e. ensuring that individuals who are not employed by or contracted to the Customer or are otherwise not authorised to use the Products are not granted access to the Products; and
 - f. suspending or removing access to a Product for any individual that ceases to be an Authorised User of that Product. If no Administration Portal is available to the Customer, it may request Bentley via email to suspend or remove access for such an individual.
- 3.2. All Authorised Users must have a Seequent ID to access or use any Product. The Customer is liable for the actions and Product use of any individual who gains access to the Products Licenced to the Customer or through the use of any Seequent ID, irrespective of whether that access was authorised by the Customer.
- 3.3. By entering into the Contract or installing and using a Product, the Customer represents and warrants that the individual representing the Customer has the legal capacity and authority to enter into a binding agreement with Bentley.
- 3.4. The Customer represents and warrants that the Products will be used only in accordance with the Contract and in accordance with all applicable laws and regulations, including all applicable technology controls or export laws and regulations.
- 3.5. Where available, Bentley may offer the ability for the Customer to designate an Authorised User as an administrator with control over the Customer's use of the Products (**Administrator**), including management of Authorised Users and Customer Data, as described in the Documentation. The Customer is fully responsible for its choice of Administrator and any actions the Administrator takes. The Customer agrees that Bentley's responsibilities do not extend to the internal management or administration of the Products by the Customer.

4. Beta Products

- 4.1. Beta releases of a Product (**Beta Products**) allow Authorised Users to use and evaluate pre-release Products before that Product is commercially available. Beta Products may contain errors or inaccuracies and may not function in the same manner as commercially available Products. With respect to Beta Products, the Customer acknowledges and agrees that (notwithstanding any provision to the contrary herein) the Beta Product is provided on an "as is" basis without any warranty of any kind. Bentley is under no obligation to provide support for the use of a Beta Product.

5. Support and Maintenance

- 5.1. Where the Customer has entered into a Contract for the purchase of a right to access and use a Product on a subscription basis, the software Products include the right to receive Support and Maintenance for the term specified in the Contract.
- 5.2. Where the Customer has entered into a Contract for the purchase of a right to access and use a Product on a perpetual Licence, the provision of Support and Maintenance by Bentley is subject to the payment in advance of the necessary Fees for the same and the Customer's right to access and use such Support and Maintenance will commence on the date and be provided for the term specified in the Contract.
- 5.3. Bentley has no obligation to permit a Customer to purchase Support and Maintenance with respect to any Product Licenced on a perpetual basis and where the Customer has allowed their Support and Maintenance to lapse for any such period that they have not paid for Support and Maintenance on a continual basis since the commencement of the relevant Licence. In such circumstances, the Customer may be required to make payment for the lapsed periods or a new Licence. Without limitation to the foregoing, where a Customer has entered into a Contract for a GeoStudio Product on a perpetual Licence, the Geoslope Annual Maintenance Policy applies.

6. Systems Requirements

- 6.1. Bentley will publish or otherwise provide a statement of its system requirements which describe the minimum hardware and software requirements the Customer's systems must meet to access and use Products. The Customer is responsible for ensuring that its hardware and software meet at least the minimum standards of Bentley's system requirements and will be responsible for any costs associated with meeting these requirements.

- 6.2. Bentley expressly reserves the right to update unilaterally or change the system requirements as it maintains and develops Products. Bentley will provide the Customer with the appropriate notification of important changes to the system requirements during development, such as when a new Product version is released.

7. Confidentiality

- 7.1. From time to time, either party (**Disclosing Party**) may disclose Confidential Information to the other party (**Receiving Party**). The Receiving Party must at all times ensure the confidentiality of the Confidential Information and ensure that its officers, employees and agents do not disclose, communicate, copy or reveal for any purpose whatsoever the Confidential Information except as permitted under these Product Terms. If the Customer has entered into a Contract to purchase a Third Party Product, the Customer expressly permits Bentley to disclose certain information (including the identity of any users (to the extent known) and the date on which the Licence was issued) to that third party for the purpose of fulfilling the Contract. For the purposes of this clause, Confidential Information includes the Products, Documents, and information relating to the customer account and any other information provided by Disclosing Party to Receiving Party as confidential, or which from its nature and content is, or would reasonably be expected to be, confidential. The obligations under this clause will survive termination of any Contract in perpetuity.

8. Intellectual Property

- 8.1. The Customer acknowledges that the Intellectual Property rights in the Products and the Documents are vested in one or more members of the Bentley Group and that the Customer has no rights in or to the Products or Documents other than the right to use them in accordance with the Contract. The Customer must maintain all intellectual property notices appearing on the Products or Documents. The Customer must notify Bentley immediately in writing if the Customer knows of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of any Product or Documents. The Customer acknowledges that it has no right to access the Products in source code form.
- 8.2. The Customer must promptly provide Bentley with written notice if the Customer has knowledge of a claim or the likelihood of a claim by a third party against the Customer that the Customer's use of the Products infringes that third party's intellectual property rights. If any Product becomes, or, in Bentley's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Bentley may in relation to commercial release versions of any Product, at its option:
- a. obtain the right for the Customer to continue using the affected Products; or
 - b. replace or modify any such Product so that it becomes non-infringing without substantially compromising its principal functions.
- 8.3. Bentley shall defend the Customer against any claim made by a third party against the Customer that a Product, specifically excluding Beta Products and Third Party Products, infringes any patent effective at the date of commencement of a Contract, copyright, database right or right of confidentiality owned by or proprietary to the third party, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of any such claim, provided that:
- a. Bentley is given prompt notice of any such claim;
 - b. the Customer provides reasonable co-operation to Bentley in the defence and settlement of such claim, at Bentley's expense;
 - c. the Customer takes all reasonable steps to mitigate its losses or damage; and
 - d. Bentley is given sole authority to defend or settle the claim (the Customer is obliged, in particular, to issue all required documents (including powers of attorney) authorising Bentley to defend or settle the claim).
- 8.4. In the defence or settlement of any claim under clause 8.3, Bentley may obtain for the Customer the right to continue using a Product, replace or modify a Product so that it becomes non-infringing or, if such remedies are not reasonably available, unilaterally terminate the Contract without liability to the Customer by notifying the Customer in writing on such termination. Bentley shall have no liability if the alleged infringement is based on:
- a. a modification of a Product by anyone other than Bentley;
 - b. the Customer's use of a Product in a manner contrary to the instructions given to the Customer by Bentley and set out in the Contract; or
 - c. the Customer's use of a Product after notice of the alleged or actual infringement from Bentley

or any appropriate authority.

- 8.5. The foregoing states the Customer's sole and exclusive rights and remedies, and Bentley's entire obligations and liability with respect to third party claims for patent, copyright, database or right of confidentiality infringement.

9. Charges and Payment

- 9.1. The Customer shall pay all invoices in cleared funds when due, in full, without deduction or setoff of any kind, and in the specified currency. Unless otherwise specified on an invoice or otherwise agreed in writing, all invoices are immediately due and payable on their date of issue. Fees are non-refundable.
- 9.2. The Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Bentley's net income) that are imposed or become due in connection with a Contract. In the event that the Customer becomes liable to deduct or withhold an amount by way of tax or otherwise from payment of the Fees due, or if Bentley is required to collect any sales, use or other taxes from the Customer, the Customer will pay such additional amount as will be necessary to ensure that the amount of the Fees received by Bentley equals the amount that would otherwise have been received in the absence of such deduction, withholding tax or duty.
- 9.3. Bentley may charge interest on overdue amounts. If Customer fails to pay any Fees on time, Bentley reserves the right, in addition to taking any other action at law or equity, to charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).
- 9.4. Upon reasonable advance written notice, Bentley shall have the right to have an independent auditor (reasonably acceptable to the Customer) verify the Customer's compliance with the relevant Contract, in particular, any Usage Limits specified in a Contract. The Customer shall make its systems and all applicable records available for such inspection during normal business hours at the Customer's principal place of business. Any such audit shall be at Bentley's expense, unless it discloses a failure by the Customer to comply with the terms of the relevant Contract, in which case the Customer will reimburse Bentley for such expenses.
- 9.5. Should Bentley discover that one or more Authorised Users have shared their Seequent IDs in breach of clause 3.1b (**Unauthorised Use**), Bentley shall be entitled to invoice the Customer for the Unauthorised Use on notice to the Customer of the same (provided that Bentley also supplies Customer with reasonable evidence of such Unauthorised Use).

10. Term and Termination

- 10.1. The term of any Licences granted under a Contract will be specified in the Contract. Except as otherwise agreed in writing by Bentley in a Quote or MSA, any Licence for a Product will automatically renew upon each anniversary of the date it was issued by Bentley through its licensing system (the **Renewal Date**) for additional periods equal to the expiring term or one year (whichever is shorter). Unless otherwise agreed in writing, the Fees for any renewal of a Licence will be the then current list price for the Product as notified to the Customer by Bentley.
- 10.2. Bentley will provide notice of the renewal of the term of any Licenced Product at least sixty (60) days prior to its expiry by issuing a Quote to the Customer or otherwise following an agreed process in any MSA. The Customer may accept the Quote or other applicable notification but in any case the Quote or other notification of renewal will automatically be deemed accepted and a Contract formed unless the Customer provides thirty (30) days' written notice of non-renewal prior to the expiry of the term of the then current Licence. Upon acceptance or deemed acceptance, Bentley will issue an invoice for the applicable Fees which will be payable upon its terms and/or the terms of the Contract.
- 10.3. Either party may unilaterally terminate the Contract immediately by notice in writing to the other party if the other party:
- a. is in irremediable breach of its material obligations or, in the case of a remediable breach, such breach has not been remedied within fourteen (14) days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or
 - b. enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which is likely to result in an inability to pay its debts.
- 10.4. For the avoidance of doubt, material provisions of the Contract include any which relate to what the

Customer or any Authorised Users may or may not do with respect to the Products and any provisions related to intellectual property rights or confidentiality.

- 10.5. Immediately upon termination of a Contract or any Licence of a Product for any reason:
 - a. all rights granted to the Customer under the Contract will cease in whole or with respect to the relevant Product as applicable;
 - b. the Customer must pay any sums due to Bentley under the Contract in whole or with respect to the relevant Product as applicable; and
 - c. the Customer must immediately delete or remove the Product from all computer equipment in its possession and immediately destroy or return to Bentley all copies of the Product and Documents that the Customer has in its possession, custody or control and, in the case of destruction, certify to Bentley that the Customer has done it.

11. Right to Suspend Licence

- 11.1. In the event that the Customer or any Authorised User breaches any material term of the Contract (including, without limitation, the obligation to pay Fees), Bentley may block any or all Authorised Users' access to the Products or otherwise suspend the Customer's access to the Products or any Administration Portal or other service made available by Bentley until such time as the breach is remedied.

12. Data and Security

- 12.1. Ownership of the Customer Data shall remain with the Customer and Bentley will have no rights to use the Customer Data except a limited right to use the same strictly as necessary for the fulfilment of its obligations under the Contract (including the right to provide support services requested by the Customer).
- 12.2. Any personal data collected by Bentley as a result of its performance of its obligations under the Contract will be collected and used in accordance with the Privacy Policy published on the Website.
- 12.3. From time to time, Bentley may collect usage data generated as a result of the Customer's or any user's use of the Products (for example, technical information about the operating environment and sessions, systems architecture, page loads and views, product versions, number and type of searches, number of users, source type and format and which parts of the Products are being used and how they are performing) (**Usage Data**). Usage Data does not include Customer Data. Bentley may collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect customers, to provide updates and personalised experiences to users, to improve the Products and to help customers use the Products more effectively. The Customer consents to Bentley collecting Usage Data solely for these internal business purposes.
- 12.4. Bentley will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Customer Data (other than by Customer or Authorised Users).

13. Liability

- 13.1. The Customer acknowledges that the Products operate in a predictive manner relative to input, and that Bentley has no control over the collection, use or interpretation of input. The Customer assumes sole responsibility with respect to the use and the results of the use of the Products and Documents in terms of correctness, accuracy, reliability and performance, and the conclusions drawn from such use. Furthermore, the Customer acknowledges that the Products have not been developed to meet any individual requirements, and that it is the Customer's responsibility to ensure that the facilities and functions of the Product as described in the Documents meet the Customer's requirements.
- 13.2. Bentley shall have no liability for any damage caused by error or omissions in any information, instructions or scripts provided to Bentley by the Customer in connection with a Product or any actions taken by Bentley at the Customer's direction.
- 13.3. Except as expressly and specifically provided in these Product Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Product Terms.
- 13.4. To the fullest extent permissible at law:
 - a. Bentley shall not be liable whether in tort (including for negligence or breach of statutory duty),

contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss however arising under the Contract; and

- b. Bentley's maximum aggregate liability in contract (including in respect of the indemnity at clause 8.3), tort (including negligence) or otherwise shall be limited to the lesser of either (a) the total amount paid or payable by the Customer for access to and use of the Product in the 12 months prior to the event giving rise to the liability or (b) USD\$100,000 or its equivalent in any other currency.

- 13.5. Notwithstanding any grant of access or sublicense to any Customer Group Entity under clauses 2.4 and 2.5 of this Section A, Bentley's liability under the Contract is solely to the Customer and not to any Customer Group Entity (and, if required), the Customer will indemnify each member of the Bentley Group (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim by a Customer Group Entity).

14. Third party libraries

- 14.1. GeoStudio Products incorporate third party manufacturer reinforcement libraries (including without limitation Tensar, Maccaferri S.p.A, Huesker and TenCate). Bentley takes no responsibility for the accuracy or reliability of the underlying data provided by these third parties. Bentley shall have no liability for any damage caused by error or omissions in any information, instructions or scripts as a result of use of a third-party reinforcement library.

15. Application to contracts with Authorised Resellers

- 15.1. Where a Customer purchases a right to access and use a Product from an Authorised Reseller:

- a. its contract is with the Authorised Reseller and Bentley will not be bound by any terms and conditions agreed by that party and the Authorised Reseller that apply to the access or use of the Product (or payment for the same) in addition to these Product Terms;
- b. notwithstanding the provisions of clause 15.1a. above, these Product Terms will govern all use of the Products and the Customer agrees to be bound by these Product Terms to the exclusion of all other terms with respect to access and use of the Products. Bentley reserves the right to suspend or terminate unilaterally any Customer's or user's access to any Product if they breach these Product Terms, irrespective of whether they purchased the right to access and use the Products directly from a Bentley Group Entity or from an Authorised Reseller; and
- c. Bentley accepts no liability for any Authorised Reseller's failure to comply with the terms of any contract between it and the Customer relating to the access and use of any Product.

16. Force Majeure

- 16.1. Neither party is liable to the other for any failure or delay in performing its obligations (other than an obligation to make payment) under the Contract to the extent caused by Force Majeure, provided that the affected party:

- a. as soon as reasonably practicable notifies the other party and provides full information about the Force Majeure, including any official documents issued by relevant authorities ensuring the occurrence of Force Majeure event;
- b. uses commercially reasonable endeavours to overcome the Force Majeure; and
- c. continues to fulfill its obligations to the extent practicable.

- 16.2. If the Force Majeure event lasts for more than ninety (90) days, then either party is entitled to terminate unilaterally the relevant Contract, the performance of which is affected by Force Majeure event by sending a relevant written termination notice to the other party not later than five (5) days prior to the expected termination date.

17. Survival

- 17.1. All provisions of these Product Terms which, by their nature, should survive termination will survive termination, including clauses 7, 8, 9, 10, 11, 13, 17 and 19.

18. Governing Law

- 18.1. Except as otherwise set out in Section H (Region Specific Terms):

- a. where the Customer is located outside the geographic boundaries of the United Kingdom, the United States or Canada, the terms of the Contract (including these Product Terms) will be governed by, interpreted, and enforced in accordance with the laws of Ireland, without regard to conflicts of law provisions.
 - b. where the Customer is located within the geographic boundaries of the United Kingdom, the terms of the Contract (including these Product Terms) will be governed by, interpreted, and enforced in accordance with the laws of England and Wales, without regard to conflicts of law provisions.
 - c. where the Customer is located within the geographic boundaries of the United States or Canada, the terms of the Contract (including these Product Terms) will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, without regard to conflicts of law provisions.
- 18.2. 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 of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Contract.

19. Dispute Resolution

- 19.1. Before taking any court action, a party must use their best efforts to resolve any dispute, controversy or claim (**Dispute**) under, or in connection with, the Contract, including those connected with breach, termination, interpretation, performance, binding effect and validity of the Contract, through good faith negotiations. If the parties are unable to resolve a Dispute through good faith negotiations within ten (10) days upon the date of occurrence a relevant Dispute, the terms of clause 19.2 apply.
- 19.2. Except as otherwise set out in Section H (Region Specific Terms):
- a. where the Contract is governed by the laws of Ireland, if the parties are unable to resolve a Dispute in accordance with clause 19.1, the parties shall submit to binding arbitration before a single arbitrator in Dublin, Ireland in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce.
 - b. where the Contract is governed by the laws of the United Kingdom, if the parties are unable to resolve a Dispute in accordance with clause 19.1, the parties shall submit to binding arbitration before a single arbitrator in London, United Kingdom in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce.
 - c. where the Contract is governed by the laws of the Commonwealth of Pennsylvania, if the parties are unable to resolve a Dispute in accordance with clause 19.1, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own legal fees, costs, and expenses incurred in such arbitration. Notwithstanding this clause 19.2, Bentley has the right to commence proceedings against the Customer in any court in respect of a failure by the Customer to comply with Clause 9 of this Section A without first submitting to binding arbitration.

20. Notices

- 20.1. Any notice required to be given under a Contract shall be in writing and shall be delivered by hand or sent by courier to the other party at its address set out in the Quote, Confirmation or MSA, or such other address as may have been notified by that party for such purposes, with a copy sent by email to (i) legal@seequent.com in the case of Bentley or (ii) the corporate email addresses of the CEO or COO of the Customer. A notice delivered by hand or by courier shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A notice sent by email shall be deemed to have been received when transmitted provided that no automatic notification of failed delivery is received.

21. Assignment and sub-contracting

- 21.1. Bentley may assign, subcontract or transfer any right and/or obligation under the Contract, including to any Bentley Group Entity, without the prior written approval of the Customer.
- 21.2. The Customer may not assign, subcontract or transfer any right or obligation under the Contract without the prior written approval of Bentley.

22. Independent Contractors

- 22.1. The parties shall be independent contractors in their performance under the Contract, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

23. Variation to Product Terms

- 23.1. These Product Terms and/or any applicable policies may be revised by the Bentley Group from time to time. By downloading or using any new version of a Product, paying Support and Maintenance Fees or accepting any update or new module offered by the Bentley Group, the Customer will be deemed to have agreed to, and will be bound by, the then current version of the Product Terms. To avoid doubt, no changes to these Product Terms will apply to any Contracts currently in force and effective unless such changes are agreed by the parties in writing.

24. Waiver

- 24.1. Any waiver by a party of any of its rights or remedies under the Contract will be effective only if it is agreed by both parties in writing. If the waiver relates to a breach of any provision of the Contract, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of the Contract at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with the Contract.

25. Language

- 25.1. Copies of these Product Terms or the Contract may be provided in languages other than English for information purposes only. In the event of any conflict between the terms of these Product Terms or the Contract in English and any translation, the English version will take precedence, unless directly agreed otherwise in the Contract.

26. Sanctions and Export Controls

- 26.1. The Products are 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 the Customer to Bentley of an ultimate destination of the Products, the Customer must not export, re-export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the Products and/or the export, re-export or transfer, direct or indirect, of the Products, and transactions related thereto. The entities, end uses 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 the Customer's responsibility to comply with all applicable Sanctions and Export Controls as they may be amended from time to time. The Customer shall indemnify, defend and hold each member of the Bentley Group (including its officers, directors, agents and employees) harmless for any breach of its obligations pursuant to this clause.
- 26.2. Bentley reserves the right to restrict the countries from which customers can access or use any of its Products and Customer will comply with these restrictions on notice by Bentley. If the Customer attempts to access or use any Products from a restricted country by circumventing these restrictions, its Licences will become invalid and Bentley may exercise its rights under clause 11.1 and/or refuse to process a payment at its sole discretion.

27. Anti-Piracy

- 27.1. As part of legal efforts to combat criminal software piracy, the Products may include a security mechanism that can detect the installation or use of illegal copies of the Products and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the Products. By accessing and using the Products, the Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. If the Customer is illegally accessing our Products and does not consent to the collection and transmission of such data (including to the United States), it must cease such illegal access and contact Bentley to obtain legal access to the relevant Product.

28. Third party services

- 28.1. Bentley accepts no liability with respect to any third party services offered by or on behalf of a Customer in connection with the Products and the Customer will indemnify each member of the Bentley Group (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and

costs) resulting from any claim arising from or related to such services.

SECTION B: DESKTOP PRODUCTS

This Section B applies where the Customer has entered into a Contract for access to and use of a Desktop Product.

1. Scope of Licence

1.1. The Customer and the Authorised Users may:

- a. download, install or use a Desktop Product on a device provided by the Customer for its internal business purposes in accordance with the Licensing permissions and Usage Limits applicable to the Customer; and
- b. use any Documents in support of the use permitted under the Contract and make one copy of such Documents as reasonably necessary for its lawful use.

2. Warranty

2.1. With respect to all Desktop Products, except Beta Products and Third Party Products, Bentley warrants that:

- a. Desktop Products will, when properly used on an operating system for which they are designed, perform substantially in accordance with the functions described in the Documents; and
- b. the Documents correctly describe the operation of the Desktop Products in all material respects for a period of ninety (90) days from the date of installation of the Desktop Products (**Warranty Period**).

2.2. If, within the Warranty Period, the Customer notifies Bentley in writing of any defect or fault in a Desktop Product as a result of which it fails to perform substantially in accordance with the Documents, Bentley shall, at its sole discretion, either repair or replace the Desktop Product provided the Customer makes available to Bentley all the information that may be necessary to help Bentley remedy the defect or fault, including sufficient information to enable Bentley to recreate the defect or fault.

2.3. The warranty described in clause 2.1 of this Section B and the remedies described in clause 2.2 of this Section B does not apply if the defect or fault in the Desktop Product results from the Customer having:

- a. altered or modified the Desktop Product; or
- b. used the Desktop Product in breach of the terms of the Contract.

2.4. Other than the warranty granted 2.1 of this Section B, all Desktop Products and Documents are Licenced and all representations or warranties are expressly excluded, including any implied warranties of merchantability and fitness for a particular purpose, except any which may not lawfully be excluded.

SECTION C: CLOUD BASED PRODUCTS

This Section C applies where the Customer has entered into a Contract for access to and use of a Cloud Based Product.

1. Definitions

Maintenance: release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as necessary to maintain the Cloud Based Product, including all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features.

Material: any messages, files, data, images, photographs, code and other materials uploaded to a Cloud Based Product by an Authorised User, including Customer Data.

Service Levels: means for Central, as set out in "Service Levels for Central", and otherwise as provided to the Customer from time to time.

2. Authorised Users

2.1 The Customer may add Authorised Users, increase data storage limits, or otherwise increase the Customer's use of Cloud Based Products by submitting a request to Bentley or via any applicable Administration Portal. Unless otherwise agreed in writing, Bentley will charge the Customer for any

increased use at its then-current rates, prorated for the remainder of the then-current term of any applicable Licence to use a Cloud Based Product, as specified in the Contract.

3. Customer obligations

3.1. The Customer:

- a. will provide Bentley with all necessary co-operation required under a Contract and all necessary access to such information as may be required by Bentley in order to provide a Cloud Based Product and associated services, including (but not limited to) Material, security access information and software interfaces to the Customer's other business applications;
- b. will not, and will ensure that its Authorised Users do not, store, distribute or transmit through a Cloud Based Product any Virus, or any Material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; or anything that violates any applicable laws; and
- c. is responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use the Cloud Based Products, and for paying all associated charges.

4. Bentley support and maintenance obligations

- 4.1. Bentley will contract with a third party of its choosing to host the Cloud Based Product in the cloud and will be responsible for managing that cloud environment. Bentley will ensure that the cloud environment is sufficient to provide the Cloud Based Product and associated services in accordance with the Contract.
- 4.2. Bentley will use commercially reasonable endeavours to provide the Support and Maintenance for the Cloud Based Product for the term set out in the Contract, and where a Customer has entered into a Contract for access to and use of Central as described in the Service Levels, and if applicable, the Quote or Confirmation.
- 4.3. Bentley will provide reasonable monitoring, back-up, and administration services in relation to the Cloud Based Product and will implement reasonable and appropriate measures to help secure the hosted environment against unlawful access.
- 4.4. Bentley will develop a back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process with respect to the Cloud Based Products.
- 4.5. Bentley may interrupt the availability of a Cloud Based Product to perform emergency Maintenance at any time and without notice to the Customer.
- 4.6. Bentley may interrupt the availability of a Cloud Based Product for scheduled Maintenance. Bentley shall use reasonable efforts to provide the Customer with prior notice of any scheduled Maintenance, and the Customer shall use reasonable efforts to comply with any Maintenance requirements notified by Bentley. Bentley will always endeavour to keep any service interruptions to a minimum.

5. Data Storage Capacity

- 5.1. Where a Customer has entered into a Contract for access to and use of a Cloud Based Product, irrespective of the number of Authorised Users, the Customer's use of that Cloud Based Product is limited to the amount of data storage detailed on the Quote, Confirmation or MSA. If the Customer exceeds the purchased capacity of data storage, the Cloud Based Product may not process additional data beyond the maximum capacity until additional capacity is purchased. Such additional data storage may be increased in increments and at Bentley's then current prices.

6. Customer Data, archiving and backup

6.1. The Customer represents and warrants that:

- a. the Customer has obtained all necessary rights, releases and permissions to submit all Material to the Cloud Based Products;
- b. submission and use of the Material in the Cloud Based Product will not violate any applicable laws, or any third-party intellectual property, privacy, publicity or other rights; and
- c. Bentley assumes no responsibility or liability for the Material, and the Customer is solely responsible for the Material and the consequences of submitting and using it with the Cloud Based Products.

- 6.2. The Customer and its Authorised Users must not submit to the Cloud Based Products any sensitive personal information. Notwithstanding any other provision to the contrary, Bentley has no liability under the Contract for personal information submitted in violation of the Contract.
- 6.3. The Customer will indemnify each member of the Bentley Group (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to Material submitted or used with the Cloud Based Products.
- 6.4. Bentley has no obligation to monitor any Material uploaded to the Cloud Based Products. However, if any Material breaches these Product Terms, Bentley may remove the Material from the Cloud Based Product or suspend the Customer's or an Authorised User's access to the Cloud Based Product. Bentley will use reasonable efforts to provide the Customer with advance notice of removals and suspensions when practicable, but if Bentley determines that the Customer's actions may compromise the operation of the Cloud Based Product or other users, Bentley may suspend the Customer's access or remove the Material immediately without notice. Bentley has no liability to the Customer for removing or deleting the Material from or suspending the Customer's access to any Cloud Based Products as described in clauses 6.4 or 8.1 of this Section C.
- 6.5. In the event of any loss or damage to Material, the Customer's sole and exclusive remedy shall be for Bentley to use reasonable commercial endeavours to restore the lost or damaged Material from the latest back-up of such Material maintained by Bentley in accordance with these Product Terms.
- 6.6. Bentley will not be responsible for any loss, destruction, alteration or disclosure of Material caused by any third party (except those third parties sub-contracted by Bentley to perform services related to Material to undertake maintenance and back-up).

7. Return of Customer Data.

- 7.1. Bentley shall use reasonable commercial endeavours to deliver any back-up of the Customer Data to the Customer within ninety (90) days of the termination or expiry of the Contract, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Bentley in returning or disposing of Customer Data. After the 90 day period, Bentley will have no obligation to maintain or store the Customer Data and may delete all remaining Customer Data.

8. Suspension

- 8.1. Without affecting any other right or remedy available to it, Bentley may suspend the Customer's (and its Authorised Users') access to a Cloud Based Product immediately upon written notice in the event that:
 - a. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than ten (10) days after being notified in writing to make such payment; or
 - b. Bentley becomes aware of any unauthorised use of a Cloud Based Product obtained through the use of any of the Customer's Authorised User's account details.

9. Sharing access to Cloud Based Products

- 9.1. From time to time, Bentley may enable the Customer to generate links to share access to its Customer Data hosted within such Cloud Based Products (**Shared Data**). The Customer agrees that by generating or sharing any such link, it remains responsible for the use of and access to the Shared Data by any person to whom the Customer has provided the link. Bentley has no liability to the Customer arising from the generating or sharing any link to Shared Data, other than set out in these Product Terms.

SECTION D: DAILY LICENSING AND CONSUMPTION BASED LICENSING TERMS

This Section D applies where the Customer has entered into a Contract for access to and use access of:

- a. Works on a Daily Licence Model; or
- b. any other Product on a Consumption Based Licence.

1. Definitions:

Consumption Based Licence: a licence model where the Customer pays for only those days (or other period as selected by the Customer) on which the Product is used.

Daily Licence: a Licence to use Works for a User Day. Daily Licence Model will have a corresponding meaning.

Usage: the number of User Days used by an Authorised User or the period for the Licence purchased by the Customer.

User Day: a continuous 24-hour period commencing at the time an Authorised User signs in to the relevant Product, provided that the Authorised User continues to use the Product for more than ten minutes during that period (less than ten minutes' use will not constitute a User Day).

Works: means the proprietary product, developed by the Bentley Group and marketed as Leapfrog Works.

2. Usage – Daily Licensing

- 2.1. With respect to a Daily Licence for Works, there is no cap on the number of Authorised Users who may access the Product, provided that each Authorised User must have a Seequent ID which is linked to the Customer's Daily Licence account for the relevant Product.

3. Customer Obligations

- 3.1. The Customer is responsible for the activity of Authorised Users with respect to the Product licenced under the Consumption Based Licence or Daily Licence, including ensuring that Users comply with these Product Terms and the User Terms, and paying all Fees associated with Usage.
- 3.2. The Customer must provide Bentley with such information as is necessary to set up the Seequent IDs and link them to the relevant Consumption Based Licence or Daily Licence.
- 3.3. Bentley may increase prices for a Consumption Based Licence at any time. Price changes will take effect thirty (30) days from notification by Bentley. There are no ongoing obligations with respect to a Consumption Based Licence or Daily Licence; the Customer is entitled to cease use at any time. A continuous use of Consumption Based Licence or Daily Licence shall be deemed as the Customer's acceptance of price changes.
- 3.4. Account set up Fees for new Consumption Based Licences or Daily Licences will be invoiced immediately upon signature of the Contract.
- 3.5. Fees will be calculated monthly based on Usage in the previous calendar month. Fees for Usage will be invoiced monthly in arrears.

SECTION E: VOXI PRODUCTS

This Section E applies where the Customer has entered into a Contract for the use of VOXI.

1. Definitions:

Material: any messages, files, data, images, photographs, code and other materials uploaded to a Cloud Based Product by an Authorised User, including Customer Data.

Oasis montaj: Bentley's proprietary software branded as Oasis montaj.

Pay-As-You-Go Access: access to VOXI on a 'pay per model basis'.

VOXI Subscription: access to VOXI on a continuous basis for a fixed period and fixed service level for a single named Authorised User.

2. Access

- 2.1. The Customer must have both a current Licence for Oasis montaj and a current Licence for VOXI to access and use VOXI.

3. Use of VOXI

- 3.1. In relation to the use of VOXI:
 - a. the Customer shall not store, distribute or transmit through VOXI any Virus, or any Material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - b. where the Customer has purchased a VOXI Subscription, the Customer will use VOXI subject to the Fair Use Policy set out in clause 4 of this Section E; and
 - c. where the Customer has purchased Pay-As-You-Go Access, use of VOXI is subject to the VOXI

Refund Policy clause of this Section E.

4. Fair Use Policy – VOXI Subscriptions

- 4.1. It is Bentley's policy that all use of VOXI should be reasonable and not excessive so that all users are able to access and use VOXI in accordance with their Licences. Bentley may apply this Fair Use Policy where, in its reasonable opinion the Customer's usage, or an Authorised User's usage, of VOXI is excessive or unreasonable as detailed in this clause 4.
- 4.2. The Fair Use Policy has been developed with reference to average customer profiles and estimated usage of VOXI. If the Customer's usage of VOXI materially exceeds estimated use patterns or is inconsistent with normal usage patterns, then its usage will be considered too excessive or unreasonable.
- 4.3. If the Customer's usage is excessive or unreasonable, Bentley may request that the Customer stops or alters its usage to come within the Fair Use Policy.
- 4.4. If the Customer's excessive or unreasonable usage continues after it is requested to stop or alter the nature of such usage, Bentley may, without further notice, suspend, modify, or restrict the Customer's use of VOXI.

5. No Refund Policy – Pay-As-You-Go Access

- 5.1. This Refund Policy applies to use of VOXI via Pay-As-You-Go Access. Fees for Pay-As-You-Go Access are incurred by the Customer immediately upon submission of Customer Data to VOXI irrespective of the period it takes for the data to be processed by VOXI. The Customer will not be entitled to a refund on any Fees where it purports to cancel any service following submission of the Customer Data to VOXI.

6. Customer Data

- 6.1. The Customer shall own all rights, title, and interest in and to all of the Customer Data and Material and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and Material.
- 6.2. In the event of any loss or damage to Customer Data or Material, the Customer's sole and exclusive remedy shall be for Bentley to use reasonable commercial endeavours to resupply the VOXI services. Bentley shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or Material caused by any third party (except those third parties sub-contracted by Bentley to perform services related to Customer Data or Material or to undertake maintenance and back-up).

7. Modifications and Service Interruptions

- 7.1. VOXI is provided on a "as is" basis; Bentley does not warrant that the Customer's use of VOXI will be uninterrupted or error-free or that any defects will be corrected. Bentley will not be liable for service interruptions or any other service failures.
- 7.2. Bentley may interrupt services to perform maintenance to VOXI or to address or mitigate the effects of security breaches, virus attacks, denial of service attacks, or other intentional interferences by third parties. Bentley will exercise reasonable efforts to inform the Customer (via its Authorised User) before interrupting use of VOXI and to repair or reinstate VOXI services promptly.
- 7.3. Bentley reserves the right to do unilaterally any of the following, at any time, without prior notice: (1) to modify, suspend or terminate operation of or access to VOXI, for any reason; (2) to modify or change VOXI, and any applicable policies or terms; and (3) to interrupt the operation of VOXI, as necessary to perform routine or non-routine maintenance, error correction, or other changes. Bentley, upon conducting any action as specified in subclauses (1) – (3) of this clause 7.3 of Section E, shall use reasonable efforts to provide the Customer with prior notice of such action.
- 7.4. If use of VOXI is interrupted by Bentley, the Customer's sole remedy is for Bentley to re-perform the services.

SECTION F: ACADEMIC LICENCES

This Section F applies where the Customer has entered into a Contract for the access and use of a Product, and:

- a. the Customer is an academic institution; and
- b. has been provided with free or discounted Products for academic, research or education purposes, (**Academic Licence**).

1. Definitions:

Where any terms in this Section F are capitalised but not defined in this clause 11 of Section F or the definitions set out in clause 1 (Definitions) of these Product Terms, they shall be given the meaning set out in the Academic Licence Key Terms.

Academic Customer: a Customer who receives any Academic Licence.

Academic Deliverables: the products and materials developed by the Academic Customer as further described in the Academic Licence Key Terms.

Academic Licence Key Terms: a letter, proposal, or other document provided to the Customer by Bentley in conjunction with or as a supplement to a Quote or Confirmation which provides more specific detail regarding the terms of the Academic Licence, together with any other terms specific to the engagement with the Customer.

Commercial Purposes: a purpose intended for or directed toward commercial advantage or monetary compensation.

2. Restrictions

2.1. For the purpose of an Academic Licence:

- a. the Products, the Academic Deliverables, and any materials or products resulting from or developed by the Academic Customer (including any faculty member or student of the Academic Customer) directly or indirectly using the Products, must not be used for Commercial Purposes;
- b. the Products must be used strictly for the purpose set out in the Academic Licence Key Terms or where no purpose is stated for research and teaching purposes for the internal business purposes at the Academic Customer; and
- c. the Products must only be used by the Authorised User as set out in the Academic Licence Key Terms.

3. Customer Obligations

3.1. In consideration of the rights granted under an Academic Licence, the Institution:

- a. grants Bentley the Publication Rights set out in the Academic Licence Key Terms;
- b. agrees to (and will procure all Authorised Users to) comply with the Attribution Rights and Reporting Obligations set out in the Academic Licence Key Terms; and
- c. agrees to comply with any other obligations of the Institution as set out in the Academic Licence Key Terms.

4. Intellectual Property

4.1. Unless specifically agreed otherwise, Intellectual Property (including any modification, enhancement or derivative work of such Intellectual Property) remains the property of the current owner, including:

- a. Intellectual Property that existed prior to the date of the Contract; and
- b. Intellectual Property that was developed independently of the Contract.

SECTION G: CONSULTANTS DAILY SUBSCRIPTION TERMS

This Section G applies where the Customer has entered into a Contract for access to, and use access of, Products Licensed under a Consultants Daily Subscription.

1. Definitions:

Consultants Daily Subscription: Licensing of a software product by Bentley on a subscription basis described as "Consultants Daily", and which is specified in further detail on the Quote or Confirmation.

Usage: the number of User Days used by an Authorised User.

User Day: a continuous 24-hour period commencing at the time an Authorised User signs in to the relevant Product, provided that the Authorised User continues to be signed into the Product for more than ten minutes during that period (less than ten minutes' use will not constitute a User Day).

2. Customer Obligations

2.1. The Customer is responsible for the activity of Authorised Users with respect to the Products Licenced under a Consultants Daily Subscription, including ensuring that Authorised Users comply with these

Product Terms and the User Terms.

- 2.2. Each Authorised User must have a Seequent ID which is linked to the Customer's Consultants Daily Subscription. The Customer must provide Bentley with such information as is necessary to set up the Seequent IDs and link them to the relevant Consultants Daily Subscription.
- 2.3. Fees apply per Product checked out per Seequent ID under the Consultants Daily Subscription and are calculated monthly based on Usage. Fees for Usage will be invoiced monthly in arrears. Invoices will be for the month immediately preceding the Usage (provided that the Authorised User has logged in online following such Usage, otherwise the invoicing will be at the end of the month following such log in). The account set up or activation Fees for Consultants Daily Subscriptions will be invoiced immediately upon signature of the Contract.
- 2.4. Bentley may unilaterally amend the Products available under Consultants Daily Subscriptions and change Fees and invoicing for Consultants Daily Subscriptions at any time. Such changes will take effect thirty (30) days from notification by Bentley. A continuous use of Consultants Daily Subscriptions shall be deemed as the Customer's acceptance of relevant changes notified by Bentley.
- 2.5. Consultants Daily Subscriptions are subject to prior approval by Bentley and may be revoked at Bentley's discretion if the Customer or any Authorised User is found to be in breach of these Product Terms.

SECTION H: REGION SPECIFIC TERMS

Brazil:

1. Where the Customer is located in Brazil, the following terms of this clause 1 will apply and prevail over the remainder of the Product Terms.
 - 1.1. All references to "Products" in these Product Terms and User Terms (as updated from time to time) will be replaced by and deemed to refer to "Software".
 - 1.2. The final sentence of clause 7 (Confidentiality) of these Product Terms and any analogous terms in the User Terms (as updated from time to time in the Software), is deleted and replaced with "The obligations under this clause will survive termination of this Licence for a period of ten (10) years."
 - 1.3. Bentley may charge fine and interest on overdue amounts. If Customer fails to pay any Fees on time, Bentley reserves the right, in addition to taking any other action at law or equity, to charge a fine of 2% plus interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is highest, and to charge all expenses of recovery. **Interest will be calculated from the due date to the date of payment (both inclusive).**
 - 1.4. In the event of breach of any of the Customer's obligations to Bentley, the Customer must pay to Bentley a fine equivalent to 10% (ten percent) of the total amount of the Contract or of the amount equivalent to 12 months of the relevant Product's licensing, whichever is highest, duly adjusted by the variation of the IGPM on date of actual payment, without prejudice to Bentley's rights of recovery for any losses and damages suffered by Bentley.
 - 1.5. Any dispute arising out of or in connection with the Contract as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of the Contract will be governed by Brazilian law, submitted to the jurisdiction of Belo Horizonte, Minas Gerais, and will be conducted in Portuguese.

Russia:

2. Where the Customer is located in Russia, the following terms of this clause 2 will apply and prevail over the remainder of the Product Terms.
 - 2.1. Once the Products and/or related services under the relevant Contract are Licensed and/or rendered accordingly, Bentley will issue an acceptance certificate on such Products and/or related services confirming the fact of Licensing the Products and/or rendering of related services (**Acceptance Certificate**) and send it to the Customer for signing. The Customer shall review the Acceptance Certificate provided by Bentley within 5 (five) calendar days upon its receipt and sign it or provide a reasoned refusal to sign the Acceptance Certificate. If the Customer fails to sign the Acceptance Certificate or provide a reasoned refusal to sign it within the term specified above, then the License to the Products and/or related services shall be deemed properly granted and/or rendered by Bentley in full compliance with the Contract and accepted by the Customer without any objections.
 - 2.2. The parties have agreed that the Contract (including its separate parts such as MSA, Quote or Confirmation), Acceptance Certificate as well as additional agreements to the Contract or any other documents necessary for conclusion, performance, amending or termination of the Contract (**Legal**

Documents) may be signed by the parties through an electronic signing tool for documents (such as DocuSign) or by exchanging scan-copies of the Contract (including its separate parts such as MSA, Quote or Confirmation), Acceptance Certificate or the relevant Legal Document signed by the sending party via email with the use of proper email addresses. The Contract, Acceptance Certificate and other Legal Documents signed by using an electronic signing tool or by exchanging signed scan-copies via email shall be considered by the parties to be originals in hard copies signed in hand-written signatures, binding for the parties to the same extent as original documents and to have full legal force. Each party shall keep confidential the data used by it for accessing an electronic signing tool and email (password and other information). For the purposes of this clause 2.2, the proper email address of the party shall be the email address with the corporate domain of the authorised signatory of the relevant party. The Customer will not challenge the validity or enforceability of the Contract (or any its separate part such as MSA, Quote or Confirmation), Acceptance Certificate or any other Legal Document solely because Bentley uses an electronic signature.

- 2.3. In the meantime, if required in accordance with applicable law or legal requirements of any authorised state bodies, officials or banks, the parties will also exchange the Contract (including its separate parts such as MSA, Quote or Confirmation), Acceptance Certificate or any other Legal Document in hard copies signed in hand-written signatures within the reasonable period after signing the Contract, Acceptance Certificate or the Legal Document via an electronic signing tool or email as described above.
- 2.4. Clause 2.4 (Section A) shall read as follows: "Where a Customer's Authorised Users are employees or contractors of a Customer Group Entity, which a sublicense has been granted to under clause 2.5 by a Customer, the Customer expressly agrees that it nonetheless remains responsible before Bentley for the acts or omissions of such Authorised Users as if they were employees or contractors of the Customer."
- 2.5. Considering updates in clause 2.4 (Section A), clause 2.5 shall be amended and read as follows: "Notwithstanding clause 2.1, Bentley may (at its sole discretion) allow a Customer to sublicense its rights under a Contract to a Customer Group Entity, subject to the Customer remaining responsible for the acts or omissions of any Customer Group Entity (including its employees or contractors, whom the access has been provided to a Product by a Customer Group Entity within a sublicense granted by a Customer under this clause 2.5) and ensuring that each Customer Group Entity complies with the Contract (so that a breach by a Customer Group Entity of the terms of the Contract will be deemed a breach by the Customer)."
- 2.6. Clause 13.5 (Section A) shall be updated as follows: "Notwithstanding any grant of access or sublicense to any Customer Group Entity under clauses 2.4 and 2.5, any contractual relations shall be directly between the Customer and a relevant Customer Group Entity and, therefore, Bentley's liability under the Contract is solely to the Customer and not to any Customer Group Entity (and if required, Customer will indemnify Bentley against and compensate for any property loss arising from any claim against Bentley by a Customer Group Entity and resolve independently and its own cost any such claim; the amount of property losses to be compensated by the Customer shall be equal to a sum of any and all expenses, costs (including legal ones) and damages incurred by Bentley within resolving any such Customer Group Entity's claim)."
- 2.7. The following wording is added to the final sentence of clause 7.1 (Confidentiality): "No special regime or other formalities (e.g. marking documents or materials as "Confidential" or otherwise) shall be established or complied with by the Disclosing Party with regard to relevant information for being treated as Confidential Information under these Product Terms."
- 2.8. The following wording is added as a new clause (3.2) under Section F: Academic Licences, Customer Obligations: "provides a consent, and undertakes to obtain properly and timely consents of authors of the Publication Rights mentioned above, to use such Publication Rights on an anonymous basis, i.e. without specifying authors' names".
- 2.9. The parties agree that the termination rights in clauses 8.4, 10.3, 15.1b and 16.2 are able to be asserted in out-of-court proceedings.
- 2.10. This Contract shall be governed by, interpreted, and enforced in accordance with the legislation of the Russian Federation.
- 2.11. Where these Product Terms are governed by the laws of Russia, if the parties are unable to resolve the dispute through mediation, the dispute shall then be finally resolved through arbitration. Except in cases in which Bentley has the right, but not the obligation, to seek injunctive relief, any controversy, claim, or dispute arising under or related to the Contract shall be finally resolved by arbitration administered by the International Commercial Arbitration Court at the Chamber of Commerce and

Industry of the Russian Federation (**ICAC**) in accordance with the then-effective Arbitration Rules and other applicable regulations of the ICAC. In the meantime, the parties are entitled to agree on another arbitration institute in the Contract; in this case, arbitration will be administered by an arbitration institute agreed by the parties in the Contract in accordance with the then-effective applicable rules and regulations of such agreed arbitration institute.

- 2.12. The seat of arbitration shall be Moscow, Russia. The parties may agree that arbitration hearings shall be conducted virtually (online) rather in person by conference call, video conference or by using other communication technology, unless arbitration hearings shall mandatorily take place in person. An arbitration award shall be final and binding for the parties. It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature. Consideration by state courts of issues on challenges of arbitrators or termination of their powers on other grounds shall not be allowed. Judgment upon the award rendered by arbitrators may be entered in any court having appropriate jurisdiction.

Mainland China (People's Republic of China):

3. Where the Customer is located in People's Republic of China, the following terms of this clause 3 will apply and prevail over the remainder of the Product Terms.
 - 3.1. This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of People's Republic of China. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
 - 3.2. The parties agree that they shall use their best efforts to resolve amicably any dispute or difference arising from or in connection with this Contract. If the parties are unable to settle the dispute or difference within thirty (30) days from the delivery by any party of a notice confirming the existence of the dispute, any party may submit the dispute to the China International Economic and Trade Arbitration Commission, Beijing, for arbitration in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction.

Mexico:

4. Where the Customer is located in Mexico, the following terms of this clause 4 will apply and prevail over the remainder of the Product Terms.
 - 4.1. This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of Mexico. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
 - 4.2. In the event of any dispute, controversy or claim between the parties arising under or related to this Contract, the parties shall submit to binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. The arbitration shall take place in Mexico City, Mexico and shall be conducted in Spanish. Each party shall bear its own attorney's fees, costs, and expenses incurred in such arbitration. Notwithstanding the above, Bentley may, at its sole discretion, institute summary proceedings for collection on delinquent accounts before the Courts of Mexico City, Mexico

Taiwan (Republic of China):

5. Where the Customer is located in Taiwan, the following terms of this clause 5 will apply and prevail over the remainder of the Product Terms.
 - 5.1. This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of Republic of China. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
 - 5.2. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Association's arbitration rules. The place of arbitration shall be in Taipei, Taiwan. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties. Each party shall bear its own attorney's

fees, costs, and expenses incurred in such arbitration. Notwithstanding the above, Bentley may, at its sole discretion, institute summary proceedings for collection on delinquent accounts before the Courts of Taiwan.