

Product Terms

Version 4.2; Last Updated 9 December 2024

INTRODUCTION

1. These Product Terms are comprised of:
 - The provisions set out in this **Introduction**;
 - **Section A: General Terms** which applies to all Seequent products;
 - **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 (**Cloud Based Products**);
 - **Section D: Daily Licensing and Consumption-Based Licensing** which applies to any access and use of certain 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 product by an academic institute for teaching or research purposes;
 - **Section G: Consultants Daily Subscriptions**: which applies to the access and use of certain 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. These Product Terms apply to all Seequent products, and related functionality and services, which are provided by Bentley, including:
 - (i) any products specified in a Contract Document referencing these Product Terms; and
 - (ii) any other Seequent-branded products, and related functionality and services, provided by Bentley to the Customer,

irrespective of whether those products are made available on a paid or unpaid basis, and whether as Beta Products or commercial release versions (each a **Product**, and together the **Products**).

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.
3. These Product Terms must be read in conjunction with any applicable Contract Document, and any policies provided by Bentley to the Customer, which, together, form a binding contract between the Bentley Contract Entity and the Customer (the **Contract**). If there is any conflict between these Product Terms and the terms of any Contract Document, the terms of the Contract Document will take precedence.
4. The Contract constitutes the entire agreement between the Customer and Bentley with respect to the subject matter covered by the Contract, 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, and such document relating to the Contract will be for administrative purposes only and will have no legal effect.

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 Customer Group Entity: a Customer Group Entity authorised to use the Products in accordance with clause 2.4.

Authorised User: any individual granted access to a Product by or on behalf of the Customer, subject to clause 2.4. Unless expressly agreed in writing by the Bentley Contract Entity, no External User may be an Authorised User.

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

Bentley: 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.

Bentley Contract Entity: (i) the Bentley entity set out in the Contract Document, or (ii) where no such entity is recorded, or if the Customer has purchased a right to access and use a Product from an Authorised Reseller, the Default Bentley Contracting Entity set out in clause 18.2 below.

Beta Product: any product or feature identified by Bentley, whether through the Contract Document, any applicable user interface or any other communications, as "beta", "EAP", "early access", "experimental", "limited release", "limited availability", "tech-preview", "pre-release", "prototype", "trial" or similar.

Confidential Information: has the definition set out in clause 7.1.

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.

Contract: has the meaning given to it in clause 3 of the Introduction.

Contract Document: any contractual documentation agreed between the Bentley Contracting Entity and the Customer in relation to the Products, being a Quote, Confirmation, MSSA, access agreement, or other written agreement between Bentley and the Customer which provides for the Customer to access the Products.

Customer: the entity contracting with the Bentley Contract Entity or its Authorised Reseller(s) for the purchase of the right to access and use Products, as identified in the Contract Document (where applicable). Where no Contract Document applies, the Customer is the entity receiving and using the Product(s).

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

Customer Group Entity: 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.

External User: an individual that is not (i) one of the Customer's (or an Authorised Customer Group Entity's) full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in using a Product for Customer's internal production purposes and working under the Customer's (or an Authorised Customer Group Entity's) supervision and control.

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

Force Majeure: includes (but shall 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.

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 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.

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

MSSA: any master software and services agreement entered into between the Customer and Bentley in relation to Seequent products.

Product: has the meaning given to it in clause 2 of the Introduction.

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, which, depending on the Product, may be a Bentley ID account.

Service Terms: 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 Products.

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

Usage Data: such data or information as Bentley may collect relating to the Customer's installation, access or use of Products, features of Products, any cloud services, and any other Bentley services.

Usage Limits: any limit or constraint on the usage of any Product specified in a Contract Document or Product documentation (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, any processing limitations, the amount of data that can be stored with respect to any Cloud Based Product, or the number of workspaces or sites that can be created or used within the 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 desktop Product, use of a Cloud Based Product, or upon the creation of a user identity, including but not limited to Seequent ID, in order to access or use any Product, or otherwise.

Virus: any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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 Bentley.

2. General Licence

- 2.1. Subject to the payment of all applicable Fees and compliance with the Contract, the Bentley Contract Entity grants the Customer a non-exclusive, non-sublicensable (subject to clause 2.4) and non-transferable right to use and access the Product(s) (**Licence**) specified in the Contract, 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, the Bentley Contract Entity 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 to a level 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 lending, renting, leasing, transferring, assigning or dealing in any Product, Documents or in any other way dealing 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. Notwithstanding clause 2.1, the Bentley Contract Entity may (at its sole discretion) allow a Customer to sublicense its rights under a Contract to a Customer Group Entity (**Authorised Customer Group Entity**). In such event, the Customer remains responsible for the acts or omissions of the Authorised Customer Group Entity and ensuring that the Authorised Customer Group Entity complies with the Contract (so that any act, omission or breach by an Authorised Customer Group Entity or its Authorised Users of the terms of the Contract will be deemed an act, omission or breach by the Customer).

- 2.5. The functionality of the Product may enable integration capability between the Product and other Seequent products. To access and use such functionality in relation to a specific Seequent product, the Customer must have a current licence for the applicable Seequent products.

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 External Users or are otherwise not authorised by Bentley 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 via email Bentley 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 Licensed 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 the Bentley Contract Entity.
- 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(s) as an administrator with control over the Customer's use of Bentley products (**Administrator(s)**), including management of Authorised Users and Customer Data, as described in the Documentation. The Customer is fully responsible for its choice of Administrator(s) and any actions the Administrator(s) 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. Bentley in its sole discretion may elect to make available to the Customer Beta Products for its Authorised Users to use and evaluate. The Customer acknowledges that additional terms or restrictions may apply to Beta Products, including that some Beta Products may not be available for production or commercial use. Beta Products may contain errors or inaccuracies and may not function in the same manner as commercially available products. The Customer acknowledges and agrees that (notwithstanding any provision to the contrary in these terms) the Beta Products are provided on an "as is" basis without any warranty or representation of any kind, are used by the Customer at its sole risk, and Bentley will have no liability arising out of or related to any Beta Products. Bentley is under no obligation to provide Support and Maintenance for any Beta Product. Bentley provides no representation that Beta Products or any of their functionality will be included in subsequent release versions. Bentley may, at its sole discretion, modify, interrupt or discontinue providing the Beta Products, at any time without notice.

- 4.2 From time to time, Bentley may solicit the Customer's and its Authorised Users' opinion and evaluation of the Beta Products. Feedback may also be derived from user monitoring and/or the automated usage reporting that Bentley receives. The Customer agrees that right, title and interest to any reports, feedback or suggestions relating to the Customer's opinions and evaluation of the Beta Products or any improvements, modifications or enhancements of the Beta Products conceived in, or made as a result of the Customer providing Bentley such reports, feedback or suggestions shall become the exclusive property of Bentley and that Bentley may disclose and use such information for any purposes whatsoever, entirely without obligation of any kind to the Customer.

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 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 the Bentley Contract Entity 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 Licensed on a perpetual basis. 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, the Customer may be required to make payment for the lapsed periods or a new Licence in order to purchase Support and Maintenance. The Customer acknowledges that if it purchases a Product via Bentley's E365 Program, all usage of that Product shall be accessed exclusively via the E365 Program, and all owned perpetual licenses to that Product shall be suspended, during the E365 subscription term. Upon termination, expiry or non-renewal of the E365 Program subscription term, the Customer's right to use all owned perpetual licenses to this Product shall be reinstated.

6. System 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 or any Contract. 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 or Bentley's technology and business practices, and any other information provided by Disclosing Party to Receiving Party marked 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.

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 Bentley 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 any breach of Bentley's Intellectual Property rights, including that any person, entity, or computer program 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.
- 8.3. The Bentley Contract Entity 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 written 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 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 of 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 the Bentley Contract Entity 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 the Bentley Contract Entity equals the amount that would otherwise have been received in the absence of such deduction, withholding tax or duty. In addition, if the Customer is liable to deduct or withhold an amount by way of tax from payment of the Fees, the Customer shall furnish to Bentley official receipts evidencing Customer's payment of such taxes.

- 9.3. The Bentley Contract Entity may charge interest on overdue amounts. If Customer fails to pay any Fees on time, the Bentley Contract Entity reserves the right, in addition to taking any other action at law or equity, to charge interest on past due amounts at 1.5% 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). In addition to any other rights and remedies provided by law, Bentley is entitled to set off and apply any and all payments made or indebtedness owing by the Customer under the Contract against any and all obligations owing by the Customer or any Customer Group Entity to Bentley, whether under the Contract or any other agreement or obligation.
- 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 immediately 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 and will commence on the date specified in the relevant invoice. Except as otherwise agreed in writing by Bentley in a Quote or MSSA, and subject to clause 10.2 of this Section A, any subscription will automatically renew upon each anniversary of the date it was issued by the Bentley Contract Entity through its licensing system (the **Renewal Date**) for an additional one year period. Unless otherwise agreed in writing, the Fees for any renewal will be the then-current list price for the subscription as notified to the Customer by Bentley.
- 10.2. Bentley will provide notice of the renewal of the term of any subscription at least sixty (60) days prior to its expiry by issuing a Quote to the Customer or otherwise following an agreed process in any MSSA. 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 written notice of non-renewal at least thirty (30) days' prior to the expiry of the term of the then-current subscription. 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 terminate the Contract immediately by notice in writing to the other party if:
 - a. the other party 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;
 - b. the other party 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 when due; or
 - c. any change in applicable law or regulation renders performance under any provision of the Contract impracticable or impossible.

- 10.4 For the avoidance of doubt, material obligations of the Contract include any obligations which relate to what the Customer or any Authorised Users may or may not do with respect to the Products and any obligations related to intellectual property rights, confidentiality, or payment of amounts due.
- 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 in full any sums due to the Bentley Contract Entity under the Contract; 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.
- 10.6 Despite anything to the contrary in these Product Terms, Bentley reserves the right in its sole discretion to cancel any quote, offer or proposal prior to acceptance by the Customer, or to elect not to renew any Contract (including without limitation in the event of any discontinuation or change to Bentley's product offerings or licensing programs).

11. Right to Suspend Licence

- 11.1. In the event that the Customer or any Authorised User breaches any material obligation of a Contract (including, without limitation, the obligation to pay any overdue fees), Bentley may with immediate effect 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 all rights, title and interest in the Customer Data shall remain with the Customer. Bentley will maintain the confidentiality of the Customer Data and will not copy or reproduce the Customer Data except as required for the fulfilment of its obligations under the Contract (including the right to provide Cloud Based Products and support services requested by the Customer). The Customer will be solely responsible for the Customer 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 Cloud Based Products.
- 12.2. Any personal data (including personal data contained within Usage Data) collected by Bentley as a result of the performance of its obligations under the Contract will be collected and used in accordance with the [Privacy Policy](#) published on the Website. Where Bentley is acting in the capacity of a data processor and/or service provider in respect of any personal data submitted to the services, the parties agree to adhere to the [Data Processing Addendum](#) published on the Website.
- 12.3. From time to time, Bentley will collect Usage Data generated as a result of the Customer's or any user's use of the Products and other Bentley services (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). 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 agrees and acknowledges that all Usage Data is owned by Bentley and the Customer agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.
- 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 the 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 features, 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 clause 2.4 of this Section A, Bentley's liability under the Contract is solely to the Customer and not to any Customer Group Entity or Authorised User and, the Customer indemnifies all Bentley entities (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 against Bentley by a Customer Group Entity or Authorised User.

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 errors or omissions in any information, instructions or scripts as a result of the 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 the Customer and the Authorised Reseller that apply to the access and use of the Product (or payment for the same) in addition to these Product Terms;
 - b. notwithstanding the provisions of clause 15.1.a. above, these Product Terms will govern all access and 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 Bentley 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.
- 16.2. If the failure or delay caused by the Force Majeure event lasts for more than ninety (90) days, then either party is entitled to terminate the relevant Contract by sending a relevant written termination notice to the other party not later than five (5) days prior to the expected termination date.
- 16.3. The provisions of this clause 16 shall not apply to relieve the Customer of any obligation to make timely payment of any amounts duly payable by the Customer under the Contract.

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 to 20.

18. Governing Law and Dispute Resolution

- 18.1. 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 Contract.
- 18.2. Depending on where Customer's principal place of business is (or if Customer is an individual, where the Customer is resident) (the **Customer Location**):
 - a. Where there is no Bentley Contracting Entity set out in the applicable Contract Document, the Bentley Contracting Entity is the Default Bentley Contracting Entity set out in the below table.
 - b. The Contract will be governed by and construed in accordance with the substantive laws in force in the jurisdiction listed under "Governing Law" in the below table.
 - c. Any dispute, controversy or claim between the parties arising under the Contract shall be resolved pursuant to the applicable dispute resolution provision set out in the below table.

Customer Location	Default Bentley Contracting Entity	Governing Law	Exclusive Jurisdiction / Forum for Dispute Resolution
USA and Canada	Bentley Systems, Inc., a Delaware corporation having its registered office at 685 Stockton Drive, Exton, PA 19341-0678	Commonwealth of Pennsylvania	In the event of any dispute, controversy or claim between the parties arising under the Contract, 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 attorney's fees, costs, and expenses incurred in such arbitration. Notwithstanding the foregoing, Bentley has the

Customer Location	Default Bentley Contracting Entity	Governing Law	Exclusive Jurisdiction / Forum for Dispute Resolution
			right to commence proceedings against Customer in any court in respect of a failure by Customer to comply with its payment obligations under the Contract without first submitting to binding arbitration.
United Kingdom	Bentley Systems (UK) Limited, having its registered office at 43rd Floor, 8 Bishopsgate, London, United Kingdom, EC2N 4BQ	England and Wales	<p>In the event of any dispute, controversy or claim between the parties arising under the Contract, 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. 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 attorney's fees, costs, and expenses incurred in such arbitration.</p> <p>Notwithstanding the foregoing, Bentley has the right to commence proceedings against Customer in any court in respect of a failure by Customer to comply with its payment obligations under the Contract without first submitting to binding arbitration.</p>
Brazil	Bentley Systems Brasil Ltda., having its registered office at Avenida Paulista, 2537. 9º. Andar. Sala 09-114, São Paulo, SP, Zip Code 01310-100	Brazil	<p>In the event of disputes, controversies, questions, doubts or claims (Dispute) between the parties resulting from the Contract, the parties shall use their best efforts to resolve the Dispute. For this purpose, either party may notify the other to attend a meeting at which an attempt will be made to resolve the Dispute through friendly discussions in good faith (Dispute Notice).</p> <p>Except as otherwise provided in the Contract, if the parties do not find a solution, within a period of 30 (thirty) days after the delivery of the Dispute Notice from one party to the other, then the Dispute shall be resolved through arbitration. The arbitration procedure will be conducted by the AMCHAM Arbitration and Mediation Center in accordance with its rules (Arbitration Rules). The resolution of a Dispute through arbitration procedure will only be applicable in the event that the disputed amount exceeds BRL 5,000,000.00 (five million reais). If this amount is not reached, the Dispute will be conducted, through litigation in the Courts of the City of São Paulo, State of São Paulo.</p> <p>The arbitration shall be conducted in Portuguese by three arbitrators. The complainant must</p>

Customer Location	Default Bentley Contracting Entity	Governing Law	Exclusive Jurisdiction / Forum for Dispute Resolution
			<p>appoint an arbitrator in the “Request for Arbitration”, and the respondent must appoint an arbitrator at its first opportunity to demonstrate. If one of the parties fails to appoint its respective arbitrator, the latter will be appointed in accordance with the procedure set out in the Arbitration Rules. The two arbitrators shall, by mutual agreement, appoint the third arbitrator, who shall be the president of the arbitral tribunal. If there is no consensus, the third arbitrator will be appointed in accordance with the Arbitration Rules.</p> <p>The parties recognize that any of the parties may request an urgent injunctive relief before the Courts of the City of São Paulo, State of São Paulo, and such request will not be considered incompatible with, or as a waiver of, any provisions contained in this clause or in Law 9.307/96. In addition to the authority of the arbitration court conferred by the Arbitration Rules, the arbitral tribunal has the authority to issue orders and grant preliminary injunctions, precautionary measures, injunctive relief and determine specific enforcement, when deemed fair and equitable.</p> <p>The arbitration award must be expressed in writing and reasoned, being considered final and binding between the parties, in addition to being enforceable in accordance with its terms. The arbitration award may determine the distribution of costs related to the arbitration process, including reasonable attorneys' fees and disbursements.</p> <p>The election of the arbitration forum carried out by the parties to the Contract does not prevent any of the parties from judicially executing the arbitral award or the certain and enforceable obligations under the Contract.</p>
Mexico	BENTLEY SYSTEMS DE MEXICO S.A., having its registered office at Insurgentes Sur 1079 piso 3, Oficina 03-125, Colonia Noche Buena, Delegación Benito Juárez, C.P. 03720, Ciudad de México	Mexico	<p>In the event of any dispute, controversy or claim between the parties arising under the Contract, the parties shall submit to binding arbitration before a single arbitrator in Mexico City, Mexico, 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. Each party shall bear its own legal fees, costs, and expenses incurred in such arbitration.</p>

Customer Location	Default Bentley Contracting Entity	Governing Law	Exclusive Jurisdiction / Forum for Dispute Resolution
			Notwithstanding the foregoing, Bentley has the right to commence proceedings against Customer in any court in respect of a failure by Customer to comply with its payment obligations under the Contract without first submitting to binding arbitration.
China	Bentley Systems (Beijing) Co., Ltd., having its registered office at Unit 1405-06, Tower 1, China Central Place, No. 81 Jianguo Road, Chaoyang District, Beijing, China	People's Republic of China	The parties agree to resolve amicably any dispute or difference arising from or in connection with the Contract. In the event the parties are unable to settle the dispute or difference within 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 in Beijing (CIETAC) for final and binding arbitration in accordance with CIETAC's rules and procedures. The award rendered by CIETAC shall be enforceable by any court of competent jurisdiction.
Taiwan	Bentley Systems, Incorporated, Taiwan Branch, having its registered office at Spaces, 1F., No. 170, Sec. 3, Nanjing E.Rd., Zhongshan Dist., Taipei City 104, Taiwan, Republic of China	Taiwan	Any dispute, controversy, difference or claim arising out of, relating to or in connection with the 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.
India	Bentley Systems India Private Limited, having its registered office at Suite No. 1001 & 1002, WorkWell Suites, 10th Floor, Max House, 1516/338, 339, 340, Village Bahapur, New Delhi 110020, India	India	In the event of any dispute, controversy or claim between the parties arising under the Contract, the parties shall submit to binding arbitration before a single arbitrator in New Delhi, India appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce, and such dispute, controversy or claim shall be finally settled in accordance with the said Rules. 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, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Customer Location	Default Bentley Contracting Entity	Governing Law	Exclusive Jurisdiction / Forum for Dispute Resolution
			Each party shall bear its own legal fees, costs, and expenses incurred in such arbitration. Subject to arbitrations, the parties agree to submit to the exclusive jurisdiction of courts in New Delhi, India. However, notwithstanding the foregoing, Bentley has the right to commence proceedings against Customer in any court in respect of a failure by Customer to comply with its payment obligations under the Contract without first submitting to binding arbitration.
Worldwide unless in a country or region described above	Bentley Systems International Limited, having its registered office at 6th Floor, 1 Cumberland Place, Fenian St, Dublin 2, D02 AX07, Ireland	Ireland	In the event of any dispute, controversy or claim between the parties arising under the Contract, 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. 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 the foregoing, Bentley has the right to commence proceedings against Customer in any court in respect of a failure by Customer to comply with its payment obligations under the Contract without first submitting to binding arbitration.

19. Use of Customer Logo

19.1 By using the Products, the Customer grants Bentley a non-exclusive, royalty-free license to use the Customer's logo and name in its marketing materials, on its website and in promotional communications to identify Customer as a user of its products. The Customer may revoke this consent at any time by providing written notice to brand@seequent.com.

20. Notices

20.1. Any notice required to be given under a Contract shall be in writing and shall be delivered by hand, sent by courier or sent by email to the other party at its address set out in the Contract Document, or such other address as may have been notified by that party for such purposes (and in the case of Bentley, with an additional copy to legal@seequent.com). 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 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 in the Contract 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 Bentley from time to time. By downloading or using any new version of a Product, paying Support and Maintenance Fees or accepting any update, renewal or new module offered by Bentley, the Customer will be deemed to have agreed to, and will be bound by, the then current version of the Product Terms.

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 United States 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 Bentley and each Bentley entity (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 the 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 Bentley's 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 Bentley and each Bentley entity (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

In addition to Section A, 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, the Bentley Contract Entity warrants that:

- a. Desktop Products will, when properly used in accordance with the system requirements 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 first day of the relevant Licence period of the Desktop Products (**Warranty Period**).

- 2.2. If, within the Warranty Period, the Customer notifies the Bentley Contract Entity 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 do 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 in clause 2.1 of this Section B, 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

In addition to Section A and any other applicable sections, Section C applies where the Customer has entered into a Contract for access to and use of a Cloud Based Product. This Section C does not apply to the Customer's use of VOXI, which is covered by Section E below.

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.

Service Levels: means for Central, as set out in "[Service Levels for Central](#)" available on the Website, 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, the Bentley Contract Entity 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 co-operation reasonably requested by Bentley 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. The Bentley Contract Entity will use commercially reasonable endeavours to provide Support and Maintenance for the Cloud Based Product for the term set out in the Contract. Where a Customer has entered into a Contract for access to and use of Central, the Bentley Contract Entity will provide Support and Maintenance for Central as described in the Service Levels.

- 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 Contract Document. Where no Contract Document applies, Bentley in its discretion will determine the amount of data storage. 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 Bentley and each Bentley entity (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 or any Authorised User's actions may compromise the operation of the Cloud Based Product or other users, Bentley may suspend the Customer's or any Authorised User'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 or any Authorised User'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.

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 ninety (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 or any other party arising from the generating or sharing of any link to Shared Data, other than set out in these Product Terms.

SECTION D: DAILY LICENSING AND CONSUMPTION BASED LICENSING TERMS

In addition to Section A and any other applicable sections, Section D applies where the Customer has entered into a Contract for access to and use of:

- a. Leapfrog 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: the proprietary product, developed by Bentley 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 licensed under the Consumption Based Licence or Daily Licence, including ensuring that Authorised 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 following 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

In addition to Section A and any other applicable sections, Section E applies where the Customer has entered into a Contract for the use of VOXI.

1. Definitions:

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 5 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 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 an "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:
 - a. to modify, suspend or terminate operation of or access to VOXI, for any reason;

- b. to modify or change VOXI, and any applicable policies or terms; and
- c. 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 (a) – (c) 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 the Bentley Contract Entity to re-perform the services.

SECTION F: ACADEMIC LICENCES

In addition to Section A and any other applicable sections, Section F applies where the Customer (**Academic Customer**) has entered into a Contract where the Product is identified as 'Academic' on the applicable Contract Document (**Academic Licence**).

1. Restrictions

- 1.1. For the purpose of an Academic Licence:

- a. the Products and any materials or products resulting from or developed directly or indirectly using the Products by the Academic Customer (including any faculty member or student of the Academic Customer) must not be used for commercial purposes, being purposes intended for or directed toward commercial advantage or for monetary compensation;
- b. the Academic Licence must be used strictly for the internal business purposes of the Academic Customer, being research and teaching purposes, or for any other purpose agreed by Bentley in writing; and
- c. where a named Authorised User is agreed with Bentley, the Academic Licence must only be used by that Authorised User.

2. Customer Obligations

- 2.1. In consideration of the rights granted under an Academic Licence, the Academic Customer agrees to (and will procure all Authorised Users to) comply with the following obligations:

- a. where an Academic Customer utilises the Academic Licence to produce any paper or report, the Academic Customer shall include the following citation: "*The analysis in this paper/report was generated using Seequent software. Seequent is the Bentley Systems subsurface company. Copyright © <insert date> Bentley Systems, Incorporated*" or such other citation as requested by Bentley;
- b. where the Academic Licence is used by the Academic Customer in the delivery or provision of a course (**Course**), the Academic Customer shall provide Bentley:
 - i. (on request by Bentley) a report detailing the progress of each Course and the expected completion date of each Course;
 - ii. with reasonable notice of any publications, presentations or public engagements related to the Course;
- c. any other obligations as set out in a Contract Document or any other document expressly referenced in the Contract Document (as applicable).

3. Intellectual Property

- 3.1. 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.

4. Publication Rights

- 4.1 Bentley shall be entitled to publicise its contribution of the Academic Licence to any project or research undertaken by an Academic Customer on its websites, marketing materials, press releases and/or case studies (Bentley may use the Academic Customer's trade marks for this purpose).

SECTION G: CONSULTANTS DAILY SUBSCRIPTION TERMS

In addition to Section A and any other applicable sections, 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 the Bentley Contract Entity on a subscription basis described as "Consultants Daily", and which is specified in further detail on the Contract Document.

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 Licensed 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

The additional terms set out in this Section H apply to the access and use of any Product by customers based in a specified country or region, and prevail over the remaining Product Terms to the extent of any conflict or difference.

1. Brazil

- 1.1. Where the Customer's principal place of business is located in Brazil, the following terms of this clause 1 will apply and prevail over the remainder of the Product Terms.
- 1.2. 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".
- 1.3. 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."
- 1.4. The Bentley Contract Entity may charge a fine and interest on overdue amounts. If the Customer fails to pay any Fees on time, the Bentley Contract Entity 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).
- 1.5. In the event of a breach of any of the Customer's obligations to Bentley, the Customer must pay to the Bentley Contract Entity 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 the date of actual payment, without prejudice to Bentley's rights of recovery for any losses and damages suffered by Bentley.

2. United Kingdom

- 2.1 Where the Customer's principal place of business is registered in the United Kingdom, the following terms of this clause 1 will apply and prevail over the remainder of the Product Terms.
- 2.2 Insofar as the Contract 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.

3. United States of America

- 3.1. 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 Contract and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable.