

User Terms

Version 2.1: Last Updated October 2025

IMPORTANT NOTICE TO ALL USERS

By downloading, installing, accessing or using the Products or accessing or using our Online Services, you agree to these user terms, which form a legal agreement between you and us (**User Terms**). If you do not agree to these User Terms, you must discontinue the download, installation, access or use of our Products or Online Services, as applicable.

INTRODUCTION

1. These User Terms are comprised of:
 - This **Introduction**;
 - **Section A: General Terms** which applies to our Products and Online Services;
 - **Section B: Product User Terms** which applies to our Desktop Products and Cloud Based Products; and
 - **Section C: Online Services User Terms** which applies to our Online Services.
2. We may periodically update these User Terms without notice. Once published the new terms will be effective and binding. By continuing to use our Products or Online Services you will be deemed to have accepted the updated User Terms.

SECTION A: GENERAL TERMS

1. Definitions

Bentley: means the Bentley Contract Entity and any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity;

Bentley Contract Entity means the applicable Bentley entity set out in the Customer Terms;

Cloud Based Product means any Seequent-branded product or service we provide using cloud infrastructure, including hosted software or platform based solutions;

Customer means the person or entity which has contracted with the Bentley Contract Entity or its Authorised Reseller(s) for the purchase of the right to access and use the Products to which these User Terms relate. Where no written agreement applies, the Customer is the entity receiving and using the Product(s);

Customer Terms means:

- a. the agreement between us and the Customer for the right to access and use a Product;
- b. these User Terms; and
- c. the Product Terms that can be found here: <https://www.seequent.com/legal-privacy/>;

Desktop Product means any Seequent-branded software product provided by us 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;

Online Services means the Online Services defined in clause 1.1 of Section C;

Product(s) means the Desktop Products and Cloud Based Products and related features, functionality and documentation provided by Bentley;

Seequent ID means a Seequent or Bentley user account;

Tech Preview means any Product or service, feature, or functionality of a Product that is identified, whether in the Customer Terms, a user interface, or other communication, as "beta", "early access", "EAP", "experimental", "evaluation", "limited release", "limited availability", "tech-preview", "pre-release", "prototype", "trial" or any similar designation;

we, our or us means the Bentley Contract Entity; and

you, your means the individual or entity accessing and/or using the Products or the Online Services.

2. Access and Use of our Products and Online Services

- 2.1 You agree to access and use our Products and Online Services:

- a. in good faith and with due care and skill, respecting our ownership of the Products and Online Services;
 - b. in accordance with these User Terms; and
 - c. in a manner that complies with all applicable laws and regulations.
- 2.2 Where you are using a Product, you agree that you are authorised by the Customer to access that Product.
- 2.3 Content uploaded to a Product is governed by both these User Terms and the Customer Terms.
- 2.4 You are responsible for your conduct, the content of your files and folders, and your communications with others while using the Products and Online Services. It is your responsibility to ensure that you have the rights or permission needed to comply with these User Terms. The Products and Online Services may include features that allow you to share your information with others or to make it public, whereby other users may copy, modify, or distribute your information. You, and not Bentley, are responsible for maintaining and protecting your information. Bentley will not be liable for any loss or corruption of your information, or for any costs or expenses associated with backing up or restoring any of your information.
- 2.5 You will not, nor attempt to:
- a. disassemble, decompile, adapt, copy, modify, reverse engineer, create derivative works from or distribute all or any portion of any Products or Online Services, or tamper in any way with the software or functionality of the Products or Online Services, or do anything to circumvent their operation;
 - b. damage or harm our Products or Online Services or any underlying or connected network or system, including by introducing any virus, trojan horse or other malicious code (**Malware**) or taking any action that Bentley determines imposes an unreasonably or disproportionately large burden on Bentley's (or its designated third parties') infrastructure;
 - c. use any Malware, software programme, algorithm, methodology or other automatic device, including any spider, robot, scraper, or otherwise, to copy any Product or Online Service, or overwrite, monitor, collect or harvest any data, or information or content found in any Product or Online Service (or manually carry out the same);
 - d. probe, scan, or test the vulnerability of any system or network, or breach or otherwise circumvent any security or authentication measures;
 - e. attempt to bypass, delete, or manipulate any metering or technical limitations of the Products or Online Services;
 - f. access, tamper with, or use non-public areas of the Products or Online Services, shared areas of the Products or Online Services you have not been invited to, or impersonate or misrepresent your affiliation with any person or entity;
 - g. collect information about others without their consent; or
 - h. engage in any other conduct that restricts or inhibits anyone's use of the Products or Online Services or which, as determined by Bentley, may harm Bentley or users of the Products or Online Services, or expose them to liability.
- 2.6 When using Products or Online Services, you agree not to upload, store, distribute or otherwise transmit 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; anything that violates any applicable laws; any content that you do not have a right to transmit under any law or contractual or fiduciary relationship; any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or any unsolicited or unauthorised advertising, promotional materials, spam or similar. We reserve the right to determine in our absolute discretion whether any such content is inappropriate and to take down any content at any time or block your access to Products or Online Services or any part of them, without notice.

3. Your Seequent Account

- 3.1 To access and use our Products and some of our Online Services, you must have a Seequent ID. Where you are required to register an account, you agree to provide us with up to date and accurate information as required by the applicable registration form. In some instances, you may also be

required to choose a unique password. You must keep your password safe and secure at all times and must not disclose your password to any third party. You also agree:

- a. you will not share your account with any person, including to enable them to gain unauthorised access to any Products or Online Service;
- b. your password will be kept safe and secure at all times, and be in a format which is not easily guessed by another person; and
- c. you will take all reasonable steps to prevent someone misusing or gaining unauthorised access to the Products or Online Services via your computer systems or your Seequent account.

4. Privacy

- 4.1 Your use of the Products and Online Services is subject to our [Privacy Statement](#), which is incorporated by reference into these User Terms.
- 4.2 We may use third-party service providers in connection with the Products and Online Services, including cloud computing service providers which may transmit, maintain, and store your content and data on third-party computers and globally. You must not upload or otherwise submit any sensitive personal information in connection with the Products or Online Services. We will not be responsible or liable for any such information that may be processed, transmitted, disclosed, or stored in connection with the Products or Online Services.
- 4.3 If you delete content and data from the Products or Online Services, you understand it may persist in backup and archival copies, and usage data may persist in metering systems and logs. We have the right (but not the obligation) to delete inactive sites or accounts or purge related content without further notice.

5. Intellectual property rights

- 5.1 You acknowledge that the intellectual property rights in Products and Online Services are vested in one or more members of the Bentley group or its licensors and that you will not act in any way which would prejudice these intellectual property rights. We retain all rights not expressly granted to you in these User Terms.
- 5.2 You acknowledge that you have no rights in or to any Product other than the right to use it in accordance with the Customer Terms and specifically, that you have no right to access the Product in source code form. You must maintain all intellectual property notices appearing on Products and must not remove them.
- 5.3 When an Authorised User (including you) submits content, information or other data owned by our Customers to our Products or Online Services, you acknowledge and agree that ownership of such data shall remain with the Customer.
- 5.4 You will promptly notify us at legal@seequent.com if you become aware of any unauthorised use or other infringement of our intellectual property rights.
- 5.5 You will promptly notify us at legal@seequent.com if you are aware of a claim or potential claim by a third party that the Products or Online Services infringe that third party's intellectual property rights.

6. Third Party Products

- 6.1 The Products may integrate with third-party applications (**Third Party Products**). We are not responsible for, and disclaim all warranties and liability for, any Third Party Product. Your use of a Third Party Product is at your own risk and is governed by its provider's terms. By enabling an integration, you may authorise that Third Party Product to access your data and assume all responsibility for that access.

7. Termination and suspension

- 7.1 If you breach any material term of the Customer Terms, we may suspend, restrict or terminate your access to the relevant Product or Online Services until the breach is remedied. Access may also be terminated if the Customer Terms are terminated or you cease to be an Authorised User under the Customer Terms. We will not be liable to you or any third party for any consequences arising from exercising our rights under this clause.
- 7.2 If your access is terminated or you are no longer an Authorised Customer under the Customer Terms, you must delete all copies of the Desktop Products from your device(s) and stop using the Cloud Based Products (as applicable).

8. Limitation of Liability

- 8.1 To the extent permitted by law and except as set out in any Customer Terms, we (including any of our directors, employees, officers, affiliates, agents or suppliers) will not be liable to you and/or any third party for any loss or damage (including, but not limited to, direct, indirect, incidental, special, punitive, consequential, lost profits, lost revenues, or similar economic loss, whether in contract, tort or otherwise) suffered by you.
- 8.2 We do not make any warranties (either express or implied) or representations as to the accuracy, timeliness, completeness, merchantability, fitness for a particular purpose of the Products or Online Services. In particular, we do not warrant that your use of the Products or Online Services will be uninterrupted or error free or that any defects will be corrected within a certain period of time. To the extent permissible by law, all conditions or warranties that could be implied into these User Terms are excluded.

9. Unsolicited Idea Submission Policy

- 9.1 We do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products, or technologies, processes, materials, marketing plans, or new product names. The sole purpose of this policy is to avoid potential misunderstandings or disputes if Bentley's products or marketing strategies might seem similar to ideas or works you submitted. Please do not send any original creative artwork, samples, demos or other works. All such unsolicited materials sent to us despite the foregoing will become our property and you agree that all intellectual property rights therein are transferred to us.

10. Sanctions and Export Controls

- 10.1 Products and Online Services 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, **Sanctions and Export Controls**). Regardless of any disclosure made by the Customer to us of an ultimate destination of the Products and Online Services, you must not export, re-export or transfer, whether directly or indirectly, the Products or Online Services, or any portion thereof, or any system containing such Products, Online Services or portion thereof, to anyone without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the Products or Online Services and/or the export, re-export or transfer, direct or indirect, of the Products or Online Services, 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 your responsibility to comply with all applicable Sanctions and Export Controls as they may be amended from time to time.
- 10.2 We reserve the right to restrict the countries from which users can access or use any of its Products or Online Services and you will comply with these restrictions on notice by us. If you attempt to access or use any Products or Online Services from a restricted country by circumventing these restrictions, your licences will become invalid and we may suspend licences at our sole discretion.

11. Waiver and Severability

- 11.1 Our failure to exercise or enforce any rights or provisions in these User Terms shall not constitute a waiver of such right or provision. If any part or provision of these User Terms is found to be unenforceable, such part or provision may be modified to make the User Terms, as modified, legal and enforceable. The rest of the User Terms will remain unchanged.

12. Indemnity

- 12.1 You agree to indemnify and hold harmless Bentley, its officers, directors, employees and agents for any costs, losses, expenses, damages suffered by us arising out of your failure to comply with these User Terms.

13. Governing Law

- 13.1 Depending on where your principal place of business is (or, if you are an individual, where you are resident), these User Terms are between you and the Bentley entity as set out in the Governing Law and Dispute Resolution clause of the Seequent Product Terms found at <https://www.seequent.com/legal-privacy/product-terms/> (**Governing Laws and Dispute Resolution Clause**). The User Terms will be governed by and construed in accordance with the substantive laws in force in the respective country specified in the Governing Laws and Dispute Resolution Clause. 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 these User Terms. Any dispute, controversy or claim between the parties arising under these User Terms shall be resolved pursuant to the applicable dispute resolution provision set out in the Governing Laws and Dispute Resolution Clause. Please send all notices under the User Terms to the attention of the Seequent Legal Department (legal@seequent.com) and have these addressed to the respective Bentley entity according to your location per the table in the Governing Law and Dispute Resolution Clause.

SECTION B: PRODUCT USER TERMS

1. What You Can and Cannot Do with Products

1.1 Where a Customer has provided you access to Products, you may be entitled to access and use our Products as an Authorised User. The Customer may invite or revoke an individual's status as an Authorised User on the terms and conditions of the Customer Terms.

1.2 You must use the Products in accordance with the Customer Terms, solely for the internal business purposes of the Customer, and only during the term of the Customer Terms.

1.3 By accessing or using a Product, you agree:

- a. that the Customer has authorised you to use the Product;
- b. to use the Product in accordance with the Customer Terms and these User Terms; and
- c. that you have the capacity, and all necessary powers and authorisations, to enter into and carry out the obligations under these User Terms.

1.4 You may:

- a. download, install, access or use a Product on a device provided by you or the Customer for the Customer's internal business purposes in accordance with the Customer Terms;
- b. receive and use any free supplementary software code or update of a Product incorporating "patches" and corrections of errors as may be provided by us from time to time in accordance with the Customer Terms; and
- c. use any documents supporting the use of a Product permitted under the Customer Terms and make one copy of the documents as reasonably necessary for their lawful use.

1.5 You must not:

- a. separate any component or part of a Product for use on more than one computer;
- b. provide access to a Product to any unauthorised third party by any means, including sharing log in or identity information (including your Seequent ID), lend, rent, lease, provide commercial hosting services, transfer, assign or deal in a Product, any documents or your Seequent ID, or use the Product to provide fee or transaction based services, without our prior written consent;
- c. make alterations to, or modifications of, the whole or any part of a Product, nor permit a Product or any part of it to be combined with, or become incorporated in, any other programs; or
- d. use any Product identified as an upgrade unless you are properly licensed to use Product which we have identified as being eligible for an upgrade. After installing an upgrade, you may use the original Product that was eligible for an upgrade provided that at any one time you use only the upgraded Product or the prior Product version subject to the upgrade.

1.6 You agree not to upload any content to a Product that infringes:

- a. these User Terms;
- b. any law; or
- c. the intellectual property rights or confidentiality of any third party.

1.7 You agree that we may collect and utilise technical information gathered as part of Product support services that may be provided to you. Data capture in this form will only be used to improve our products and/or provide customised services to you.

2. Cloud Based Products

2.1 From time to time, we may enable you to generate links to share access to your data hosted within Cloud Based Products (**Shared Data**). You agree that by generating or sharing any such link, you remain responsible for the use of and access to the Shared Data by any person to whom you have provided the link. We have no liability to you arising from the generating or sharing of any link to

Shared Data, other than set out in the Customer Terms.

3. Tech Preview Products

- 3.1 Tech Preview Products may contain errors or inaccuracies and may not function in the same manner as commercially available products. You acknowledge and agree that the Tech Preview Products are provided on an "as is" basis without any warranty or representation of any kind, and are used by you at your sole risk. We will have no liability arising out of, or related to, any Tech Preview Products. We are under no obligation to provide support and maintenance for any Tech Preview Product. The Tech Preview Product may not be used for any purpose other than your testing or evaluation, unless agreed otherwise by us.
- 3.2 From time to time, we may solicit your opinion and evaluation of the Tech Preview Products. Feedback may also be derived from user monitoring and/or the automated usage reporting that we receive. You agree that right, title and interest to any reports, feedback or suggestions relating to your opinions and evaluation of the Tech Preview Products or any improvements, modifications or enhancements of the Tech Preview Products conceived in, or made as a result of you providing us such reports, feedback or suggestions shall become our exclusive property and that we may disclose and use such information for any purposes whatsoever, entirely without obligation of any kind to you.
- 3.3 Tech Preview Products are proprietary and confidential to Bentley. All intellectual property rights, including patents, copyrights, trademarks and trade secrets, remain vested in Bentley. You must not disclose, reproduce or otherwise share any confidential information received in connection with any Tech Preview Products. On Bentley's request, you must certify in writing that confidential materials of Bentley have been returned or destroyed.

4. Limitation of Liability

- 4.1 You acknowledge that the Products operate in a predictive manner relative to input and that we have no control over the collection, use or interpretation of input. You assume sole responsibility with respect to the use and the results of the use of our Products and any related documents in terms of correctness, accuracy, reliability and performance, and the conclusions drawn from such use. Furthermore, you acknowledge that our Products have not been developed to meet any individual requirements. It is your responsibility to ensure that the facilities and functions of our Products meet your requirements.
- 4.2 We shall have no liability for any damage caused by error or omissions in any information, instructions or scripts provided to us by you authorising your use in connection with a Product or any actions taken by us at your direction.
- 4.3 Without limiting clause 8 of Section A, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with your access and use of a Product shall be as set out in the Customer Terms.

5. Anti-Piracy

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

SECTION C: ONLINE SERVICES USER TERMS

1. Our Online Services

- 1.1 The Online Services User Terms apply to all online services provided by us in relation to Seequent including:
 - a. public facing Seequent websites (including seequent.com) (**Websites**);
 - b. Seequent customer or other user portals; or other online interfaces which require log in access and assist the management of user information (including MySeequent); and
 - c. Seequent community forums discussion groups, chat areas, bulletin boards, blogs and similar services (**Forums**).

- 1.2 We reserve the right to at any time modify the information provided through our Online Services, discontinue or terminate the Online Services, or any portion of the Online Services without providing prior notice.
- 1.3 You are authorised to use the Online Services for legitimate business purposes. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the Online Services without our prior written consent.

2. Your use of our Online Services

- 2.1 From time to time we may make certain materials available as part of our Online Services, such as images, graphics, files, audio, video such as webcasts and podcasts, and documents such as press releases, white papers, datasheets and FAQs (**Materials**). You may download, view, listen to or otherwise use the Materials provided that the Materials are used solely for your personal and non-commercial purposes and are not copied, modified or distributed in any way, and the Materials retain Bentley's copyright attribution. Accredited educational institutions may download and reproduce the Materials for distribution in the classroom. Distribution outside the classroom requires our written permission.
- 2.2 Our Forums are provided as a convenience to users and we are not obligated to provide any technical support for or participate in these Forums. While our Forums may include information regarding our products and services (including information from our employees) they are not an official customer support channel for us. Opinions or information shared in Forums by our personnel belong to the individual and do not necessarily represent our views.
- 2.3 Our Forums may be used solely for your personal, non-commercial purposes and you must not copy or disclose any information shared through our Forums. You also agree not to store or use personal data about other Forum users except where expressly authorised to do so.

3. Your Shared Content

- 3.1 Some aspects of our Online Services (including Forums) involve the sharing of opinions, data and other information (**Content**) which may be yours or shared by you on behalf of another person or entity (e.g. your employer).
- 3.2 When you upload or otherwise share any Content, you confirm that you have all necessary authority and permissions to do so and that such Content is not confidential or subject to any intellectual property rights of any other person.
- 3.3 By sharing Content, you grant us a perpetual, royalty-free, unrestricted licence to store, reproduce or use your Content for the purposes of operating and developing the Online Services.
- 3.4 We have no obligation to monitor Content which is shared in the Online Services. However, we reserve the right to review Content from time to time, and to remove or choose not to make available any Content in our sole discretion. If we determine that your Content breaches these Online Services User Terms, we may remove such Content and/or suspend or block your access to any Online Services without notice or further obligation to you.

4. Third Party Content

- 4.1 Our Online Services may provide links to websites products and services of third parties and/or provide content owned by third parties. Such third party links or content are provided for your information only and are not necessarily checked, approved or endorsed by us. We give no warranty that any content is complete or accurate and we accept no responsibility or liability in relation to any third party links or content or for any loss or damage that may arise from your use of them.

5. Limitation of Liability

- 5.1 Due to numerous possible sources of information, outputs and generated materials available through the Online Services, and the inherent uncertainties of electronic distribution, there may be delays, omissions, inaccuracies or other problems with such information. Reliance upon any information which is part of the Online Services is at your own risk. You are solely responsible for any loss of data or damage to your computer system resulting from use of the Online Services.
- 5.2 All Online Services and Materials are provided on an "as is" and "as available" basis without warranty of any kind. We are under no obligation to provide support for the use of the Online Services. We do not warrant that your use of the Online Services will be uninterrupted or error free or that any defects will be corrected within a certain period of time. To the extent permissible by law, all conditions or warranties that could be implied into these User Terms are excluded.
- 5.3 To the extent that exclusion of damages is specifically prohibited by law, and without limiting clause 8

of Section A, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the Online Services shall be limited to USD50.