

## User Terms

**Version 2: Last Updated 24 November 2021**

### **IMPORTANT NOTICE TO ALL USERS**

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

### **INTRODUCTION**

1. These User Terms are comprised of the:
  - Provisions set out in this **Introduction**;
  - **Section A: General Terms** which applies to users of both our Software Products and Online Services;
  - **Section B: Product User Terms** which applies to our Software Products; and
  - **Section C: Online Services User Terms** which applies to our Online Services.
2. Seequent may periodically add to, change or update these User Terms without notice. Once published any new terms will become effective and binding. By continuing to use our Software Products or Online Services you will be deemed to have accepted any updated User Terms.

### **SECTION A: GENERAL TERMS**

#### **1. Definitions**

**Customer** means the person or entity which has purchased the right to access and use a Software Product to which these User Terms relate;

**Customer Terms** means:

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

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

**Seequent, we, our or us** means, with respect to Software Products, the company which has contracted with the Customer, or otherwise: (i) Bentley Systems International Limited, if you are located outside of the geographic boundaries of the United Kingdom, the United States or Canada, (ii) Bentley Systems (UK) Limited, if you are located within the geographic boundaries of the United Kingdom, or (iii) Bentley Systems, Incorporated if you are located within the geographic boundaries of the United States or Canada;

**Software Product(s)** means the software product(s) which you have been granted access to by a Customer;

**you, your** means the person accessing and using the Software Product or the Online Services.

#### **2. Access and Use of our Software Products and Online Services**

- 2.1 You agree to access and use our Software Products and Online Services:
  - a. in good faith and with due care and skill, respecting Seequent's ownership of the Software 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 You will not, nor attempt to:
  - a. disassemble, decompile, copy, modify, reverse engineer, create derivative works from or distribute all or any portion of any Software Products or Online Services;
  - b. damage or harm our Software Products or Online Services or any underlying or connected network or system, including by introducing any virus, trojan horse or other malicious code

(Virus); or

- c. use any Virus, software programme, algorithm, methodology or other automatic device, including any spider, robot, scraper, or otherwise, to copy any Software Product or Online Service, or overwrite, monitor, collect or harvest any data, or information or content found in any Software Product or Online Service (or manually carry out the same).

2.3 When using Software Products or Online Services, you agree not to upload or post any inappropriate data, messages, text, images, files or other material or content (for example, content which is incorrect, defamatory, obscene, offensive, breaches any law or the rights of any individual, promotes our competitors' products or otherwise reflects adversely on us). 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 Software Products or Online Services or any part of them, without notice.

### **3. Intellectual property rights**

3.1 You acknowledge that the intellectual property rights in Software Products and Online Services are vested in one or more members of the Seequent group and that you will not act in any way which would prejudice these intellectual property rights.

3.2 You will promptly notify us if you become aware of any unauthorised use or other infringement of our intellectual property rights.

3.3 You will promptly provide us with written notice if you have knowledge of a claim or the likelihood of a claim by a third party that the Software Products or Online Services infringe that third party's intellectual property rights.

### **4. Limitation of Liability**

4.1 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.

4.2 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 Software Products or Online Services. In particular, 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. Sanctions and Export Controls**

5.1 Software 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 referred to as **Sanctions and Export Controls**). Regardless of any disclosure made by the Customer to Seequent of an ultimate destination of the Software Products and Online Services, you must not export, re-export or transfer, whether directly or indirectly, the Software Products or Online Services, or any portion thereof, or any system containing such Software 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 Software Products or Online Services and/or the export, re-export or transfer, direct or indirect, of the Software 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.

5.2 Seequent reserves the right to restrict the countries from users can access or use any of its Software Products or Online Services and you will comply with these restrictions on notice by Seequent. If you attempt to access or use any Software Products or Online Services from a restricted country by circumventing these restrictions, your licences will become invalid and Seequent may suspend licences at its sole discretion.

### **6. Waiver and Severability**

6.1 The failure of Seequent 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 balance of the User Terms shall not be affected.

## **7. Indemnity**

7.1 You agree to indemnify and hold harmless Seequent, 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.

## **8. Governing Law**

8.1 Except as otherwise provided in any Customer Terms, where you are located:

- a. outside the geographic boundaries of the United Kingdom, the United States or Canada, these User Terms will be governed by and construed in accordance with the substantive laws in force in Ireland, and the courts located in Ireland shall have exclusive jurisdiction over all disputes relating to these User Terms;
- b. within the geographic boundaries of the United Kingdom, these User Terms will be governed by and construed in accordance with the substantive laws of England and Wales, and the courts located in England shall have exclusive jurisdiction over all disputes relating to these User Terms; or
- c. within the geographic boundaries of the United States or Canada, these User Terms will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, and the state courts located in Chester County, Pennsylvania and the federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction over all disputes relating to these User Terms.

8.2 To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and 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.

## **SECTION B: PRODUCT USER TERMS**

### **1. What You Can and Cannot Do with Software Products**

1.1 Where a Customer has provided you access to Software Products, you may be entitled to access and use our Software 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's agreement with us.

1.2 You must use all Software Products in accordance with the Customer Terms.

1.3 To access and use our Software Products, you must have a Seequent ID or a valid dongle. By accessing or using a Software Product, you agree:

- a. that the Customer has authorised you to use a Software Product;
- b. to use a Software 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 or use a Software 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 Software Product incorporating "patches" and corrections of errors as may be provided by Seequent from time to time in accordance with the Customer Terms; and
- c. use any documents supporting the use of a Software 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. translate, adapt or modify a Software Product or, if applicable, any dongle issued to you by Seequent for licensing purposes, or do anything to circumvent the operation of a Software Product or a dongle, or combine or integrate a Software Product or a dongle with any other product;

- b. separate any component or part of a Software Product or a dongle for use on more than one computer;
- c. provide access to a Software Product to any unauthorised third party by any means, including sharing log in or identity information (including your Seequent ID) or sharing any licensing device (such as a dongle), lend, rent, lease, transfer, assign or deal in a Software Product, any documents or a dongle or your Seequent ID without the prior written consent of Seequent; or
- d. make alterations to, or modifications of, the whole or any part of a Software Product, nor permit a Software Product or any part of it to be combined with, or become incorporated in, any other programs.

1.6 You agree not to:

- a. upload any content to a Software Product that infringes these User Terms or any law; and
- b. upload any content to a Software Product that infringes the intellectual property rights or confidentiality of any third party.

## **2. Cloud Based Products**

2.1 Where you are using a cloud based hosted product licensed by Seequent (including Central) (**Cloud Based Service**), you agree that you are authorised by the Customer to access that Cloud Based Service.

2.2 Content uploaded to a Cloud Based Service is governed by both these User Terms and the Customer Terms.

2.3 From time to time, we may enable you to generate links to share access to your data hosted within Cloud Based Services (**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. Seequent has 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. Intellectual Property Rights**

3.1 You acknowledge that you have no rights in or to any Software Product other than the right to use it in accordance with the Customer Terms and specifically, that you have no right to access this Software Product in source code form. You must maintain all intellectual property notices appearing on Software Products and must not remove them.

3.2 When an Authorised User (including you) submits content, information or other data owned by our Customers to our services (**Customer Data**), you acknowledge and agree that ownership of Customer Data shall remain with the Customer.

## **4. Beta Products**

4.1 If a Software Product is a beta product, it may contain errors or inaccuracies and may not function in the same manner as commercially available products. With respect to beta products, you acknowledge and agree that the beta product is provided on an "as is" basis without any warranty of any kind. Seequent is under no obligation to provide support for the use of a beta product.

## **5. Right To Suspend Licence**

5.1 If you or the Customer breaches any material term of the Customer Terms with respect to the use of a Software Product, Seequent may block your access to this Software Product until the breach is remedied.

## **6. Limitation of Liability**

6.1 You acknowledge that the Software Products operates in a predictive manner relative to input and that Seequent has 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 Software 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 Software Products have not been developed to meet any individual requirements. It is your responsibility to ensure that the facilities and functions of our Software Products meet your requirements.

6.2 Seequent shall have no liability for any damage caused by error or omissions in any information, instructions or scripts provided to Seequent by you authorising your use in connection with a Software Product or any actions taken by Seequent at your direction.

6.3 Without limiting clause 4 of Section A, Seequent's 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 Software Product shall be as set out in the Customer Terms.

## 7. Anti-Piracy

7.1 As part of legal efforts to combat criminal software piracy, a Software Product may include a security mechanism that can detect the installation or use of illegal copies of a Software Product and collect and transmit data about those illegal copies. Data collected will not include any customer data created with a Software Product. By accessing and using a Software 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 Software Products and do not consent to the collection and transmission of such data (including to the United States), cease such illegal access and contact Seequent to obtain legal access to the relevant Software 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 Seequent including:

- a. public facing websites (including seequent.com) (**Websites**);
- b. customer or other user portals; or other online interfaces which require log in access and assist the management of user information (including MySeequent) (**Portals**); and
- c. community forums discussion groups, chat areas, bulletin boards, blogs and similar services (**Forums**).

### 2. Your personal information

2.1 When you use our Online Services, we may collect your personal information. We use this information to enable us to provide you with the Online Services and to help us improve your experience. Further details of how we use and protect your personal information are set out in our [Privacy Policy](#). By using our Online Services, you agree to our collection and use of your personal information in the manner described in our Privacy Policy.

### 3. Your use of our Online Services

3.1 **Materials:** 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, (**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.

3.2 **Forums:** Our Forums are provided as a convenience to users and Seequent is not obligated to provide any technical support for or participate in these Forums. While our Forums may include information regarding Seequent products and services (including information from Seequent employees) they are not an official customer support channel for Seequent. Opinions or information shared in Forums by Seequent personnel are those of the individual and do not necessarily represent our views.

3.3 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.

### 4. Your Shared Content

4.1 Some aspects of our Online Services (including Forums) involve the sharing of opinions, data and other information (**Content**) which may be either be yours or shared by you on behalf of another person (eg your employer).

4.2 When you upload or otherwise share any Content, you confirm that you that you have all necessary authority and permissions to do so and that such Content is not confidential and is not subject to any intellectual property rights of any other person.

4.3 By sharing Content, you agree to 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.

4.4 Seequent has 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.

## **5. Your Seequent Account (Seequent ID)**

- 5.1 Where your use of an Online Service requires you to register an account (eg Seequent ID), 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 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;
  - c. you will take all reasonable steps to prevent someone misusing or gaining unauthorised access to the Online Services via your computer systems or your Seequent account; and
  - d. you will take all reasonable steps to ensure your computer systems and data are free of any Viruses which could compromise the Online Services.

## **6. Third Party Content**

- 6.1 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 Seequent. 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.

## **7. Termination of access**

- 7.1 If you become aware of a breach of these User Terms you must notify us as soon as possible. In the event of such breach, Seequent may suspend or limit your use of the Online Services, or terminate or block access to any Online Services, at our sole discretion. We may also from time to time limit or terminate your access to Non- Cloud Based Services at our convenience. Seequent will not be liable to you or any third-party for any consequences of the exercise of our rights under this clause.

## **8. Limitation of Liability**

- 8.1 All Online Services are provided on an “as is” and “as available” basis.
- 8.2 Without limiting clause 4 of Section A, Seequent’s 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 NZD1,000.