

## **My Seequent Store Terms**

**Version 5, last updated 1 December 2021**

### **IMPORTANT. PLEASE READ**

#### **Parties:**

In these terms when we say **you** or **your** or the **Customer** we mean the entity, organisation or party that you, the **Authorised User**, are authorised to represent or otherwise contracted or employed by and will use the products on behalf of and is agreeing to these Terms.

In these terms where we say **Bentley, we** or **our** we mean the entity that is part of the Bentley Group that invoices you for your purchase and use of the products. Bentley Group means Bentley Systems, Incorporated, any parent company or companies of Bentley, any subsidiaries of Bentley and any subsidiaries of any parent company of Bentley.

#### **Customer and Authorised User Responsibilities:**

Each Authorised User must register for or already have a Seequent ID to complete the purchase of the product(s) in the purchase summary (**Product**).

The Customer must use, and must ensure that each Authorised User uses, the Product in accordance with the **Product Terms**.

#### **Licencing and Entitlements**

The Licence for a Product is valid:

- a. from the time of purchase and starts immediately after payment confirmation. The Licence will expire at the end of the period covered by the fee paid or subscription period (whichever is applicable).
- b. for a named Authorised User or Seequent ID and may not be shared amongst multiple users.

#### **Export Limitations**

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

Bentley reserves the right to restrict the countries from which customers can access or use any of its Products and Customer will comply with these restrictions on notice by Bentley. If the Customer attempts to access or use any Products from a restricted country by circumventing these restrictions, its Licences will become invalid and Bentley may exercise its rights to suspend the Licences and/or refuse to process a payment at its sole discretion.

#### **Payment Terms**

**Taxes:** You are responsible for paying all other external fees, taxes and duties associated with your use of the Products and any services wherever levied. Your responsibility includes withholding tax if it applies, and you shall pay such additional amount as will be necessary to ensure that the amount of the fees received by us equals the amount that would otherwise have been received in the absence of such deduction, withholding, tax or duty.

**Refunds:** No refund is due to you if you terminate your Licence early or we terminate your licence in accordance with these Terms or the applicable Product Terms.

**Currency:** You must pay the fee for the licence to the Products in the stated currency and using the accepted payment method available at the time of purchase. You will not be provided access to the Products until your payment has been confirmed.

**Recurring subscriptions:** Where you have purchased Products on a recurring subscription, you acknowledge and agree that Bentley will automatically charge your chosen payment method in advance at the renewal of your subscription. You will be sent an invoice for the charges applicable for the renewal. You are responsible for ensuring that your payment information is updated at the time of the renewal. Payment information may be updated in the [My Seequent Store](#).

**Updates to fees or subscription plans:** Bentley may increase prices of our Products or update our subscription periods from time to time; however, any price changes or changes to your subscription period will take effect 30 days from notification by Bentley. There are no ongoing obligations to continue purchasing a Product or subscription purchased via the My Seequent Store; the Customer is entitled to cease use at any time.

**Non-payment:** In the case of non-payment for any reason, or a breach of these Terms or the Product Terms, Bentley will be entitled, without liability, to immediately terminate or suspend your licence.

### **Consumer laws**

In some places, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable consumer guarantees**). These terms do not exclude, restrict or modify the non-excludable consumer guarantees. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant product (unless the non-excludable consumer guarantee says otherwise).