

## 2025 Going Digital Awards Participation Agreement

To be considered for a 2025 Going Digital Award, an authorized representative of your organization must accept this 2025 Going Digital Awards Participation Agreement. You can print this PDF and send the completed 2025 Going Digital Awards Participation Agreement by e-mail to [infrastructureawards@bentley.com](mailto:infrastructureawards@bentley.com), Attention: 2025 Going Digital Awards Participation Agreement.

All completed Agreements must be received by **May 19, 2025**. Please note that any modifications to the agreement are subject to review and acceptance by Bentley.

**2025 Going Digital Awards Submission Project Name:** \_\_\_\_\_

This is a letter of agreement ("Agreement") between Bentley Systems, Incorporated ("Bentley") and ("Organization Name"):

\_\_\_\_\_

1. The "Materials" covered under this Agreement shall include the Project and all project information, files, images, and any reference materials used in support of the Project; and if selected as a 2025 Going Digital Awards finalist, shall also include the Presentation and all videos, images, and any reference materials used in support of the Presentation, as well as any interviews, videos or other recordings or materials produced in connection with any of the foregoing.
2. Upon my submission of Materials, I grant Bentley and its subsidiaries and affiliates a perpetual, worldwide, nonexclusive, royalty-free right to use, reproduce, display, modify, classify, distribute, incorporate, or make derivative works based upon the Materials (or any portion of the Materials) in any works or media, for marketing (including in connection with investor presentations), pre-sales support, advertising, social media, Bentley events, Tradeshow, and training, as well as for non-commercial purposes, including, but not limited to reproduction in established industry journals, case studies, and media web sites. Any use of Materials will be credited to my organization in each case.
3. Unless contrary to applicable law, I understand that this Agreement does not prohibit me from using the Project or Presentation in the future in my own professional or personal work.
4. I understand that my submission will be accepted only if the project, user, and other features of the submission are in compliance with all applicable export regulations, sanctions, or other regulations.
5. If a finalist, I understand and agree that the Presentation may be recorded by Bentley, that the recording may include my personal likeness (i.e. photos, videos, etc.); and that Bentley will own the recording, subject to my rights in any of the Materials included in the recording. I further understand that Bentley may reproduce, display, distribute or incorporate in any way, in any medium, any portions of the recording.
6. Regarding the Project, I hereby represent and warrant that:
  - a. I am the exclusive owner of all rights in the Materials;
  - b. the Materials are not the subject of third-party liens or claims of ownership;
  - c. the Materials do not infringe any copyright, trademark, or other third-party proprietary rights and comply with all applicable laws; and
  - d. no further permissions or payments are required for use of the Materials.
7. Regarding the Presentation, I hereby represent and warrant that at the time I present the Presentation:
  - a. I will be the exclusive owner of all rights in the Materials;
  - b. the Materials will not be the subject of third-party liens or claims of ownership;
  - c. the Materials will not infringe any copyright, trademark, or other third-party proprietary rights and will comply with all applicable laws; and
  - d. no further permissions or payments will be required for use of the Materials.
8. By submitting any 3D model assets ("Submission"), whether in native file format or through iTwin access, I represent and warrant that:
  - a. I am the lawful owner of the Submission, or I have obtained all necessary rights, licenses, consents, and permissions to submit it for consideration in the Going Digital Awards.
  - b. My Submission does not infringe upon or violate the rights (including intellectual property rights) of any third party.
9. I hereby grant Bentley a non-exclusive, worldwide, royalty-free, irrevocable license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat my submission (in whole or in part) for the following purposes:
  - a. Inclusion in interactive media and applications associated with the Going Digital Awards.
  - b. Display and demonstrate during the Going Digital Awards event, including technical or artistic presentations.
  - c. Marketing and promotional activities related to the Going Digital Awards, in any media or format, whether now known or hereafter devised.
10. Bentley agrees to use reasonable efforts to identify you as the creator of the Submission in any public display, publication, or distribution where practical, unless you specifically request anonymity in writing.
11. I warrant that I am authorized by my organization to approve and execute this Agreement and waive any and all claims against Bentley related to Bentley's use of the Materials; provided that such use remains within the rights granted and permitted uses as described within this Agreement.
12. I agree that in the event the Project is not submitted under a suitable and compatible awards category, Bentley may place the Project in an awards class and/or category that best fits the Project's goals and/or achievements.
13. I agree that Bentley may provide the Materials to third parties (jurists) for review in conjunction with the 2025 Going Digital Awards competition. Jurors will treat the Materials as the proprietary intellectual property of the nominee.

☐ I accept the 2025 Going Digital Awards Participation Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative (Name and Signature)

\_\_\_\_\_  
Organization Name (please print)

\_\_\_\_\_  
Representative's Title (please print)

