



ENTERPRISE 365 – PUBLIC SECTOR PROGRAM AGREEMENT

Subscriber's Enterprise 365 – Public Sector Program ("EPS-365 Program") subscription is governed by the following terms and conditions that, together with any applicable Offering Document, comprise the **EPS-365 Program Agreement** (the "**Agreement**") between Subscriber and the Bentley Contract Entity:

The EPS-365 Program Terms;
Bentley's General Terms and Conditions;
Support and Maintenance Terms;
Services Terms;
Cloud Offering Terms; and
Country-Specific Terms.

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EPS-365 Program Terms

1. Definitions.

The capitalized words, terms and phrases in these EPS-365 Program Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. Applicability.

At Subscriber's request and upon Bentley's approval, Subscriber may participate in the EPS-365 Program, subject to the terms and conditions of the Agreement. To be eligible to participate, Subscriber must (i) be current on all outstanding invoices for amounts owed to Bentley; and (ii) utilize SES for license administration.

3. Overview.

Upon Bentley's acceptance of Subscriber into the EPS-365 Program, Subscriber shall be granted rights to Use certain EPS-365 Products (as defined below) without limitation as to the number of Users. Subscriber shall execute an "EPS-365 Order Form" (which for the purposes of these EPS-365 Program Terms is an Offering Document), which shall designate the "Annual EPS-365 Fees", the subscription start date ("Start Date"), and the length of the subscription ("Subscription Term"). If Subscriber executes multiple EPS-365 Order Forms over time, the EPS-365 Order Form with the most recent execution date shall supersede all previous EPS-365 Order Forms.

4. EPS-365 Products.

Bentley Products eligible under the EPS-365 Program ("EPS-365 Products") are licensed on the following bases: i) named user or unique machine per day ("Category A Products"); ii) named user or unique machine per quarter ("Category B Products"); iii) fixed fee ("Category C Products"); iv) data processing units ("Category D Products"); or v) peak data storage ("Category E Products"). License model and pricing information for EPS-365 Category A and B Products are included in the *Enterprise 365 Price List*; such prices shall be fixed for the Subscription Term. Category C Products will be quoted separately, and the list price in effect when Subscriber begins using the Category C Product shall be fixed for the remainder of the Subscription Term. Bentley may amend the list of EPS-365 Products from time to time in Bentley's sole discretion.

5. EPS-365 Product License Grant.

5.1. Production Use. In consideration for full payment of the Annual EPS-365 Fees and, provided that Subscriber is not otherwise in breach of the Agreement, Bentley hereby grants to Subscriber a non-exclusive, limited, revocable, non-transferable, non-assignable license to Use the EPS-365 Products in Production Use during the EPS-365 Program Subscription Term, without limitation as to the number of Users who may Use the EPS-365 Products.

5.2. Evaluation Use. Subscriber may request, and Bentley may at its sole discretion grant to Subscriber a limited, non-transferable, revocable, non-exclusive right to use Eligible Products for internal evaluation or testing use only (an "Evaluation License"), provided that such Evaluation Licenses are not used for Production Use. To the extent that an Evaluation License is used in breach of the restrictions set forth herein (an "Unauthorized Use"), then each such instance of Unauthorized Use shall count as an instance of Use of EPS-365 Products.

6. Annual EPS-365 Fees.

The EPS-365 Order Form will designate one or more Annual EPS-365 Fees, depending on the length of the subscription (i.e., the number of years, each defined as a "Contract Year"). Each Contract Year shall be a twelve-month period, with the first period ("Year One") covering the first twelve months from the Start Date, and subsequent periods covering twelve-month (12) terms from the anniversary of the Start Date. Annual EPS-365 Fees after Year One will incorporate a fee increase as stated on the EPS-365 Order Form to accommodate for anticipated increase in usage of EPS-365 Products. Each EPS-365 Annual Fee is based on the preceding twelve months' usage of Bentley Products, specifically Category A, B, D, and E Products, plus any subscribed Category C Products, applicable to Subscriber's Ecosystem (as defined below). Subscriber shall pay in advance the total of the Annual EPS-365 Fees for each Contract Year, from which Bentley, on a quarterly basis, shall draw down one quarter (¼) the value of that Contract Year's Annual EPS-365 Fees. In the event of early termination pursuant to clauses 6, 7 or 10 herein, any remaining portion of the Annual EPS-365 Fees shall be returned to Subscriber.

7. Fee Adjustments.

7.1. Fee Adjustment Process. The parties acknowledge that the Annual EPS-365 Fees are based on actual or projected usage of certain Bentley Products by Subscriber, including any third-party organizations accepted and authorized by Bentley (as of the Start Date as indicated on the EPS-365 Order Form) to use Bentley Products under Subscriber's EPS-365 Program subscription (collectively, "Subscriber Ecosystem"). The parties further acknowledge that significant, unanticipated changes to Usage or to Subscriber Ecosystem (as detailed in this section 7 below) may require an increase or decrease to the Annual EPS-365 Fees ("Fee Adjustment"). For the sake of clarity, the Fee Adjustment process detailed in this clause 7.1 shall govern Fee Adjustments made pursuant to clauses 7.4, 7.5 and 7.6 and shall not be applicable to Fee Adjustments made pursuant to clause 7.3. For Fee Adjustments made pursuant to clause 7.2, and with respect to applicable invoicing, clause 7.1.1 below shall apply and not that of clause 7.1.2.

Subject to the threshold limits for any such increase or decrease in Usage of Category A, B, D, and E Products as described in Section 7.2 herein, Fee Adjustments may be proposed in writing by either party at any time during a then current Contract Year ("Fee Adjustment Notice"). Within ninety (90) days after a receiving party's receipt of a Fee Adjustment Notice, and upon concurrence of the parties, a Fee Adjustment shall be made part of the Agreement in the manner set forth below for any such increase or decrease, respectively, as follows:

7.1.1. For a Fee Adjustment for an agreed upon increase, Subscriber shall pay the annualized pro-rata amount of such increase: (1) in the then current Contract Year for which such increase first applies and within ninety (90) days of Subscriber's receipt of an applicable invoice; or (2) at the time when payment is due for the immediately following Contract Year's Annual EPS-365 Fees, with such annualized pro-rata amount of such increase to be paid in addition to said following Contract Year's Annual EPS-365 Fees, which shall have been revised to include the agreed upon Fee Adjustment.

7.1.2. A Fee Adjustment for an agreed upon decrease shall be made part of the Agreement with the annualized pro-rata amount of such decrease for the then current Contract Year deducted from the immediately following Contract Year's Annual EPS-365 Fees, which shall have been revised to reflect the agreed upon Fee Adjustment. If the parties are unable to agree to a Fee Adjustment within ninety (90) days after a receiving party's receipt of a Fee Adjustment Notice, the EPS-365 Program subscription may be terminated by either party, to be effective at the end of the then current Contract Year, with not less than thirty (30) days written notice (notwithstanding the termination notice provisions below) to the other party.

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- 7.2. Category A, B, D, and E Products.** Bentley will review EPS-365 Usage during each Contract Year. Should the usage value of Category A, B, D, and E Products, based on the *EPS-365 Price List*, exceed or drop below 10% of the then current Contract Year's Annual EPS-365 Fees (as revised by any Fee Adjustment made during that Contract Year), the Annual EPS-365 Fees may be adjusted, subject to the process set forth in clause 7.1 herein. Fee Adjustments, positive or negative, shall be limited to 20% of the then current Contract Year's Annual EPS-365 Fees (as revised by any Fee Adjustment made during that Contract Year), subject to any Cloud Offering minimum fee requirements.
- 7.3. Category C Products.** Annual EPS-365 Fees assume usage of only Category A, B, D, and E Products listed in the *EPS-365 Price List* plus any Category C Products subscribed to as of the Start Date. Should Subscriber add or modify a Category C Product subscription during a given Contract Year, the value of the added subscription will be prorated to the end of the Contract Year and billed based on then-current pricing. Annual EPS-365 Fees for subsequent Contract Years will be adjusted to include the added subscription. Category C Product additions and fee adjustments will not be subject to the process set out in clause 7.1 above.
- 7.4. Bentley Acquisitions.** Should Bentley make available to Subscriber new software via acquisition, the Fee Adjustment Process described in clause 7.1 herein shall apply. This potentially includes technology currently in use by Subscriber that Bentley acquires.
- 7.5. Subscriber Reorganization, M&A and Divestiture.** If Subscriber is part of a reorganization, merger or acquisition, or divestiture that involves Bentley software (including but not limited to perpetual licenses or subscription rights to Bentley Products), Subscriber shall notify Bentley within 30 days following the event or transaction. Related Fee Adjustments, if any, shall be subject to the Fee Adjustment Process set out in clause 7.1 herein.
- 7.6. Third-Party Access.** Subscriber, at any time during a Contract Year, may request to include an additional third party organization (including, but not limited to an affiliate, consultant, contractor or other organization outside of Subscriber Ecosystem) under its EPS-365 entitlement, subject to Bentley's consent, which shall not be unreasonably withheld. Related Fee Adjustments, if any, shall be subject to the Fee Adjustment Process set out in clause 7.1 herein. Subscriber shall be responsible for all Users, including those of third-party organizations, within Subscriber Ecosystem, including compliance with the terms and conditions of the Agreement.
- 8. Versions of EPS-365 Products.**
Subscriber's participation in the EPS-365 Program is conditioned on Subscriber's use of the latest versions of the EPS-365 Products. If Subscriber has not fully adopted the latest versions by the Start Date, Subscriber agrees to do so within eighteen months from the Start Date. Bentley will monitor version usage and may elect to terminate Subscriber's EPS-365 Program subscription pursuant to clause 11.1 below.
- 9. EPS-365 Success Services.**
- 9.1. Subscriber Access.** Participation in the EPS-365 Program affords Subscriber access to 'EPS-365 Success Services', including discrete services projects (each an "Enterprise Blueprint"), success advisors, industry evangelists, support account manager, learning paths, user insights and industry newsletters.
- 9.2. Credits.** Each Enterprise Blueprint will have a fixed cost expressed as a given number of Credits. Each Credit is valid for twelve months from either the Subscription Start Date, as set forth on the EPS-365 Order Form, or a given anniversary of the Subscription Start Date (each an "Anniversary Date"), as applicable. For the sake of clarity, if one or more relevant Credits expire after delivery of an Enterprise Blueprint has commenced but before it is completed, delivery shall continue to completion on the basis of the expired Credits, and Subscriber will not be asked to expend any additional Credits for that Enterprise Blueprint.
- 9.2.1. Subscriber will be allocated a number of Credits, based on Subscriber's Annual EPS-365 Fees as set forth on the EPS-365 Order Form ("Allocated Credits"). For the sake of clarity, the number of Allocated Credits may be zero.
- 9.2.2. Additional Credits may be purchased by Subscriber and will expire on the next Anniversary Date in time regardless of the date of purchase ("Purchased Credits").
- 9.3. Delivery Timelines.** Enterprise Blueprint delivery timelines are estimates only and should not be construed as deadlines. Actual delivery schedules for given Enterprise Blueprints may vary according to various dependencies, including timeliness of needed cooperation from Subscriber.
- 9.4. Territory.** Enterprise Blueprints are subject to geographic availability, and Bentley reserves the right to modify the list of Enterprise Blueprints from time to time in its sole discretion. For the sake of clarity, such modification shall not apply to any Enterprise Blueprint ongoing at the time of the modification.
- 9.5. Scope.** Services not covered by EPS-365:
- Assistance with non-Bentley products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
 - Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers; and
 - Creation of custom code development, data manipulation (de-duping, merging, cleansing) or creating deliverables using Bentley software, except when a specific Enterprise Blueprint includes such activities.
- 9.6. Travel.** Bentley will separately invoice for travel and accommodation expenses incurred in the performance of Enterprise Blueprints based on actual expenses incurred. The following travel costs will not be charged:
- Travel costs directly related to quarterly alignment meetings;
 - Travel costs for the Success Manager, dependent on location, for up to one (1) time per month;
 - Travel costs directly related to development of the Digital Advancement Plan; and
 - Local (within city) travel.
- 10. Governance.**

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10.1. Quarterly Business Review Meetings. Notwithstanding and in addition to the Success Services governance processes, Bentley and Subscriber shall make best efforts to meet at least once every 90 days during the term of the EPS-365 Program subscription to review program success and areas for improvement. Meeting topics include but are not limited to: a) ongoing success stream work and new areas for engagement per Subscriber's and Bentley's mutual goals; b) application version use, and pricing transparency and foreseeability; c) potential efficiency and cost saving improvements through use of Bentley Products; and d) organizational engagement plan.

10.2. Escalation. Either party may, by written notice to the other party, request the escalation of any issue arising: a) at a Success Manager progress meeting; b) at any Quarterly Business Review or other meeting described in clause 10.1 above; or c) according to the Fee Adjustment Process set forth in clause 7.1 above. Any such escalation shall be conducted in the following manner. Subscriber's EPS-365 Order Form shall list, in ascending order of seniority level (each an "Escalation Level"), the names and titles of authorized individuals from each party. Both parties acknowledge that substitutions of specific individuals may occur as required; provided that such substitutions are of the same level of seniority. Each party agrees to use best efforts to resolve such escalated issues at the lowest applicable Escalation Level and shall only call for further escalation: 1) upon making a determination that resolution of the issue requires the next higher Escalation Level, and 2) by written notice to the other party. For clarity, the parties agree that, notwithstanding the escalation process as described herein, the time frames as required by Section 7.1 Fee Adjustment Process shall remain in effect at all times.

11. Term and Termination.

11.1. Term. Subscriber's EPS-365 Program subscription shall begin on the Start Date and shall continue until the end of the Term, unless either Bentley or Subscriber terminates the EPS-365 Program subscription for convenience at any time with ninety (90) days prior written notice (the "Termination Notice") to the other party. Prior to the start of the EPS-365 Program subscription, Bentley may extend Subscriber's then-current Bentley subscriptions on a pro-rated basis to the end of the then-current calendar quarter.

11.2. Termination for Material Breach. Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate Subscriber's participation in the EPS-365 Program upon thirty (30) days' prior written notice in the event Subscriber is in material breach of the terms and conditions of the Agreement unless Subscriber cures such breach within such thirty (30) day period. Subscriber hereby acknowledges that this right to cure shall not be offered to any breach by Subscriber which by its nature cannot be cured within the thirty (30) day cure period. An incurable breach shall result in immediate termination, which will be set out in the notice.

11.3. Insolvency. If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration, examinership or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.

11.4. Event of Termination. In the event of any termination of Subscriber's EPS-365 Program subscription according to this Section 11, Subscriber's continued access to and use of Bentley Products shall be governed by the terms and conditions of the Agreement or other relevant Bentley subscription program agreement entered into by Subscriber. In the event of a termination for convenience of Subscriber's EPS-365 Program subscription according to Section 11.1 herein, all delivery of services towards any Enterprise Blueprint shall cease immediately following the receipt by Bentley or Subscriber of a Termination Notice, and the amount paid for all Purchased Credits that remain unused shall be refunded to Subscriber.

12. Miscellaneous.

12.1. Terms are Confidential.

12.1.1. Subject to 12.1.2, Subscriber hereby acknowledges that the terms and conditions of the EPS-365 Order Form and any EPS-365 Success Services materials are confidential in nature, and Subscriber hereby agrees that neither it nor any third-party organization using EPS-365 Products in Subscriber Ecosystem shall disclose the contents of the EPS-365 Order Form or any EPS-365 Success Services materials to any other third party.

12.1.2. Bentley hereby acknowledges that disclosure by Subscriber of this Exhibit and the Agreement, or portions thereof, may be subject to Subscriber's state statutes, such as open public records or freedom of information acts. The nondisclosure of this Exhibit and the Agreement, or portions thereof, may depend upon official or judicial determinations made pursuant to such statutes when Subscriber receives a request from a third party for the disclosure of information designated by Bentley as "confidential information." In such cases, Subscriber shall notify Bentley within a reasonable period of the request, and Bentley shall be exclusively responsible for defending Bentley's position concerning the confidentiality of the requested information. Neither the Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any disclosure is subsequently made of such information by Subscriber, disclosure shall be made consistent with such official or judicial final determination and only to the extent required under applicable law.

General Terms & Conditions

1. Definitions.

The capitalized words, terms and phrases in these Terms shall have the meanings set forth below:

1.1. "Agreement" shall be defined as set forth in the applicable Program Terms.

1.2. "Bentley" means 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.

1.3. "Bentley Contract Entity" means the applicable Bentley entity set out in Article 7 of these Terms for the license of Bentley Products and services.

1.4. "Bentley Products" or "Products" means the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Bentley during the term of an Agreement) Distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion that

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Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Updates and Upgrades (as defined in the Support and Maintenance Terms).

- 1.5. **“Channel Partner”** or **“Bentley Channel Partner”** means individuals and companies who are authorized by Bentley to provide support services under the Support and Maintenance Terms.
- 1.6. **“Country”** means the country: (i) where the Product is first obtained from Bentley or a Channel Partner; or (ii) specified in the purchase order for which a Production Use copy of the Product may be made, or the Product is authorized to be used.
- 1.7. **“Device”** means a single personal computer, workstation, terminal, laptop, mobile device, server, or other electronic device.
- 1.8. **“Distribute”** means distribution by Bentley through all means now known or hereinafter developed.
- 1.9. **“Documentation”** means descriptive, interactive, or technical information resources pertaining to Products, or Cloud Offerings.
- 1.10. **“Effective Date”** means the date Subscriber executes an Offering Document that references the applicable Program Terms, or otherwise accepts the Offering Document in writing.
- 1.11. **“Eligible Product”** means a Bentley Product as designated on the Bentley SELECT Licensing Program Eligibility List, which can be accessed at www.bentley.com/wp-content/uploads/SELECT-Licensing-Program-Eligibility-List.pdf, absent of which a Product is ineligible for any such program or Subscription.
- 1.12. **“External User”** means any User (not an organization) who is not:
 - 1.12.1. one of Subscriber’s full-time, part-time, or temporary employees; or
 - 1.12.2. agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber’s supervision and control.
- 1.13. **“Major Update”** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.14. **“Minor Update”** means a maintenance release of a Product.
- 1.15. **“Object Code”** means the Products in a machine-readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes source code.
- 1.16. **“Offering Document”** means a written commercial offer from Bentley that may be variously referred to as a proposal, work order, statement of work, quotation or order form.
- 1.17. **“Production Use”** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber’s internal production purposes, and excludes External Users (except with respect to access to Server Products).
- 1.18. **“Program Terms”** means the relevant terms and conditions governing a Bentley subscription program.
- 1.19. **“Proprietary Information”** shall be defined as confidential, proprietary and technical information pertaining to Bentley Products and to Bentley’s technology and business practices.
- 1.20. **“Serial Number”** means a unique number issued by Bentley for identification of a particular copy of a Product, which number shall be registered to Subscriber and assigned by Subscriber to a particular copy of such Product.
- 1.21. **“Server Product”** means a Product that resides on a server and provides functionality that Users access by connecting to the server using client applications or mobile applications. Such server may reside: i) on a Server Product deployed behind Subscriber’s firewall and/or within Subscriber’s network, ii) on a Server Product licensed by an external organization, or iii) by Bentley as a cloud-based service.
- 1.22. **“Site”** means one or more discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.
- 1.23. **“Subscriber”** shall be defined as set forth on the relevant Offering Document, and with respect to the Use of Products the term “Subscriber” shall refer to: (i) one of Subscriber’s full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber’s direct supervision and control.
- 1.24. **“Subscription Entitlement Service”** or **“SES”** means Bentley’s cloud-based license management service or any successor Bentley tool for license administration.
- 1.25. **“Subscription Fee”** means the fee for a subscription as published from time to time in Bentley’s sole discretion.
- 1.26. **“Subscription Term”** shall be defined as set forth in the relevant Offering Document or Program Terms.
- 1.27. **“Technical Support”** means Internet and electronic mail-based support to assist a Subscriber as described in the relevant Program Terms and Support and Maintenance Terms.
- 1.28. **“Time Clocks”** means copy-protection mechanisms, or other security devices which may deactivate Products after termination or expiration of the Agreement, any applicable Subscription Term or any applicable renewal term.

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1.29. **“Usage Data”** means such data or information as Bentley may collect relating to Subscriber’s installation, access or use of Products, Product features and functionality, Cloud Offerings (as defined in the Cloud Offering Terms, and other Bentley services, including but not limited to usage statistics that do not consist of any personally identifiable information, such as volume of use, duration of use, time of use, number of users, features used, and location of users.

1.30. **“Use”** (whether or not capitalized) means utilization of the Product by an individual.

1.31. **“User”** means an individual person.

1.32. **“Virtualized Environment”** means a system that provides remote access to software applications for one or more users.

2. Payment of Bentley Invoices.

2.1. **Payment Terms.** Unless otherwise specified in an Offering Document, Subscriber shall pay each Bentley invoice or CSS Payment Request for all Product licenses (including Product Subscription Licenses and Term Licenses) and services provided by Bentley within thirty (30) days from the date of such invoice. Interest shall accrue on past due payments of such invoices at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. In the event any payment owed to Bentley is past due, Bentley, at its discretion, may suspend or, after notice of such overdue payment and a thirty (30) day period to cure, terminate Subscriber’s access and use of Products and associated services, rights, and licenses provided by Bentley.

2.2. **Taxes.** Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber, including, but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley’s net income). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber’s payment of such taxes.

2.3. **Records; Audit.** Subscriber shall maintain complete and accurate records of Product licenses acquired and its creation and use of Products to permit Bentley to determine whether Subscriber has complied with its licensing obligations. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the Products and identify the Users to whom Subscriber has assigned licenses. If Bentley suspects Usage Data is incomplete, inaccurate, or indicative of non-compliance with Subscriber’s granted rights, Bentley may request, and Subscriber shall, within a reasonable period of receiving Bentley’s notice, provide a written report with supporting records to meet the record keeping requirements of this Section 2.3. If the written report is not sufficient for Bentley’s requirements, Bentley may request, and Subscriber shall, upon seven (7) days advance written notice by Bentley, permit, reasonable inspection and copying of such records by Bentley or a third-party auditor retained by Bentley.

3. Intellectual Property Rights.

3.1. **Title; Reservation of Rights.** Subscriber acknowledges and agrees that:

3.1.1. The Products, including the Documentation for each Product, and any information about the Products which Subscriber obtains through any means of electronic transmission, contain proprietary information of Bentley, its licensors or other suppliers, and are protected under United States copyright laws, other applicable copyright laws, other laws relating to the protection of intellectual property, and international treaty provisions;

3.1.2. The entire right, title, and interest in and to the Products, the Documentation, any information Subscriber obtains through any means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;

3.1.3. The Products are licensed, not sold, and title to each copy of the Products shall remain with Bentley or its licensors, and shall not pass to Subscriber; and

3.1.4. Bentley retains all rights not expressly granted.

3.2. **Source Code.** Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.

3.3. **Copyright Notices.** Subscriber shall reproduce and include on all copies of the Products created by Subscriber all copyright notices and proprietary legends of Bentley or its licensors as they appear in or on the original media containing the Products supplied by Bentley.

3.4. **Usage Data.** Subscriber agrees and acknowledges that Bentley will from time-to-time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.

3.5. **Documentation.** Bentley may, in association with Products or Cloud Offerings, make certain Documentation available to Subscriber. Documentation is Bentley Proprietary Information. Bentley hereby grants to Subscriber a limited non-transferable non-exclusive license to use such Documentation in support of Production Use.

3.6. **Reverse Engineering.** Subscriber may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Documentation except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.

3.7. **Proprietary Information.**

3.7.1. Subscriber understands and agrees that Bentley may, in connection with the provision of Products and services, disclose to Subscriber Proprietary Information. Subscriber agrees to treat all Proprietary Information in accordance with this Section 3.7.

3.7.2. Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in the Agreement or as may be expressly authorized in writing in advance by Bentley. All such copies shall be marked by Subscriber as proprietary and confidential information.

3.7.3. Subscriber shall only use Proprietary Information in furtherance of the Agreement and may disclose Proprietary Information only to those employees required

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to have knowledge of same to perform their duties pursuant to the Agreement. Subscriber shall not disclose or make Proprietary Information available to any third party at any time.

- 3.7.4. Subscriber shall treat Proprietary Information with the same degree of care as it uses to protect its own confidential information, and in no case less than a reasonable degree of care.
- 3.7.5. Upon the termination or non-renewal of the Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.
- 3.7.6. Subscriber shall have no obligation of confidentiality with respect to any Proprietary Information that (i) has entered the public domain other than through a breach of the Agreement, (ii) has been rightfully obtained by Subscriber from a third party with no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.
- 3.7.7. Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.
- 3.7.8. Bentley hereby acknowledges that disclosure by Subscriber of the Agreement, or portions thereof, may be subject to Subscriber's state statutes, such as open public records or freedom of information acts. The nondisclosure of the Agreement, or portions thereof, may depend upon official or judicial determinations made pursuant to such statutes when Subscriber receives a request from a third party for the disclosure of information designated by Bentley as "confidential information."
- 3.7.9. In such cases, Subscriber shall notify Bentley within a reasonable period of the request, and Bentley shall be exclusively responsible for defending Bentley's position concerning the confidentiality of the requested information. Neither the Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any disclosure is subsequently made of such information by Subscriber, disclosure shall be made consistent with such official or judicial final determination and only to the extent required under applicable law.

3.8. No Benchmarks. Subscriber may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party without first obtaining Bentley's written consent to do so.

4. Use of Bentley Products in a Virtualized Environment.

- 4.1. Subscriber may use Bentley Products for Production Use only on a multi-user computer network in a Virtualized Environment subject to the conditions set forth below in this Section 4.
- 4.2. Subscriber acknowledges that Bentley Products are presently not certified for use in all Virtualized Environments and that Subscriber is solely responsible for testing and supporting Bentley Products for operation in a non-certified Virtualized Environment.
- 4.3. Subscriber hereby agrees to utilize SES to allow for accurate monitoring of Use of Bentley Products within the Virtualized Environment such that each session started within the Virtualized Environment requires its own unique license.
- 4.4. Certified Virtualized Environments.
 - 4.4.1. Further information, including a list of Bentley certified Virtualized Environments, and updates to Bentley's policy may be found at <https://aka.bentley.com/VirtualizedEnvironments> ("VE Wiki").
 - 4.4.2. Bentley Products used in a Virtualized Environment that have not been certified by Bentley and listed on the VE Wiki shall be excluded from the warranties set forth herein.
 - 4.4.3. Bentley will not provide Subscriber with technical support services for problems, errors or other operating difficulties caused by or related to Subscriber's use of Bentley Products in a Virtualized Environment that has not been certified by Bentley and listed on the VE Wiki.
- 4.5. For the sake of clarity, Subscriber's right to use Bentley Products in a Virtualized Environment shall terminate in the event of any termination or non-renewal of the Agreement, notwithstanding that such products are licensed on a perpetual basis.

5. Limited Warranty; Limitation of Remedies and Liability.

- 5.1. **Limited Warranty to Subscriber.** Except for Products licensed on a no fee basis, which are provided to Subscriber "AS-IS" and without warranty of any kind, Bentley hereby warrants for the benefit only of Subscriber that (a) for a period of ninety (90) days ("**Warranty Period**") from the date of delivery to Subscriber of a Serial Number or Product, as the case may be, the Product shall, under normal use, operate in substantial conformance with the functional specifications set forth in the Documentation applicable to such Product, and (b) for a period of ninety (90) days from the date of delivery, other products and materials furnished by Bentley to Subscriber shall, under normal use, operate in substantial conformance with the Bentley documentation applicable to such products and materials. If any modifications, enhancements, or changes are made by Subscriber or at Subscriber's direction to the Products; if the Products are reverse-engineered, decompiled or disassembled; or if Subscriber breaches the terms of the Agreement, then the warranties in this section shall be immediately terminated. This limited warranty gives Subscriber specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.
- 5.2. **Exclusion of Warranties.** THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, TECHNICAL SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, TECHNICAL SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR FREE. BENTLEY HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME

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STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

- 5.3. Exclusive Remedy.** The entire liability of Bentley and the sole and exclusive remedy of Subscriber for Product claims under Section 5.1 above shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Documentation through a procedure different from that set forth in the Documentation, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Documentation shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Documentation, or (b) Bentley advised Subscriber how to operate the Products to achieve the functionality described in the Documentation.
- 5.4. Exclusion of Damages.** IN NO EVENT SHALL BENTLEY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, DAMAGE TO REPUTATION, INTERRUPTION OF BUSINESS, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, COSTS OF DELAY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES OR ANY FAILURE OR DELIVERY OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.
- 5.5. Disclaimer.** Subscriber acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.
- 5.6. Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 5.1, 5.2, 5.3, 5.4 AND 5.5 HEREIN, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) PRODUCT SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO A PRODUCT SUBSCRIPTION LICENSE, (iii) PROGRAM SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO THE RELEVANT BENTLEY COMMERCIAL SUBSCRIPTION PROGRAM, OR (iv) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THE AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 5.7. Indemnification by Bentley.**
- 5.7.1. Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim.
- 5.7.2. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. In no event shall Bentley's liability under this sub-section (5.7.2) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.
- 5.7.3. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of the Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided using a current, unaltered release of the Product.

This Section 5.7 sets forth Subscriber's sole remedy for intellectual property infringement.

- 5.8. Anti-Virus Software.** Bentley shall use commercially available, up-to-date virus checking software and procedures on all Products before they are made available to Subscriber.

6. Sanctions and Export Controls.

The software is 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 Subscriber to Bentley of an ultimate destination of the software, Subscriber must not export, re-export or transfer, whether directly or indirectly, the software, or any portion thereof, or any system containing such software or portion thereof to anyone, without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the software and/or the export, re-export or transfer, direct or indirect, of the software and transactions related thereto. The entities, end users and countries subject to restriction by action of the United States Government or any other governmental agency or authority outside of the United

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States, are subject to change, and it is Subscriber’s responsibility to comply with the applicable Sanctions and Export Controls, as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section 6.

7. Bentley Entity, Governing Law, Dispute Resolution and Notices.

Depending on where Subscriber’s principal place of business is (or if Subscriber is an individual, where the Subscriber is resident), the Agreement is between Subscriber and the Bentley entity set out below. The Agreement will be governed by and construed in accordance with the substantive laws in force in the respective country specified in the below table. 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 Agreement. Any dispute, controversy or claim between the parties arising under the Agreement shall be resolved pursuant to the applicable dispute resolution provision set out below. All notices sent under the Agreement must be to the attention of the Bentley Legal Department and addressed to the applicable Bentley entity according to the below table or via email to Contracts@Bentley.com.

Subscriber’s principal place of business (or, if the Subscriber is an individual, where the Subscriber is resident)	References to “Bentley” mean the following Bentley entity:	Governing law is:	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 this Agreement, 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 right to commence proceedings against Subscriber in any court in respect of a failure by Subscriber to comply with its payment obligations under the Agreement without first submitting to binding arbitration.
United Kingdom	Bentley Systems (UK) Limited, having its registered office at Ninth Floor, No. 20 Gracechurch Street, London, EC3V 0BG	England and Wales	In the event of any dispute, controversy or claim between the parties arising under this Agreement, 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. Notwithstanding the foregoing, Bentley has the right to commence proceedings against Subscriber in any court in respect of a failure by Subscriber to comply with its payment obligations under the Agreement without first submitting to binding arbitration.
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	In the event of disputes, controversies, questions, doubts or claims (“Dispute”) between the parties resulting from this Agreement, 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”). Except as otherwise provided in this Agreement, 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. The arbitration shall be conducted in Portuguese by three arbitrators. The complainant must appoint an arbitrator in the “Request for Arbitration”, and the respondent must appoint an arbitrator at its first

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			<p>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 this Agreement does not prevent any of the parties from judicially executing the arbitral award or the certain and enforceable obligations under this Agreement.</p>
Mexico	BENTLEY SYSTEMS DE MEXICO S.A., having its registered office at de C.V, Av. Insurgentes Sur #1106 piso 7, Col. Noche Buena, CDMX, México, C.P. 03720	Mexico	<p>In the event of any dispute, controversy or claim between the parties arising under this Agreement, 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. Notwithstanding the foregoing, Bentley has the right to commence proceedings against Subscriber in any court in respect of a failure by Subscriber to comply with its payment obligations under the Agreement without first submitting to binding arbitration.</p>
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	<p>The parties agree to resolve amicably any dispute or difference arising from or in connection with the Agreement. In the event the parties are unable to settle the dispute or difference within 30 days from the de-livery 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.</p>
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	People's Republic of China	<p>Any dispute, controversy, difference or claim arising out of, relating to or in connection with the Agreement, 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.</p>
India	Bentley Systems India Private Limited, having its registered office at Suite No. 1001 & 1002, WorkWell Suites, 10th Floor, Max House,	India	<p>In the event of any dispute, controversy or claim between the parties arising under this Agreement, 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</p>

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	1516/338, 339, 340, Village Bahapur, New Delhi 110020 ,India		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. 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 Subscriber in any court in respect of a failure by Subscriber to comply with its payment obligations under the Agreement without first submitting to binding arbitration.
Worldwide unless in a country or region described above	Bentley Systems International Limited, having its registered office at Charlemont Exchange, 5th Floor, Charlemont Street, Dublin 2, D02VN88, Ireland	Ireland	In the event of any dispute, controversy or claim between the parties arising under this Agreement, 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 Subscriber in any court in respect of a failure by Subscriber to comply with its payment obligations under the Agreement without first submitting to binding arbitration.

8. Miscellaneous.

- 8.1. Assignment.** Subscriber shall not assign, transfer, charge, sub- contract, delegate or deal in any other manner with all or any of its rights or obligations under the Agreement without prior written consent by Bentley. For purposes of the Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley’s prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a subscription program agreement with Bentley. Bentley may also at any time assign, transfer, charge, sub-contract, delegate or otherwise deal in any manner with all or any of its rights or obligations under the Agreement to any successor in interest to Bentley’s business or to any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity. Any purported assignment in violation of this provision shall be void and without effect.
- 8.2. Entire Agreement.** The Agreement, together with the Offering Document and any amendments signed in accordance with Section 8.3 of these Terms, if any, incorporates the entire agreement of the parties and supersedes and merges all prior oral and written agreements, past practices, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of the Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties expressly agree in a separate writing as provided under these Terms.
- 8.3. Amendments.** The Agreement may only be amended or modified in writing and duly executed by authorized representatives of the parties, provided, however, that any additional or different terms or conditions appearing on a purchase order, even if required to be acknowledged by Bentley, shall not be binding on the parties.
- 8.4. Force Majeure.** Bentley shall not be liable for failure to fulfill the terms of the Agreement due to fire, strike, war, pandemic, acts or restraints of governments or public authorities, acts of God, labor disturbances, terrorist acts, riots or civil commotion, or other causes which are unavoidable and beyond its reasonable control.
- 8.5. Waiver.** The failure of either party to insist upon any of its rights under the Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 8.6. Survival.** The covenants contained in the Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of the Agreement (including, but not limited to, Sections 2, 3, 5, 6, 7 and 8) shall be enforceable notwithstanding said expiration or termination.
- 8.7. Severability.** In case one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such holding shall not affect any other provisions of the Agreement, but the Agreement shall be construed by limiting such provision to such extent as would nearly as possible reflect the intent, purpose and economic effect of such provision, or, if such is not possible, by deleting such provision from the Agreement, provided that such shall not affect the validity of the remaining provisions as contained herein which shall remain in full force and effect in accordance with their terms. The Parties agree to negotiate in good faith in order to replace such invalid provision by such provision which come closest to the content and purpose of the Agreement.
- 8.8. Independent Contractor.** Bentley’s relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.
- 8.9. Change of Ownership.** Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location. If advance notice cannot be given regarding change in ownership due to confidentiality restrictions, Subscriber shall provide such notice as soon as is reasonably possible following the change in ownership.

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- 8.10. Headings.** The headings in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the Agreement.
- 8.11. Dual Language.** Copies of the Agreement or parts of it may be provided in languages other than English. To the extent of any inconsistency between the terms of the Agreement in English and any translation, the English version shall prevail and be binding upon the Parties. In the event a state/jurisdiction requires local language to prevail, this Section 8.11 will not apply to the extent required to comply with applicable laws.

Support and Maintenance Terms

1. Definitions.

The capitalized words, terms and phrases in these Support and Maintenance Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

2. Support Services.

- 2.1.** Bentley may provide support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.
- 2.2.** Bentley shall provide Technical Support services to Subscriber, which includes electronic mail, and Internet based support to assist Subscribers regarding the use of Bentley Products, and services (however, not to include professional services, managed services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. Technical Support services will be available seven days a week, 24 hours per day, provided that after normal business hours at a Subscriber's regional support location, Subscriber may be required to contact another Bentley support center.
- 2.3.** Bentley shall have no obligation to provide a response or other service hereunder if Subscriber's technical inquiry is caused by: (a) incorporation or attachment of a feature, program, or device to a Product not approved or supplied by Bentley; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of a Product, with the exemption of Product customizations performed by Bentley and covered by a separate support and maintenance Offering Document; (c) failure to provide a suitable network environment; (d) use of the Product other than as described in its Documentation or as authorized under this Agreement; or (e) failure to incorporate any maintenance release of a Product or Minor Update previously released by Bentley. Bentley shall offer support services for a given version of a Product for at least twelve months starting on a version release date. Further details regarding Bentley's Product Lifecycle policy may be found at www.bentley.com/support/bentley-lifecycle-policy.
- 2.4.** If Subscriber experiences a production-stopping anomaly, Bentley will use good faith efforts to create an appropriate solution and deliver it electronically, or through such other means as Bentley may choose in its sole discretion.

3. Updates.

- 3.1.** Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Major Updates and Minor Updates for each Product covered by the relevant Bentley commercial subscription program as such Major Updates and Minor Updates become available.
- 3.2.** Such Major Updates or Minor Updates may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

Bentley Services Terms

1. Definitions.

The capitalized words, terms and phrases in these Services Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

2. Professional Services.

- 2.1.** Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to an Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform ("Work") including the output of Work, if any ("Work Product"), shall be set forth in one or more Offering Documents. Each Offering Document shall set forth, at a minimum, the work to be done, the number of Bentley's personnel to be assigned to Subscriber's work, the duration of each individual's assignment, and the fees for the work.
- 2.2. Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley's personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Offering Document.
- 2.3. Scheduling.** Bentley will try to accommodate work schedule requests of Subscriber to the extent possible. Should any personnel of Bentley be unable to perform scheduled services because of illness, resignation, or other causes beyond Bentley's reasonable control, Bentley will attempt to replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.
- 2.4. Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley's manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber's site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley's request.

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- 2.5. Place of Work.** Certain projects or tasks may require Bentley's personnel to perform work for Subscriber at Subscriber's premises. In the event that such projects or tasks are required to be performed at Subscriber's premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Bentley acknowledges that Subscriber may have on-site safety and quality policies and procedures to which it requires Bentley employee adherence while on-site. Bentley employees will comply with all reasonable industry standard safety and quality requirements, policies and procedures provided to Bentley in advance. Subscriber recognizes that there may be a need to train Bentley's personnel in the unique procedures used at Subscriber's location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel's training time.
- 2.6. Changes in Services.** Subscriber or Bentley may request a change to the Work as set out in an Offering Document, including modification of the Work or Work Product, such as those outside the original scope of an Offering Document, by submitting such request in writing to the other party ("**Change Order**"). Change Orders will become effective only when executed by authorized representatives of both parties. All Change Orders must be executed by both parties prior to commencement of the Change Order. If Bentley's fees or schedule will be impacted by such Change Order, Bentley shall notify Subscriber of such impact prior to Subscriber's execution of the Change Order.
- 2.7. Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.
- 2.8. Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.
- 2.9. Preexisting Works of Bentley.** Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Offering Document, including but not limited to Products (the "**Pre-Existing Works**"). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.
- 2.10. Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing. For the sake of clarity, this Section 2.10 is subject to, and should not be construed to derogate from, Bentley's confidentiality obligations in Section 2.15.
- 2.11. Third-Party Interests.** Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.
- 2.12. Fees.** Bentley shall be paid the fee as specified in each Offering Document, or, if no fee is specified, at Bentley's customary rates for the level of personnel providing such services. For the sake of clarity, extended project engagements billed on a time and materials basis will be subject to applicable annual rate increases.
- 2.13. Expenses.** Subscriber shall also pay either the actual cost of Bentley's reasonable travel and living expenses or an agreed-to amount for such travel and living expenses (other than normal commutation travel) for Bentley employees in the performance of Work set forth in each Offering Document along with all other out-of-pocket expenses incurred by Bentley.
- 2.14. Estimates.** Estimates of total fees for projects may be provided in an Offering Document, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services rendered if Subscriber so chooses.
- 2.15. Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber that is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that:
- 2.15.1. has entered the public domain other than through a breach of this Agreement;
 - 2.15.2. has been rightfully obtained by Bentley from a third party with no obligation of confidentiality; or
 - 2.15.3. is previously known by Bentley as demonstrated by clear and convincing evidence.
- Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 2.16. Termination of Offering Documents.** Subscriber or Bentley may terminate any uncompleted Offering Document at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the Offering Document in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.
- 2.17. Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services directly or indirectly hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder. This Section 2.17 does not apply if an employee responds to a publicly available advertisement for recruitment listed by Subscriber, if Subscriber does not otherwise solicit the employee for the position.
- 2.18. Survival.** The covenants contained in the Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination

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of the Agreement (including, but not limited to, Sections 2.7, 2.9, 2.10, 2.11, 2.13, 2.15, 2.16, and 2.17) shall be enforceable notwithstanding said expiration or termination.

Cloud Offering Terms

1. Definitions.

The capitalized words, terms and phrases in these Cloud Offering Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below:

- 1.1. **“Data Protection Laws and Regulations”** means all laws and regulations, including laws and regulations applicable to the processing of Personal Data as amended from time to time. For the avoidance of doubt, if Bentley’s processing activities involving Personal Data are not within the scope of a given data protection law, such law is not applicable.
- 1.2. **“Data Storage”** means the amount of data storage space (including the backup and off-site storage), if any, to be allocated for Subscriber Data within the Bentley environment.
- 1.3. **“Bentley Cloud Offerings”** or **“Cloud Offerings”** mean the Bentley products and services made available to Subscriber and accessed by Users via the internet.
- 1.4. **“Subscriber Data”** means data collected or stored by Subscriber using Cloud Offerings, including, but not limited to, financial, business and technical information, engineering plans, customer and supplier information, research, designs, plans, and compilations, but not including any of Bentley’s Proprietary Information.
- 1.5. **“Personal Data”** means any information relating to an identified or identifiable (directly or indirectly) natural person processed by Bentley on behalf of Subscriber, the processing of which is subject to applicable law.

2. Applicability.

Upon Bentley’s approval, Subscriber may subscribe to Bentley Cloud Offerings pursuant to the specific terms set forth herein. Subscriber acknowledges and agrees that Bentley may in its sole discretion utilize a third-party service provider to provision Bentley Cloud Offerings and/or Subscriber Data. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

3. Bentley Cloud Offerings.

Cloud Offerings may be accessed by Subscriber under the applicable Program Terms or purchased by Subscriber for additional fees (**“Cloud Offering Fees”**) to be specified in an Offering Document. The Offering Document may specify the Cloud Offering Fees, any applicable limits and costs to the Cloud Offering including but not limited to, data storage, any applicable services to be delivered for the Cloud Offering such as implementation services or ongoing management of support of the Cloud Offering, including system availability and support service level terms that may be set forth in a Service Level Agreement.

4. Permitted Use.

Bentley will grant Subscriber a non-exclusive, non- transferrable, non-assignable, revocable, limited license to use and access purchased Bentley Cloud Offerings (subject to the terms of any applicable Offering Document, these Cloud Offering Terms and any terms of use (**“Terms of Service”**) presented upon access) solely Production Use (the **“Permitted Use”**). Subscriber acquires only the right to use the purchased Cloud Offering and does not acquire any rights of ownership to the Cloud Offering or any part thereof. Bentley and its suppliers retain all rights, title and interest in the Cloud Offering, and any use of the Cloud Offering beyond the Permitted Use shall constitute a material breach of these Cloud Offering Terms; Bentley shall have no liability to Subscriber or any third party in the event of such material breach. In addition to the use restrictions set forth in the Terms of Service, Subscriber’s Permitted Use rights shall be subject to the following conditions:

- 4.1. Subscriber purchasing against an Offering Document shall not exceed any limits set forth in such Offering Document. In the event use of a Cloud Offering by Subscriber exceeds that purchased by Subscriber as specified in the applicable Offering Document, Bentley may invoice, and Subscriber shall pay, additional Cloud Offering Fees. Bentley shall, in its sole discretion, add such additional fees to subsequent invoices or invoice Subscriber separately.
- 4.2. In the event of a past due balance, Bentley reserves the right to suspend use of the Cloud Offerings until all past due amounts have been received.
- 4.3. Bentley reserves the right, but does not assume any responsibility, to modify or suspend use of a Cloud Offering, or any part thereof, if (i) Bentley determines in its sole discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority or with the terms of its agreement(s) with its third party service providers; or (ii) Bentley determines in its sole discretion that the performance, integrity or security of the Cloud Offerings is being adversely impacted or in danger of being compromised as a result of Subscriber’s or its Users’ access.
- 4.4. Subscriber shall not tamper in any way with the software or functionality of Cloud Offerings or any part thereof. Without limiting the foregoing, Subscriber agrees not to put any material into the Cloud Offerings which contain any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system or data. Subscriber shall not utilize bots, agents, auction crawlers or other computer based crawling programs in conjunction with its use of the Cloud Offerings. Subscriber shall not upload, post or otherwise transmit any content that is unlawful; any content that Subscriber does not have a right to transmit under any law or contractual or fiduciary relationship; or any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- 4.5. Subscriber is responsible for ensuring that Users safeguard the credentials, including passwords, used to access the Cloud Offerings and do not to disclose credentials to any third party. Subscriber is responsible for all activity using Subscriber’s accounts, whether or not Subscriber authorized that activity. Subscriber shall immediately notify Bentley of any unauthorized use of Cloud Offerings. Subscriber shall ensure that all User information is current and shall immediately notify Bentley in the event of a change in contact information or other User information.
- 4.6. Subscriber shall communicate the above listed use restrictions to all Users, including Subscriber employees and External Users accessing or using any Cloud Offerings. The acts or omissions of any such User accessing the Cloud Offerings shall be deemed to be the acts or omissions of the Subscriber, such that Subscriber shall be fully responsible for the performance and fulfillment of all applicable contractual obligations. Subscriber shall indemnify and hold Bentley harmless against

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all liability resulting from any non-compliance with the terms of this Section 4 by Users, including Subscriber employees and External Users.

5. Access and Availability.

Subscriber is responsible for providing all equipment and the connectivity necessary to access and use Cloud Offerings via the Internet. Subscriber agrees that from time to time the Cloud Offerings may be inaccessible or inoperable for various reasons, including without limitation (i) system malfunctions; (ii) periodic maintenance procedures or repairs which Bentley or its service provider(s) may undertake from time to time; (iii) compatibility issues with Subscriber’s or a third party’s hardware or software; or (iv) causes beyond the control of Bentley or which are not reasonably foreseeable by Bentley, including network or device failure, interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). Bentley shall use reasonable efforts to provide advance notice to Subscriber in the event of any scheduled Downtime, and to minimize any disruption of the Cloud Offerings in connection with Downtime.

6. Subscriber Data.

Bentley acknowledges, and Subscriber warrants and represents, that Subscriber owns all right, title and interest in Subscriber Data. Subscriber shall indemnify and hold Bentley harmless against all claims against Bentley alleging that the Subscriber Data collected or stored for use with the Bentley Cloud Offerings infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any third party, or in any way violates any privacy or data protection laws. Bentley shall not be responsible for any failure or impairment of the Bentley Cloud Offerings caused by or related to the Subscriber Data. Bentley shall maintain the confidentiality of all Subscriber Data and shall not reproduce or copy such data except as required to as permitted under this Section 6 in connection with providing Cloud Offerings or as may be expressly authorized by Subscriber. If Subscriber Data includes Personal Data and the processing of the same is regulated by Data Protection Laws and Regulations, the parties agree to adhere to the Data Processing Addendum (<https://www.bentley.com/legal/data-processing-addendum/>). In the event of a conflict between the terms of the Data Processing Addendum, these Cloud Offering Terms, and the Bentley General Terms and Conditions, the terms of the Data Processing Addendum controls solely with respect to the privacy and information security obligations contained therein. Subscriber shall be solely responsible for the Subscriber 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 Bentley Cloud Offerings. Bentley may modify Subscriber Data to create data and data sets that are not identifiable to Subscriber, Subscriber’s Users or Subscriber’s customers (“De-Identified Data”). Bentley may use the De-Identified Data for any lawful purposes, including but not limited to marketing, promoting, benchmarking, improving and further developing its Cloud Offerings, and the development and improvement of associated artificial intelligence and machine learning algorithms. Subscriber agrees and acknowledges that Bentley may from time-to-time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.

7. Termination.

In addition to the termination rights of the parties set forth in Bentley’s General Terms and Conditions, Bentley may terminate a Cloud Offering Subscription, upon written notice, not unreasonably delayed, to Subscriber, in the event of the termination of Bentley’s agreement(s) with its third-party service provider(s). Termination of a Cloud Offering Subscription by either party shall automatically terminate any license granted pursuant to Section 4 of these Cloud Offering Terms.

Country-Specific Terms

These Country-Specific Terms contain special conditions of the Agreement applicable to a Subscriber with its principal place of business registered in the countries below and are intended to amend the General Terms and Conditions.

Country	Clause No.	Clause Language	Notes
USA	8.12	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 Agreement and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable.	This clause forms Section 8.12 of the General Terms and Conditions.
UK	5.6	<p>Insofar as this Agreement is not an international supply contract within the meaning of section 26 of the <i>Unfair Contract Terms Act 1977</i>, Bentley does not exclude liability for</p> <p>(a) death or personal injury caused by the negligence of Bentley, its officers, employees, contractors or agents;</p> <p>(b) fraud or fraudulent misrepresentation;</p> <p>(c) breach of the obligations implied by section 12 of the <i>Sale of Goods Act 1979</i> or section 2 of the <i>Supply of Goods and Services Act 1982</i>; or</p> <p>(d) any other liability which may not be excluded by law.</p>	Additional language added to end of 5.6 of the General Terms and Conditions.