

Power Line Systems License Agreement

Subscriber's Power Line Systems subscription is governed by the following terms and conditions that, together with any applicable Offering Document, comprise the Power Line Systems License Agreement (the "Agreement") between Subscriber and the Bentley Contract Entity:

Power Line Systems Subscription

1. Power Line Systems License(s).

1.1 A Power Line Systems License is a non-exclusive, non-sublicensable, non-transferable subscription license granting rights and benefits to a specific named user. The Subscription Term for a Power Line Systems License is set forth in the invoice or in the applicable Offering Document (the "Term").

1.2. Subscriber may install the Power Line Systems License on up to two computers for each individual named end user of the software. Subscriber may also make archival copies of the Power Line Systems Licenses for the sole purpose of backing up the Power Line Systems Licenses and protecting its investment from loss. Subscriber is responsible for ensuring that the named single user licenses are only used by the named user who claims the license. Power Line Systems Licenses are not to be shared with any other users who have not claimed a license in their individual end username. Power Line Systems Licenses may not be claimed using generic names or email addresses.

1.3. The Power Line Systems Licenses should only be used by an experienced engineer or under the direction of an experienced engineer, and Subscriber assumes all responsibility for the design assumptions and results.

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 one business day.

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 the current and previous General Release of each Power Line Systems License. The current General Release is documented on the Power Line Systems web site at <https://www.powerlinesystems.com/current-versions> and notification of a new General Release is provided by the software.

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 Power Line Systems License 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.

4. Term and Termination.

4.1. Term. This Agreement and Subscriber's access to purchased Power Line Systems Licenses shall become effective on the Effective Date, shall continue for an initial Term set forth in the applicable Offering Document.

4.2. Termination for Material Breach. Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be affected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of the General Terms and Conditions. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.

4.3. 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.

4.4. Consequences of Termination. Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. In the event of such termination all copies of the Power Line Systems Licenses and all of their component parts must be destroyed or returned to Bentley in its sole discretion, and all hardware keys and media returned to Bentley within three (3) business days of notification of such termination. No refund or other reimbursement shall be made in such event and any amounts due shall immediately become due and payable.

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General Terms and 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 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. **“External User”** means any User (not an organization) who is not:
 - 1.11.1. one of Subscriber’s full-time, part-time, or temporary employees; or
 - 1.11.2. agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber’s supervision and control.
- 1.12. **“Major Update”** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace. For Power Line Systems Licenses these are known as “General Releases”.
- 1.13. **“Minor Update”** means a maintenance release of a Product.
- 1.14. **“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.
- 1.15. **“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.
- 1.16. **“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).
- 1.17. **“Program Terms”** means the relevant terms and conditions governing a Bentley subscription program.
- 1.18. **“Proprietary Information”** shall be defined as confidential, proprietary and technical information pertaining to Bentley Products and to Bentley’s technology and business practices.
- 1.19. **“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.
- 1.20. **“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.
- 1.21. **“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.
- 1.22. **“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

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working under Subscriber's direct supervision and control.

- 1.23. **"Subscription Entitlement Service"** or **"SES"** means Bentley's cloud-based license management service or any successor Bentley tool for license administration.
- 1.24. **"Subscription Fee"** means the fee for a subscription as published from time to time in Bentley's sole discretion.
- 1.25. **"Subscription Term"** shall be defined as set forth in the relevant Offering Document or Program Terms.
- 1.26. **"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.
- 1.27. **"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.
- 1.28. **"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.
- 1.29. **"Use"** (whether or not capitalized) means utilization of the Product by an individual.
- 1.30. **"User"** means an individual person.

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

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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 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.

3.9. Non-compete. Subscriber represents and warrants that it is not now developing a competing product to the Power Line Systems License and agrees not to develop or participate in the development of any such competing product while this Agreement is in force. Without limiting the foregoing, Subscriber specifically agrees not to use the binary executables, its algorithms, file formats, manuals or any information derived from the Power Line Systems License in any manner, directly or indirectly, to develop or derive any competing product or service. Subscriber shall take reasonable measures to protect Power Line Systems Licenses and intellectual property by limiting disclosure to or access by any other party (including, without limitation, any competing organizations).

4. Limited Warranty; Limitation of Remedies and Liability.

4.1. 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.

4.2. Exclusion of Warranties. THE WARRANTIES STATED IN SECTION 4.1 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 STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

4.3. Exclusive Remedy. The entire liability of Bentley and the sole and exclusive remedy of Subscriber for Product claims under Section 4.1 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

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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.

- 4.4. 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.
- 4.5. 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.
- 4.6. Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 4.1, 4.2, 4.3, 4.4 AND 4.5 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.
- 4.7. Indemnification by Bentley.**
- 4.7.1. 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.
- 4.7.2. 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 (4.7.2) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.
- 4.7.3. 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 4.7 sets forth Subscriber's sole remedy for intellectual property infringement.

- 4.8. 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.
- 4.9. Anti-Piracy.** Bentley reserves the right to include, and Subscriber acknowledges that the Power Line Systems License may contain anti-piracy monitoring functionality. Subscriber expressly agrees that the Power Line Systems License may contact Bentley in the event it determines that Subscriber is not in compliance with the terms of this Agreement.
- 5. 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.

6. 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

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			<p>Arbitration”, and the respondent must appoint an arbitrator at its first 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,	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</p>

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	10th Floor, Max House, 1516/338, 339, 340, Village Bahapur, New Delhi 110020 ,India		be finally settled in accordance with the said Rules. 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, 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.

7. Miscellaneous.

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.

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- 7.9. 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.
- 7.10. Headings.** The headings in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the Agreement.
- 7.11. 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.

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	4.6	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 (a) death or personal injury caused by the negligence of Bentley, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; (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 (d) any other liability which may not be excluded by law.	Additional language added to end of 4.6 of the General Terms and Conditions.