END USER LICENSE AGREEMENT FOR BENTLEY SOFTWARE

IMPORTANT – READ CAREFULLY: This End-User License Agreement ("**EULA**") is a legal agreement between you (either an individual or a single entity) and Bentley Systems International Limited, if you are located outside of the geographic boundaries of the United States or Canada, or Bentley Systems, Incorporated if you are located within the geographic boundaries of the United States or Canada ("**Bentley**"), for the Bentley software and associated documentation that accompanies this EULA, which includes the associated media and Bentley internet-based services ("**Software**").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE. YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS EULA IS A CONDITION TO THE GRANT OF LICENSE BELOW. THIS EULA, AS MAY BE MODIFIED BY ANY APPLICABLE SIGNED WRITTEN AGREEMENT BETWEEN YOU AND BENTLEY, REPRESENTS THE ENTIRE SET OF TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SOFTWARE AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, PROPOSALS AND PRESENTATIONS WITH RESPECT TO THE SOFTWARE OR THE SUBJECT MATTER OF THE EULA.

If this agreement is translated into a language other than English and there is a conflict of terms between the English and the other language, the English version will control. You should keep a copy of this EULA for your records. The latest version of this EULA appears in its entirety on http://www.bentley.com/legal/eula_en.txt. Bentley may update or amend the EULA at any time without notice to you; however, the form of EULA in effect at the time of the Software acquisition will apply.

Section 1: Terms and Conditions

1. **CERTAIN DEFINITIONS**.

   1.1. **"Academic Related Use"** means the use of designated Software in object code form solely for internal classroom instruction or research of your teaching staff and/or students matriculated in a degree program and not to include student use in a paid employment setting or any other use prohibited under this EULA.

   1.2. **"Academic Software"** means Software that is identified as "Academic Edition" or "Academic License" (or words of similar meaning).

   1.3. **"CAL"** means client access license.

   1.4. **"Device"** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server or other electronic device used by a User.

1.5. **"External User"** means any individual (not an organization) who is not: (i) one of your full-time, part-time or temporary employees; or (ii) agency temporary personnel or an independent contractor on assignment at your place of business or work-site.

1.6. **"License Key"** means the document furnished to you by Bentley in electronic or such other format, as determined in Bentley's sole discretion, that identifies the Software licensed and authorizes use of the Software.

1.7. **"Production Use"** means use of the Software in object code form by a single User or a Device, as applicable, solely for internal production purposes in support of one Site.

1.8. **"Site"** means the discrete geographic location where you first install or use the Software.

1.9. **"Time Clocks"** means any time clocks, copy-protection mechanisms, or other security devices embedded in the Software which may deactivate the Software after expiration of any applicable subscription or termed license period.

1.10. **"User**" means any individual or entity that is not an External User.

2. **GRANT OF LICENSE.** As and for so long as you comply with all of the terms of this EULA, Bentley grants you the non-exclusive right to (a) install and use one copy of the Software for Production Use in the country where the Software is first obtained and (b) use the documentation that accompanies the Software for internal, non-commercial reference purposes only.

3. **RESERVED RIGHTS.** You acknowledge and agree that the Software is a proprietary product of Bentley or its suppliers, distributors and unrelated third parties ("**Suppliers**") protected by copyright and other applicable intellectual property laws and treaty provisions. You further acknowledge and agree that the entire right, title and interest in and to the Software including associated intellectual property rights, shall remain with Bentley or its Suppliers. This license grant may be made by Bentley on behalf of Suppliers as third party beneficiaries of the license rights provided herein. Bentley retains all rights not expressly granted to you in this EULA. **THE SOFTWARE IS LICENSED NOT SOLD.**

4. **REGISTRATION.** You acknowledge that registration or activation may be required in order for you to utilize the full benefits of the Software.

5. **NO RENTAL OR COMMERCIAL HOSTING.** Software is licensed for Production Use only. You may not rent, lease, lend or provide commercial hosting services with the Software. You may also not use the Software to provide fee or transaction based services. Contact Bentley for the availability of alternate pricing if you desire to use the Software in such fashion.

6. **NO "MULTIPLEXING" OR POOLING.** Use of software or hardware that reduces the number of electronic devices directly monitored or managed by the Software or directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required; the number of licenses required would equal the number of distinct inputs to the multiplexing or pooling hardware/software "front end."

7. **LIMITATIONS ON REVERSE ENGINEERING.** You may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that you are expressly permitted by law to undertake any of the activities listed in the previous sentence, you will not exercise those rights until you have provided Bentley with thirty (30) days prior written notice of your intent to exercise such rights.

8. **DATA CAPTURE AND USE.** You agree that Bentley may collect and utilize technical information gathered as part of Software support services that may be provided to you. Data capture in this form will only be used to improve Bentley's products and/or provide customized services to you and will not be disclosed or disseminated to third parties except in an aggregated form.

9. **ARCHIVAL OR BACKUP COPY.** You may make a reasonable number of backup copies of the Software , provided your backup copies are not installed or used for other than archival purposes..

10. **RESTRICTIONS ON CERTAIN SOFTWARE.** Software identified as demo, evaluation, BDN, Beta or "NFR" (or "Not for Resale" or with words of similar meaning) may not be sold, bartered or otherwise transferred. Such Software may not be used for any purpose other than your testing or evaluation unless specified otherwise pursuant to a separate agreement signed by both you and Bentley.

11. **ACADEMIC SOFTWARE.** For Academic Software, Bentley hereby grants you a non-exclusive right and license to use in object code form such Academic Software for Academic Related Use only. You may not sell, barter or otherwise transfer Academic Software. ***Special Note Applicable to Academic Software:*** If you have covered the Academic Software subject to this EULA pursuant to a valid BEN SELECT Agreement (or successor agreement) with Bentley then you may be entitled to additional and incremental licensing benefits to those set forth in this EULA by virtue of that relationship. In the event that Academic Software is no longer covered by a valid BEN SELECT agreement due to termination of the BEN SELECT agreement or any other reason, then you will lose those incremental benefits, and your license rights will only be as set forth in this EULA.

12. **TIME CLOCKS.** Bentley's default licensing term is perpetual unless otherwise specifically identified for the Software licensed. If you have licensed the Software subject to this EULA for a term shorter than a perpetual license, you acknowledge that the Software may be delivered to you with embedded Time Clocks. You agree that Time Clocks are not considered a defect of the Software and you release Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation.

13. **TRANSFER.** *Internal.* You may transfer the Software and the EULA to a different Device at the same Site, provided you completely remove the Software from all prior Devices. You may also make a one-time transfer of a CAL to another of your Users or Devices located at the same Site. In order to accomplish these transfers you may need to contact Bentley. *External.* You may not transfer the Software and license granted under this EULA, or a CAL, to a third party without Bentley's prior written consent. If such consent is obtained, you may permanently transfer the Software and the license granted under this EULA, or the CAL, provided you transfer the Software and all and media to such third party,

and you do not retain any copies. The recipient of such transfer must agree to all terms and conditions of the EULA. Any purported sublicense, assignment, transfer or encumbrance is void without Bentley's prior consent.

14. **UPGRADES.** You may not use any Software identified as an upgrade unless you are properly licensed to use Software which Bentley has identified as being eligible for an upgrade. After installing an upgrade, you may use the original Software product that was eligible for an upgrade provided that at any one time you use *only* the upgraded Software or the prior Software version subject to the upgrade.

15. **NO EXTENSION OF CAPABILITIES.** You may develop your own applications that interoperate or integrate with the Software. Bentley prices its Software, among other factors, based on capabilities that we expose to you. You may not extend the Software to enable or unlock capabilities of the Software not specifically identified by Bentley as forming part of the specified end user functionality.

16. **SEPARATION OF COMPONENTS.** The Software is licensed as a single product. Component parts of the Software may not be separated and installed or used on multiple Devices.

17. **TERMINATION.** If you breach the terms and conditions of this EULA, Bentley may terminate this EULA without prejudicing any of its other rights. In such event you must destroy and remove all copies of the Software from your Device(s). Sections 1, 3, 13, 20, 21, 23, 25, 26, 27, 28 and 29 specifically survive termination.

18. **NO AUTOMATED USE.** A license for the Software may not be shared or used concurrently on different Devices, nor to support multiple User or operational requests as indicated above. As a result, you may not use the Software in an automated, unattended, non-interactive server application or component (including ASP) where: (i) multiple User requests from different Users are queued for processing; or (ii) multiple requests from one User are queued for processing but acting against content created or edited by other Users. Examples which would violate this Section 18 include but are not limited to use as a plot server, file translator, print server or other applications using or employing similar methods.

19. **LIMITED WARRANTY.** Except for Software which is identified as no-charge, free, demo, evaluation, BDN, Beta or NFR, which is provided to you "AS-IS" and specifically without warranty of any kind, for sixty (60) days from the date of first installation (the "**Warranty Period**"), Bentley warrants that (i) the Software will perform substantially in accordance with the functional specifications in the documentation which accompanies the Software; and (ii) the media on which the Software is distributed meets generally accepted industry standards. It is understood that neither Bentley nor its Suppliers are responsible for your use of the Software or the results from such use. It is further understood that there may be errors or omissions in the information contained in the Software, that the information contained in the Software may not be current or complete and that defects in hardware or software may prevent you from gaining access to the Software. This limited warranty is offered by Bentley alone, and is not extended to any software code that may be contributed to the Software by our Suppliers. Any supplements or updates to the Software (including but not limited to fixes, work in

progress builds, or subsequent updates) provided to you after the expiration of the Limited Warranty period above are not covered by any warranty or condition, express, implied or statutory.

20. **DISCLAIMER**. THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR BENTLEY'S OR ITS SUPPLIER'S BREACH OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BENTLEY AND ITS SUPPLIERS PROVIDE THE SOFTWARE *AS IS AND WITH ALL FAULTS*, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, BENTLEY AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, FOR ITSELF AND FOR ALL SUPPLIERS, EITHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS; YOU MAY HAVE OTHER RIGHTS, WHICH VARY AMONG JURISDICTIONS.

21. **HIGH RISK ACTIVITIES**. The Software is not fault tolerant and is not designed, manufactured or intended for use or resale as 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 Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, Bentley and its Suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

22. **END USER REMEDIES**. If a defect in the Software appears that constitutes a breach of the above Limited Warranty, Bentley shall, at its sole option, repair the Software, refund the price you paid for the Software or replace the defective item(s), provided that: (i) you notify Bentley of the defect during the Warranty Period; (ii) the Software is not modified, changed, or altered by anyone other than Bentley, unless authorized by Bentley in writing; (iii) your computer equipment is in good operating order and the Software is installed in an officially supported environment; and (iv) the non-conformity is not caused by a third party or by you, your agents, employees or contractors. Repaired, corrected, or replaced Software shall be covered by this limited warranty for the period remaining under the warranty covered by the original Software, or if longer, for thirty (30) days after the date: (a) of installation by you of the repaired or replaced Software, or (b) Bentley advised you how to operate the Software so as to achieve the functionality described in the documentation. YOU AGREE THAT THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH BY BENTLEY OF THE LIMITED WARRANTY MADE IN THIS EULA.

23. **LIMITATION OF LIABILITY**. Regardless of whether any remedy set forth herein fails of its essential purpose by law, in no event will Bentley or its Suppliers be liable for indirect, special, incidental, economic or consequential damages, regardless of the nature of the claim, including without limitation lost profits, costs of delay, interruption of business, loss of use, costs of lost or

damaged data or documentation or liabilities to third parties arising from any source, even if Bentley has been advised of the possibility of such damages. In no event shall the liability of Bentley or its Suppliers exceed the amount paid by you (in the currency used to purchase) for the Software. Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE PROVISIONS OF THIS EULA ALLOCATE THE RISKS BETWEEN BENTLEY AND YOU. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

24. **STATUTORY CONSUMER RIGHTS**. Nothing in this EULA is meant to contravene statutory rights that consumers may have pursuant to local law.

25. **EXPORT CONTROLS**. The Software is subject to U.S. export control laws, regulations and requirements, in addition to export control laws, regulations and requirements of other agencies or authorities based outside of the United States (collectively referred to as "**Export Controls**"). Regardless of any disclosure made by you to Bentley of an ultimate destination of the Software, you 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 Export Controls that may be imposed on the Software. The countries subject to restriction by action of the United States Government, or any other governmental agency or authority outside of the United States, are subject to change, and it is your responsibility to comply with applicable Export Controls as they may be amended from time to time. You shall indemnify, defend and hold Bentley harmless for any breach of your obligations pursuant to this Section.

26. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Software is 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 Software 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 Software 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. Contractor/Manufacturer is Bentley Systems, Incorporated, 685 Stockton Drive, Exton, PA 19341-0678.

27. **GOVERNING LAW.** If you are located outside the geographic boundaries of the United States or Canada, this EULA will be governed by and construed in accordance with the substantive laws in force in Ireland, and the courts located in Ireland shall have exclusive jurisdiction over all disputes relating to this Agreement. If you are located within the geographic boundaries of the United States or Canada, this EULA will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, and the state courts located in Chester County, Pennsylvania and the federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction over all disputes relating to this Agreement. 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 of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this Agreement.

28. **SEVERABILITY.** The provisions of this EULA shall be deemed to be separable and the invalidity of any provision hereof shall not affect the validity of the remainder of this Agreement.

29. **NOTICES.** If you are located outside the geographic boundaries of the United States or Canada please send all notices under this EULA to Bentley Systems International Limited Attn: Legal Department, Second Floor, Block 2, Park Place, Upper Hatch Street, Dublin 2, Ireland. If you are located within the geographic boundaries of the United States or Canada, please send all notices under this EULA to Bentley Systems, Incorporated, Attn: Legal Department, 685 Stockton Drive, Exton, PA 19341-0678.

30. **QUESTIONS.** Should you have any questions regarding this EULA, please contact the Bentley subsidiary serving your country, or write to: Bentley Systems, Incorporated, Legal Department, 685 Stockton Drive, Exton, PA 19341-0678.

31. **RE-DISTRIBUTION OF BENTLEY® VIEW™.** If you are interested in re-distributing Bentley View either internally or externally to your organization, please complete the online Bentley View Distribution Agreement found at: http://www.bentley.com/bentleyview/redistribute.html.

Section 2: Terms Applicable to Server Software

This section details the installation, use and licensing of Server Software and associated CALs as well as External Connector licenses.

1. **CERTAIN ADDITIONAL DEFINITIONS.**

    1.1. **"Client Software"** means software that allows a Device to access or utilize Server Software (and, also where applicable to utilize certain aspects of the Software when disconnected from the Server).

    1.2. **"External Connector"** means a separately licensable module for specific Server Software which authorizes use of the Server Software by External Users.

    1.3. **"Per Processor"** is a Server Software licensing mode where you are licensed to utilize the Server Software on one or more physical or virtual processors within a designated Server.

    1.4. **"Per Server"** is a Server Software licensing mode where you are licensed to utilize the Server Software on all processors physically contained within the designated Server.

    1.5. **"Per User"** or **"Per Device"** are licensing modes that require you to license a separate CAL for each unique User or Device respectively that accesses or utilizes the Server Software.

    1.6. **"Server"** means any one of your computers that can run Server Software.

    1.7. **"Server Software"** means Software that provides services or functionality to your Server(s).

1.8. **"Server/CAL"** is a licensing mode where the maximum number of Users (or Devices, if applicable) which may access or utilize the Server Software at a given interval is less than or equal to the number of CALs that you have acquired and designated for use exclusively with that Server Software.

2. **LICENSING MODES.**

2.1. **Servers.** Bentley licenses Server Software on a Server/CAL basis with either Device or User CALs and/or on a Per Processor basis. Some Server Software may be eligible for External Connector licensing. Server Software may be limited, even in Server/CAL licensing mode, as to the total number of Devices and/or Users that may access a designated Server Product. *Unless explicitly specified in the documentation accompanying the Server Software, the default licensing mode for all Server Software is Server/CAL with User CALs.*

2.2. **CALs.** CALs are licensed by Bentley on a per Server, per Device or per User basis. A User CAL permits one User (using any Device) to access or use the Server Software. A Device CAL permits one Device to access or use the Server Software. *Special Note Applicable to CAL Licensing:* If you have covered the CALs and Server Software subject to this EULA pursuant to a valid SELECT Agreement with Bentley then you may be entitled to additional and incremental licensing benefits to those set forth in this EULA by virtue of that relationship. In the event your SELECT Agreement with Bentley terminates or you otherwise elect to remove CALs and/or their associated Server Software from coverage pursuant to a SELECT Agreement with Bentley then you will lose those incremental benefits, and your license rights will only be as set forth in this EULA.

2.3. **External Connectors.** Certain Server Products may be licensed to support External Users by virtue of an External Connector license.

3. **GRANT OF LICENSE FOR SOFTWARE IN SERVER/CAL MODE**. As and for so long as you comply with all of the terms of this EULA, Bentley grants you the following rights:

3.1. **Installation and Use.**

(a) **Server Software.** You may install and use one copy of the Server Software for Production Use on a single Server in the country where the Server Software was first obtained. You may also use the documentation that accompanies the Server Software for internal, non-commercial reference purposes only.

(b) **Client Software.** You may install and use the Client Software on the aggregate total number of Devices to which you have dedicated a CAL for such usage.

(c) **CALs.** A separate CAL is required for each User or Device that accesses or uses Server Software on any of your Servers. A CAL grants a User (using any Device) or a Device the right to access or otherwise utilize the Server Software you have deployed on your Server. The maximum number of Users or Devices that may access or use Server Software installed on a particular Server at a given interval equals the number of CALs (of either type) that you acquire and designate for use *exclusively*

with that Server. CALs cannot be pooled among internal Users or Devices and are tied to one Server Software installation.

(d) **Passive Fail-Over Server.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only and exclusively for fail-over support.

4. **GRANT OF LICENSE FOR SERVER SOFTWARE IN PER SERVER MODE.** As and for so long as you comply with all of the terms of this EULA, Bentley grants you the following rights:

4.1. **Installation and Use**

(a) **Server Software.** You may install and use one copy of the Server Software for Production Use on a single Server in the country where the Server Software was first obtained. You may also use the documentation that accompanies the Server Software for internal, non-commercial reference purposes only. In Per Server licensing mode, the Bentley default is that you may use the Server Software on all processors physically contained within that one Server. If the Server Software is licensed in Per Processor mode, you may only use the Software on the authorized and licensed number of processors (physical or virtual) within that Server.

(b) **Client Software.** In Per Server licensing mode, unless Bentley licenses the Server Software with a limitation on the maximum number of Devices or Users that may access it, you may install the Client Software on any Device in support of any number of Users so long as the Client Software is being used only in conjunction with the Server Software.

(c) **CALs.** In Per Server licensing mode, unless Bentley licenses the Server Software with a limitation on the maximum number of Users or Devices that may access it, an unlimited number of Users or Devices may access and use the Server Software. CALs are not required for individual Users or Devices in the Per Server licensing mode.

(d) **Passive Fail-Over Server.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only and exclusively for fail-over support.

5. **GRANT OF LICENSE FOR EXTERNAL CONNECTOR LICENSES.** As and for so long as you comply with all of the terms of this EULA, Bentley grants you the following rights:

5.1. **Installation and Use**

(a) **External Connector License.** You may install and use one copy of the External Connector on one Device and connect that Device to the designated Server Software whether or not located at the same Site, but always within the same country as the Server Software installation.

(b) **External Users.** The default licensing mode for an External Connector authorizes you, for each External Connector license that you acquire, to permit any number of External Users to access or use a single copy of the designated Server Software for which the External Connector License has been obtained without the need for you to acquire a CAL for each

External User. If any User does not clearly qualify as an External User then you will need to properly license such use and access by the User of the Server Software by a method other than via the External Connector. Certain External Connector licenses only authorize a limited number of External Users to connect via that External Connector, please check your Product documentation and License Key for specific details, limitations and qualifications.

(c) **Passive Fail-Over External Connector.** If the External Connector is installed on a Device used in a clustered environment, you may use the External Connector on a temporary basis on a Server or Device that is employed only and exclusively for fail-over support.