



BENTLEY SYSTEMS, INCORPORATED
SELECT PROGRAM AGREEMENT
INTERNATIONAL



Bentley SELECT Agreement Number _____

This SELECT Program Agreement (together with all exhibits and attachments hereto as in effect from time to time, the "Agreement") is made as of the Effective Date by and between Bentley Systems, Incorporated, a Delaware corporation with its principal office and place of business at 685 Stockton Drive, Exton, Pennsylvania 19341, and the subscriber identified below ("Subscriber"). All references herein to "Bentley" include Bentley Systems, Incorporated and its direct and indirect subsidiaries.

Through its Bentley® SELECT® Program, Bentley distributes software products and provides a range of services to users of such products, including licensing privileges, technical support, upgrades, updates, and other services as described herein. Subscriber desires to enter into this Agreement to subscribe to the Bentley SELECT Program ("SELECT Program") to acquire licensing privileges and services offered from time to time under the SELECT Program, all as more fully described in the lettered exhibits attached hereto.

Subscriber, upon signing this Agreement, is bound by the terms of this Agreement and Exhibits A and B hereto. Subscriber shall be bound by any amended or supplemental exhibit provided by Bentley upon Subscriber's license or purchase of products or services to which such amended or supplemental exhibits apply. The lettered exhibits attached to this Agreement are incorporated herein and made a part of this Agreement, as such exhibits may be updated, amended and supplemented with additional exhibits from time to time upon thirty (30) days after delivery through electronic or other means to the Subscriber; provided, that as to particular products and services licensed or purchased hereunder, Subscriber shall be bound by the form of the exhibits in effect at the time the products or services are licensed or provided. Upon any renewal of this Agreement, the updated, amended or supplemented exhibits in effect at the time of such renewal, if any, shall be applicable to all licensing privileges and services under the SELECT Program provided from and after the date of such renewal. Notwithstanding the foregoing, no amendment or supplement to the exhibits to this Agreement after any perpetual license purchase shall limit or impair the rights of Subscriber under the perpetual license terms and conditions in effect at the time such license is acquired.

For definitions of the capitalized terms used in this Agreement and the Exhibits hereto, see Section 1 of the General Terms and Conditions included as Exhibit B. The term of this Agreement is set forth in the General Terms and Conditions under the caption "Term; Termination." The terms of all Product licenses acquired hereunder shall be as set forth in Section 5 of Exhibit A to this Agreement, and all Product licenses hereunder are subject to the termination provisions applicable to such licenses in the General Terms and Conditions. Subscribers may not use the licenses, services and other benefits provided under this Agreement for purposes of developing software applications for distribution outside of their organization or for providing end-user training on Bentley Products other than to internal end users. If your organization falls into either of the foregoing prohibited categories, then please contact Bentley about other programs that are better suited for your business.

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES THAT, THROUGH ITS AUTHORIZED REPRESENTATIVES, IT HAS READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. SUBSCRIBER IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN. A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE RETURNED TO SUBSCRIBER AFTER THIS AGREEMENT IS APPROVED AND ACCEPTED BY BENTLEY.

SUBSCRIBER

Company Name: _____

BENTLEY SYSTEMS, INCORPORATED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

**685 Stockton Drive
Exton, Pennsylvania 19341**

Telephone: _____

+1 610 458-5000

Facsimile: _____

+1 610 458-1060

Date Signed: _____

Date Signed: _____

Bentley SELECT Program Agreement
SELECT Program Benefits
Exhibit A
Dated as of April, 2004

1. **General.** Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed by Subscriber. Bentley shall provide SELECT Program services to Subscriber for all Bentley Products licensed by Subscriber, subject to the provisions of this Agreement. Subscriber shall complete and submit to Bentley the form set forth in Attachment I hereof. Subscriber represents and warrants that Attachment I sets forth a complete list of all Bentley Products licensed by Subscriber as of the effective date of this Agreement and the Sites where such Products are used. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber's SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber's periodic invoices for SELECT Program services.
2. **SELECT Support Services.**
 - 2.01. Bentley may provide SELECT support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. A Channel Partner's authorization may be limited to a particular site or sites. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.
 - 2.02. Bentley shall provide Technical Support services to Subscriber, which includes telephone, facsimile, electronic mail and Internet based support to assist Subscribers regarding the use of Bentley Products and services (however, not to include professional services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. The telephone portion of 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.
 - 2.03. 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; (c) failure to provide a suitable installation environment; (d) use of the Product other than as described in its Document Set or as authorized under this Agreement; or (e) failure to incorporate any Update previously released by Bentley. Bentley shall offer SELECT support services for a given version of a Product, for at least twelve months, or until two Upgrades have been prepared by Bentley, whichever occurs first.
 - 2.04. 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. **Upgrades, Updates and Platform Exchanges.**

- 3.01. Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Upgrades and Updates for each Product covered by the SELECT Program, as and when such Upgrades and Updates are made available by Bentley in the Country. Subscriber shall also have the right to exchange, at no additional charge (other than shipping and handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one platform for an equivalent license for such Product on another platform (a "Platform Exchange").
- 3.02. Such Upgrade, Update or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.
- 3.03. In order for Subscriber to be eligible to receive Upgrades, Updates or Platform Exchanges, Bentley may require that Subscriber first return the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update or Platform Exchange directly to Bentley.
- 3.04. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber's aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.

4. **SELECT Online.**

Subscriber shall receive access to SELECT Online as set forth below and in more detail in the applicable on-line agreement (the "Online Agreement"):

- 4.01. Bentley may, from time to time, offer certain services to its SELECT subscribers on a computer online service, electronic bulletin board, Internet site or through technology developed in the future ("SELECT Online"). Subscriber shall use SELECT Online only in accordance with and subject to this Agreement, the terms provided herein and as supplemented from time to time in the Online Agreement that is a condition precedent to use of SELECT Online. The Online Agreement supplements this Agreement but does not supersede it in any respect. In the event of a conflict between the Online Agreement and this Agreement, the terms of this Agreement shall control.
- 4.02. Bentley shall have the sole right to control the format, content, delivery and all other aspects of SELECT Online. Bentley specifically reserves the right at any time to modify the information provided through SELECT Online, discontinue any portion of SELECT Online, or terminate the SELECT Online service altogether without providing Subscriber any prior notice.
- 4.03. Absent a written agreement with Bentley to the contrary, Subscriber's use of the Online Agreement, constitutes Subscriber's agreement to be bound by the terms of the Online Agreement.

5. **Product Licensing.**

- 5.01. **General.**
 - (a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of any such Product.
 - (b) **Future Licenses.** In the event that Subscriber acquires or licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such purchase. Subscriber hereby agrees that its downloading or use of any Products delivered to Subscriber shall constitute Subscriber's acceptance of the license agreement terms provided with the Product upon its delivery to Subscriber. If Subscriber licenses additional copies of a Product that is already licensed by Subscriber, such additional licenses may be authorized through delivery of a new License Key and without delivery or download of any additional Product. In such instances, Subscriber agrees that the license agreement terms contained or cross-referenced in the License Key shall govern Subscriber's use of such Product. In the event of a conflict between the terms of the license agreement provided with a Product upon its delivery to Subscriber and the terms of this Agreement in effect at the time such Product is purchased, the terms of this Agreement in effect at the time such Product is purchased shall control for the term of this Agreement. However, upon any permissible termination of this Agreement with respect to any perpetually licensed Product, the terms and conditions of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of the Product.

- (c) No Transfers. Subject to Section 7.01 of Exhibit B, Subscriber shall not, by operation of law or otherwise, sell, transfer, assign, contribute to a partnership or legal entity, grant a security interest in, sublicense, loan, lease or rent any of its rights under its licenses to use Bentley Products without the prior written consent of Bentley, which Bentley may give or withhold in its absolute discretion. If consent is given by Bentley, Subscriber may permanently transfer a license to another end user, provided all software and related documentation and media covered by such license are transferred to the transferee end user and the Subscriber does not retain any copies thereof, and provided further that the transferee end user agrees in writing with Bentley to cover all of its licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such Product.
 - (d) No Commercial Hosting. Products are licensed for Production Use only. Products may not be used to provide commercial hosting services or as the basis for fee or transaction based services.
- 5.02. Licensing Programs. Unless otherwise specifically set forth herein, Bentley Products are licensed on a Per Device basis as set forth in the applicable end user license that ships with the Bentley Product. The following licensing programs are not available for all Products; please check SELECT Online to see which Products are eligible for the respective licensing programs (absent a specific designation of eligibility, a Product is ineligible for any such program). Bentley reserves the right to add or remove any Product from eligibility for licensing under the following programs. Bentley reserves the right to discontinue any of its licensing programs at any time, without notice to Subscriber. However, until renewal or termination of this Agreement, such termination of any licensing program shall not affect the licenses for Products previously granted pursuant to such terminated licensing program. For purposes of clarity, all licenses previously granted pursuant to a terminated licensing program shall terminate upon the renewal or termination of this Agreement.
- (a) Pooled Licensing. If a Product is designated as eligible on SELECT Online, then Bentley hereby grants to Subscriber a limited non-transferable non-exclusive right to use such Product for Production Use only on multi-user computer networks, and to install a licensed Product on more than one computer or hard disc, provided that all users under this arrangement are at the same Site and the number of users that Use a Product during any one interval does not exceed the number of copies of such Product for which Subscriber has licenses at such Site. Any Subscriber using pooled licensing hereby agrees to install and implement Bentley's SELECTserver or such other Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees, upon Bentley's request, to transmit to Bentley true and accurate copies of the usage log files generated by SELECTserver or such other Bentley licensing technology as may be required by Bentley from time to time. For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 5.02(a) of Exhibit A shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products are licensed on a perpetual basis. The pooled licensing benefits set forth in this Section 5.02(a) of Exhibit A are not applicable to Server Products, Client Software and associated CALs.
 - (b) No-Charge Licenses for Certain Products. If a Product is designated as eligible on SELECT Online, Subscriber is hereby entitled, on a non-exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party's agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.
 - (c) Home Use Licenses. Unless Subscriber notifies Bentley in writing that Subscriber's employees shall not be entitled to obtain home use editions of a Product, Bentley will distribute upon an employee's request made through Subscriber's site administrator, and permit Subscriber's employees to use, without charge, home use editions of certain Products (for which such editions are available, as designated on SELECT Online) in accordance with the terms set forth in the license agreement provided with such home use edition of a Product, as amended and supplemented by this Agreement. Restrictions on home use licenses include the following: home use licenses are not permitted to be used for Production Use or any commercial use, including training; home use licenses are not for use in Subscriber's offices; home use licenses may not be stored on any electronic media; home use licenses must be permitted in Subscriber's jurisdiction. The total number of home use editions available to Subscriber's employees may not exceed the number of Subscriber's Product licenses to which the home use editions relate. Home use editions of Products are ineligible for Technical Support even if Subscriber has purchased SELECT Program services. Subscriber shall not be responsible for ensuring compliance by its employees with the Bentley home use license, nor shall Subscriber be liable for any breaches of such license by its employees. Such home use licenses granted hereunder will expire upon termination of this Agreement.
 - (d) Evaluation of Products. If a Product is designated as eligible on SELECT Online, Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 5.02(d) of Exhibit A, a limited non-transferable non-exclusive right to create, using SELECT Online (following the registration requirements set forth on SELECT Online), one (1) copy per Site of each Product contained on SELECT Online solely for Evaluation Use of such Product, provided that Subscriber shall have no right to create evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. Upon the earlier of the conclusion of such (30) day evaluation period or the termination of this Agreement, Subscriber shall destroy all copies of Products created for evaluation hereunder and, upon request by Bentley, certify such destruction in writing.
 - (e) Subscription Licensing.
 - (1) Subscriber may, upon Bentley's approval, license certain Products for a specified term (a "Subscription License"). A Subscription License may entitle Subscriber to license rights in a single Product (a "Product Subscription") or a specified portfolio of Products (a "Portfolio Subscription"). To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.
 - (2) Subscriber shall receive for each License Key for a Product Subscription and for all Products in a Portfolio Subscription a non-exclusive right and limited term license to use in Object Code form in the Country and for Production Use one (1) copy of such Product Subscription or Portfolio Subscription for the term set forth in the License Key. Each Portfolio Subscription is licensed for use on a single computer, and its component parts or individual Product elements, if any, may not be separated for use on more than one computer. The license term for a Product Subscription or Portfolio Subscription shall commence upon Subscriber's receipt of the Serial Number and, unless earlier terminated, shall continue for the remaining current term of the Agreement or such shorter term (not less than one (1) month) as Subscriber may elect at the time the purchase order is delivered and reflected in the License Key (the "License Term"). The License Term (and each successive term) shall automatically renew at its expiration for a successive term equal to the then remaining term of the Agreement, or such shorter term (not less than one month) as a Subscriber may elect at the time of such renewal, unless either party gives notice of its election not to renew the License Term at least thirty (30) days prior to the expiration of the then-current term. The License Term for a particular Product Subscription or Portfolio Subscription shall terminate upon termination of the Agreement or in the event of non-renewal at the end of the then current License Term as provided in the preceding sentence.
 - (3) The fees in effect as of the date a Product Subscription or Portfolio Subscription license is initiated or renewed hereunder shall remain in effect for such Product Subscription or Portfolio Subscription until the expiration or renewal date of the License Term for such Product Subscription or Portfolio Subscription. On the renewal date, the prices in effect on such date shall be applicable.
 - (4) During the License Term, and any renewal term, all Product Subscriptions and Portfolio Subscriptions shall be entitled to all SELECT Program services that the same Products under a perpetual license would be entitled to receive.
 - (5) Subscriber recognizes that the Product Subscriptions and Portfolio Subscriptions are not licensed on a perpetual basis and are provided to Subscriber for use only for the applicable License Term or any renewal term. In no event will a Subscription License continue beyond the expiration or earlier termination of the SELECT Agreement under which it is granted. Subscriber recognizes that Product Subscriptions and Portfolio Subscriptions may be delivered to Subscriber with embedded time clocks, copy-protection mechanisms, or other security devices which may deactivate the Product Subscriptions or Portfolio Subscriptions after expiration of the applicable License Term or any renewal term ("Time Clocks"). Subscriber agrees that Time Clocks are not considered a defect of the Product Subscriptions or Portfolio Subscriptions and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not remove or evade Time Clocks.

- (6) In the event of any inconsistency between this Section 5.02(e) of Exhibit A and any other Section or Exhibit of this Agreement, or between this Section 5.02(e) of Exhibit A and the terms and conditions in the license agreement provided with any Product that is the subject of a Subscription License, this Section 5.02(e) of Exhibit A shall control with respect to Subscription Licenses, Product Subscriptions and Portfolio Subscriptions.
- (f) Client Software Benefits. Under the SELECT Program, if Client Software is designated as eligible on SELECT Online, Subscriber may aggregate all CALs (of any type, Device or User) and install and use the Client Software on any Device to access any properly licensed Server Products, for Production Use only, up to the total number of aggregate CALs licensed by Subscriber. Upon expiration or earlier termination of the Agreement, the terms of the license agreement provided with the Client Software and the CAL shall thereafter govern the use of such Client Software and the associated CAL, and Subscriber shall no longer be entitled to aggregate CALs as set forth in this Section.
- (g) SELECTserver. Subscriber may, upon Bentley's approval, and at no charge, license Bentley's SELECTserver Product (or such other server-based license management technology that Bentley may offer). If Subscriber elects to license Bentley's SELECTserver Product or otherwise elects to take advantage of certain licensing programs offered under this Agreement that require use of SELECTserver (including, but not limited to licensing under 5.02(a) and 5.02(f), of this Exhibit A), then Subscriber must install a SELECTserver at each site. The terms of Subscriber's use of the SELECTserver Product shall be as set forth in the license agreement provided with the SELECTserver Product, as such terms are amended or supplemented in this Agreement. The license rights granted to Subscriber for the SELECTserver Product (or such other server-based license management technology that Bentley may offer) shall terminate upon termination of this Agreement. Subscriber acknowledges that SELECTserver (or such other server-based license management technology that Bentley may offer) may be delivered to Subscriber with Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of the Product and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation

6. SELECT PROGRAM FEES.

- 6.01. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each Product licensed as of the Effective Date of this Agreement. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each additional Product licensed during the term hereof as of the date such additional Product license is purchased. With respect to the Products licensed by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed, as of the date of such purchase, shall remain in effect for the Subscriber until the date of the next renewal of this Agreement, at which time the fees shall be changed to those charged by Bentley as of such renewal date, provided that no changes in fees for Products covered shall be effective until thirty (30) days after Subscriber receives notice of such changes from an authorized Bentley representative. Subscription License fees as set forth in Section 5.02(e) of this Exhibit A are inclusive of SELECT Program coverage and no additional fees for SELECT Program coverage shall apply for Products licensed under a Subscription License.
- 6.02. Bentley shall initially invoice Subscriber for one (1) year of SELECT Program Fees for all Product licenses as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a pro-rated annual invoice for all Product licenses purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, all invoices for SELECT Program Fees for Product licenses shall be issued quarterly. Quarterly invoices reflecting new Product licenses will include a prorated amount reflecting coverage of the Product under the SELECT Program during the preceding calendar quarter plus the full amount for the current calendar quarter. Bentley may modify the timing of invoicing hereunder at any time.
- 6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on the local price and local currency of the Subscriber's Site where the related Products are used.
- 6.04. Certain Sites may be subject to an additional membership fee where such a fee is applicable generally to Bentley SELECT subscribers located in the same country as such Site.

Bentley SELECT Program Agreement
General Terms and Conditions
Exhibit B
Dated as of April, 2004

1. DEFINITIONS

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

- 1.01. **"Agreement"** means the SELECT Program Agreement executed by Bentley and the Subscriber and all exhibits, attachments and amendments as in effect from time to time.
- 1.02. **"Bentley Products"** or **"Products"** mean the software products, data and other materials, previously or hereafter distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion (including but not limited to distribution via SELECT Online through download or by ordering through CD format) that Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Updates thereto.
- 1.03. **"CAL"** means client access license.
- 1.04. **"Channel Partner"** or **"Bentley Channel Partner"** means individuals and companies who are authorized by Bentley to provide SELECT support services as set forth in Exhibit A, Section 2.
- 1.05. **"Client Software"** means software that allows a Device to access or utilize (or where applicable be managed by) Server Products (and, also where applicable, to utilize certain aspects of the Products when disconnected from the Server).
- 1.06. **"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.
- 1.07. **"Definition of Use"** shall have the meaning set forth in each License Key.
- 1.08. **"Device"** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server or other electronic device.
- 1.09. **"Distribute"** means distribution by Bentley through all means now known or hereinafter developed.
- 1.10. **"Document Set"** means, with respect to a Product, one copy of one or more user guides developed for use with such Product in electronic format or such other format as elected by Bentley in its sole discretion.
- 1.11. **"Effective Date"** means the date that this Agreement is accepted by Bentley as indicated on the first page of this Agreement.
- 1.12. **"Evaluation Use"** means the use of a Bentley Product solely for internal evaluation of such Product. Evaluation Use expressly excludes use in connection with ongoing projects, use for compensation of any kind, and Production Use.
- 1.13. **"External User"** means any User (not an organization) who is not: (i) one of Subscriber's full-time, part-time or temporary employees; or (ii) agency temporary personnel or an independent contractor on assignment at Subscriber's place of business or work-site.
- 1.14. **"License Key"** means the document furnished by Bentley in electronic or such other format as determined in Bentley's sole discretion, to Subscriber identifying the Product licensed, setting forth a Serial Number and authorizing use of a Product.
- 1.15. **"License Term"** shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.
- 1.16. **"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.
- 1.17. **"Online Agreement"** shall be defined as set forth in Exhibit A, Section 4 herein.
- 1.18. **"Order"** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.19. **"Pre-Existing Works"** shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.20. **"Platform Exchange"** shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.21. **"Portfolio Subscription"** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.22. **"Product Subscription"** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.23. **"Production Use"** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for internal production purposes, and excludes External Users and Service Bureau Use.
- 1.24. **"Proprietary Information"** shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.25. **"SELECT Online"** shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.26. **"SELECT Program Fee"** means the fee for SELECT Program services as set forth from time to time in Bentley's sole discretion.
- 1.27. **"SELECTserver"** means Bentley's server-based licensing technology.
- 1.28. **"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.
- 1.29. **"Server"** means one of Subscriber's computers that can run a Server Product.
- 1.30. **"Server Product"** means a Product that provides services or functionality to Subscriber's Server(s).
- 1.31. **"Service Bureau Use"** includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.
- 1.32. **"Site"** means a discrete geographic location.
- 1.33. **"Subscriber"** shall be defined as set forth on the front page of this Agreement.
- 1.34. **"Subscription License"** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.

- 1.35. **"Subscription Licensing"** means licensing of a product or portfolio of products as set forth in Section 5.02(e) of Exhibit A of this Agreement.
- 1.36. **"Technical Support"** means telephone, facsimile, Internet and electronic mail based support to assist a subscriber to the SELECT Program as described in Exhibit A, Section 2.02 of this Agreement.
- 1.37. **"Time Clocks"** shall be defined as set forth in Exhibit A, Section 5.02(e)(5) herein.
- 1.38. **"Update"** means a maintenance release of a Product
- 1.39. **"Upgrade"** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.40. **"Use"** (whether or not capitalized) means utilization of the Product by an individual or when a Product has been loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of a computer.
- 1.41. **"User"** means an individual person.
- 1.42. **"Work"** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.43. **"Work Product"** shall be defined as set forth in Exhibit C, Section 1.01 herein.

2. PAYMENT OF BENTLEY INVOICES.

- 2.01. **Payment Terms.** Subscriber shall pay each Bentley invoice for all Product licenses and services provided hereunder within thirty (30) days from the date of such invoice. Interest shall accrue on delinquent 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. Subscriber agrees that this interest rate is fair and reasonable. In the event any payment hereunder 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 rights under this Agreement to use Products, Product Subscriptions or Portfolio Subscriptions or to receive the services for which payment was not received.
- 2.02. **Taxes.** Subscriber shall be responsible for the payment of any and all applicable taxes, including but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley's net income).
- 2.03. **Local Price and Currency.** Calculation and payment of the SELECT Program Fee or any separate price for all Products and services hereunder shall be based on the local price and local currency of the Subscriber's Site where such Product or service is used.
- 2.04. **Records; Audit.** Subscriber shall maintain complete and accurate records of Product licenses prior to the date of this Agreement and its creation and use of the Products licensed hereunder to permit Bentley to determine whether Subscriber has complied with its obligations hereunder. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the Products. 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 at the offices of Subscriber during regular working hours.

3. INTELLECTUAL PROPERTY RIGHTS.

- 3.01. **Title; Reservation of Rights.** Subscriber acknowledges and agrees that:
- (a) The Products, including the Document Sets for each Product, and any information which Subscriber obtains through the SELECT Program or the use of SELECT Online or any other 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;
 - (b) The entire right, title and interest in and to the Products, the Document Sets, any information Subscriber obtains through the SELECT Program or the use of SELECT Online or any other means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;
 - (c) 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
 - (d) Bentley retains all rights not expressly granted.
- 3.02. **Source Code.** Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.
- 3.03. **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.
- 3.04. **Reproduction of Document Sets.** Subscriber may reproduce the Document Sets for its internal, non-commercial use only, but the cumulative number of such reproduced Document Sets may not exceed the number of Products licensed by Subscriber that correspond to the Document Sets.
- 3.05. **Reverse Engineering.** Subscriber shall not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate or create derivative works from the Products, 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 shall not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights. Subscriber shall not use the Products or Document Sets to develop functionally similar computer software.
- 3.06. **Proprietary Information.**
- (a) Subscriber understands and agrees that Bentley may, in connection with the provision of Products and services hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Bentley Products and to Bentley's technology and business practices (collectively "Proprietary Information"). Subscriber agrees to treat all Proprietary Information in accordance with this Section 3.06 of Exhibit B.
 - (b) Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in this 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.
 - (c) Subscriber shall only use Proprietary Information in furtherance of this Agreement, and may disclose Proprietary Information only to those employees required to have knowledge of same to perform their duties pursuant to this Agreement. Subscriber shall not disclose or make Proprietary Information available to any third party at any time.
 - (d) 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.
 - (e) Upon the termination or non-renewal of this Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.

- (f) 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 this 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.
- (g) Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.
- 3.07. 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. LIMITED WARRANTY; LIMITATION OF REMEDIES AND LIABILITY.**
- 4.01. Limited Warranty to Subscriber. Except for Products licensed under Section 5.02(b), Section 5.02(c) or Section 5.02(d) of Exhibit A hereof, 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 Document Set 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 this Agreement, then the warranties in this paragraph 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.
- 4.02. Exclusion of Warranties. THE WARRANTIES STATED IN PARAGRAPH 4.01 ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, SELECT SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY UNDER THIS AGREEMENT. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, SELECT 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, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTION DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.
- 4.03. Exclusive Remedy. The entire liability of Bentley and the sole and exclusive remedy of Subscriber 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 Document Set through a procedure different from that set forth in the Document Set, 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 Document Sets 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 Document Sets, or (b) Bentley advised Subscriber how to operate the Products so as to achieve the functionality described in the Document Sets.
- 4.04. Exclusion of Damages. IN NO EVENT SHALL BENTLEY AND ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION, COSTS OF DELAY, INTERRUPTION OF BUSINESS, LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, 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 JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.
- 4.05. 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.
- 4.06. Limitation of Bentley Liability. IN THE EVENT THAT, NOTWITHSTANDING PARAGRAPHS 4.01, 4.02, 4.03, 4.04 AND 4.05 OF THIS EXHIBIT B, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SELECT SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, 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) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 4.07. Indemnification by Bentley. 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 United States copyright, 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. 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. 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 this 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 by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product. This Paragraph 4.07 sets forth Subscriber's sole remedy for intellectual property infringement.
- 5. EXPORT CONTROLS.** The Products have been manufactured or developed in the United States of America and accordingly may be subject to U.S. export control laws, regulations and requirements. Regardless of any disclosure made by Subscriber to Bentley of an ultimate destination of the Products, Subscriber must not export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone outside the United States (including further export if Subscriber took delivery of the Products outside the United States) without first complying strictly and fully with all export controls that may be imposed on the Products by the United States Government or any country or organization of nations within whose jurisdiction Subscriber uses the Products. The countries subject to restriction by action of the United States Government are subject to change, and it is Subscriber's responsibility to comply with the United States Government requirements 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 Paragraph.

6. TERM; TERMINATION.

- 6.01. Term. This Agreement shall become effective on the Effective Date, and shall continue for the initial term of Subscriber's SELECT Program subscription set forth on Attachment I hereto, and shall automatically renew for terms of like tenure unless either party gives notice of its election to not renew the term at least thirty (30) days prior to the expiration of the then-current term.
- 6.02. Termination for Material Breach Either party may, at its option, terminate this Agreement in part or in whole in the event of a material breach of this Agreement by the other party. Any such termination may be effected 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 twenty-one (21) 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 this Exhibit B. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement; provided that, in the event of a payment breach and subject to the procedures set forth in Section 2.01 of Exhibit B, Bentley shall be entitled to terminate only the license or service to which such payment relates.
- 6.03. 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 or receivership then Bentley shall have the right to terminate this Agreement immediately by written notice.
- 6.04. 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. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products and the Definition of Use shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of SELECT Online
- 6.05. Reinstatement Following Termination. Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

7. MISCELLANEOUS.

- 7.01. Assignment. Subscriber shall not assign this Agreement or delegate its duties hereunder without prior written consent by Bentley. For purposes of this 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 SELECT Agreement. This Agreement may be assigned by Bentley to any successor in interest to Bentley's business or to any direct or indirect wholly-owned subsidiary of Bentley Systems, Incorporated.
- 7.02. Entire Agreement. This Agreement, together with the Exhibits and signed Amendments, if any, incorporate the entire agreement of the parties and supersede and merge all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of this 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 Section 7.03 of this Exhibit B.
- 7.03. Amendments. Except as otherwise contemplated herein with respect to updating, amending and supplementing the exhibits, this Agreement may only be amended or modified by a writing 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.
- 7.04. Notices. Notices under this Agreement shall be made or given as of the date of either hand delivery or mailing to such party, if sent prepaid certified mail or next day air delivery to the address set forth on the first page of this Agreement. All notices under this Agreement shall be addressed, if to Bentley, to its General Counsel, and if to Subscriber, to its authorized representative identified in this Agreement or in a subsequent notice to Bentley.
- 7.05. Force Majeure. Bentley shall not be liable for failure to fulfill the terms of this Agreement due to fire, strike, war, 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.
- 7.06. Waiver. The failure of either party to insist upon any of its rights under this 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.
- 7.07. Survival. The covenants contained in this 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 5.01(a), (b), (c) and (d) and 6.01 of Exhibit A, Sections 1, 2, 3, 4, 5, 6.04, 6.05 and 7 of Exhibit B, and Sections 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.14, 1.16 and 1.17 of Exhibit C) shall be enforceable notwithstanding said expiration or termination.
- 7.08. Severability. The provisions of this Agreement shall be severable and the invalidity or unenforceability of any one provision shall not affect any other unless otherwise noted.
- 7.09. Governing Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions. 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.
- 7.10. Arbitration. 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.
- 7.11. 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.
- 7.12. Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.
- 7.13. Headings. The headings in this Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

Bentley SELECT Program Agreement
Professional Services
Exhibit C
Dated as of April, 2004

1. Professional Services.

- 1.01. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform shall be set forth in one or more written descriptions labeled "SELECT Professional Services" and signed by Subscriber and Bentley (each an "Order"). Bentley shall have the right to accept or decline any proposed Order. Each Order 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. The services and other provisions described on the Order(s) are referred to collectively as the "Work" while the results of the Work, if any, are referred to as the "Work Product."
- 1.02. 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 Order.
- 1.03. 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.
- 1.04. 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.
- 1.05. 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. 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.
- 1.06. 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.
- 1.07. Perpetual License. Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free, non-exclusive and non-transferable 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.
- 1.08. Preexisting Works of Bentley. Notwithstanding Section 1.07 of Exhibit C hereof, Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Order, 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.
- 1.09. 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, including those that Subscriber considers to be proprietary or secret. 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.
- 1.10. 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.
- 1.11. Fees. Bentley shall be paid the fee as specified in each Order (which Bentley reserves the right to change upon at least sixty (60) days advance notice or at any time for any new Order or modified portion of an existing Order), or, if no fee is specified, at Bentley's customary rates for the level of personnel providing such services.
- 1.12. 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 Order along with all other out-of-pocket expenses incurred by Bentley.
- 1.13. Estimates. Estimates of total fees for projects may be provided in an Order, 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 actually rendered if Subscriber so chooses.
- 1.14. Confidentiality. In the performance of the Work, Bentley may acquire information of Subscriber which 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 and as maybe permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) 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.
- 1.15. Term. This Exhibit C will become effective as of the date of the first executed Order and will continue in effect through the completion of each Order.
- 1.16. Termination of Orders. Subscriber or Bentley may terminate any uncompleted Order at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the Order 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.
- 1.17. Prohibition on Hiring. Subscriber shall not solicit for employment or hire any Bentley employees providing professional services hereunder directly or indirectly for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.

Affix Attachment I on this page.

Agreement cannot be processed without Attachment I