



**BENTLEY SYSTEMS, INCORPORATED**  
**SELECT PROGRAM AGREEMENT**  
**NORTH AMERICA**

**Bentley SELECT**

Bentley SELECT Agreement CLA Number 10362373

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.

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, unless Bentley and Subscriber agree otherwise by a writing duly executed by authorized representatives of the parties, 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 Section 5 of Exhibit A to this Agreement and 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.**

CITY OF LINCOLN

BENTLEY SYSTEMS, INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

*Antonio Ierardo*

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

*Vice President*

Title \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address: 949 W. Bond Street, Suite 200  
 Lincoln, NE 68521

685 Stockton Drive  
 Exton, Pennsylvania 19341

Telephone: \_\_\_\_\_

Telephone: 610-458-5000

Date Signed: \_\_\_\_\_

Date Signed: *28 Apr 2014*

**MODIFIED**

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# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of January 2010

#### 1. General.

Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed and CALs acquired 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 may complete and submit to Bentley a supplemental form referenced by Bentley as Attachment 1 ("Attachment 1"), and if completed Attachment 1 shall be incorporated into this Agreement, provided that (except with respect to the duration of the initial term of the Agreement) in the event of any inconsistency between this Agreement and Attachment 1, this Agreement shall control with respect to Subscriber's SELECT Program subscription. 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.

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").

#### 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, CALs 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 released 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 such Upgrades and Updates become available. Subscriber shall also have the right to exchange, at no additional charge (other than shipping and

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 online agreement found at [www.bentley.com](http://www.bentley.com) (the "Online Agreement"):

4.01. Bentley may, from time to time, offer certain services, including, but not limited to, training 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 SELECT Online constitutes Subscriber 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.

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# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of January 2010

(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 it 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, with respect to any perpetually licensed Product, upon any termination of this Agreement 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 8.01 of Exhibit B, Subscriber shall not sell, transfer, assign, grant a security interest in, sublicense, loan, lease or rent any of its rights under its CALs or licenses to use Bentley Products without the prior written consent of Bentley. 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 CALs and licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such CAL or 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

disk, 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 and acknowledges that Bentley's SELECTserver will from time to time transmit to Bentley the usage log files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley or otherwise to transmit to Bentley true and accurate copies of such usage log files. 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 may be 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.**

(1) 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.

(2) For each of Subscriber's licenses of a Product designated by Bentley as eligible on SELECT Online, Subscriber may at no charge receive a single CAL allowing one additional User (which User may, under the terms of Section 5.02(f) of Exhibit A, be an External User) of that designated Product to install and use Client Software to access any properly licensed Server Products, for Production Use, and in accordance with Section 5.02(f) of Exhibit A. Such CALs granted 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

# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of January 2010

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, or acquire CALs, 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") for Production Use, in Object Code form and within the Country. Each Portfolio Subscription is licensed for use on a single computer at one time, and its component parts or individual Product elements, if any, may not be separated for use on more than one computer. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.
- (2) The license term for a Product Subscription or Portfolio Subscription shall commence upon Subscriber's receipt of the License Key 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 Subscription License for a CAL, Product Subscription or Portfolio Subscription is initiated or renewed hereunder shall remain in effect for such CAL, Product or Portfolio Subscription until the expiration or renewal date of the License Term for such

CAL, Product 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 Subscription Licenses for CALs, Product Subscriptions and Portfolio Subscriptions shall entitle Subscriber to all SELECT Program services that the same CALs or Products under a perpetual license would entitle Subscriber to receive.
- (5) Subscriber recognizes that the CALs, Products and Portfolios acquired or licensed under a Subscription License 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 CAL Subscriptions, Product Subscriptions and Portfolio Subscriptions may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of such Subscription Licenses 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 or CAL that is the subject of a Subscription License, this Section 5.02(e) of Exhibit A shall control with respect to Subscription Licenses.
- (f) **Client Software Benefits.** "Client Access License" or "CAL" is a license right to install and use Client Software and permit a User to access Server Products licensed by Subscriber. If Client Software is designated as eligible on SELECT Online, Subscriber may, up to the total number of CALs licensed by Subscriber, for Production Use only: (1) install and use Client Software; (2) permit Users, including External Users, to access Server Products licensed by Subscriber; and (3) access Server Products licensed by an External User, and the total number of CALs counted as used hereunder shall be the number of unique Users, which number shall include External Users, recorded in the usage log files transmitted pursuant to this Section 5.02(f), during the term of this Agreement. The parties acknowledge and agree that an External User may be permitted to access Server Products licensed by Subscriber using a CAL owned by that External User. Subscriber agrees to transmit to Bentley, upon Bentley's request, true and accurate copies of the usage log files generated by Server Products or such other Bentley licensing technology as may be required by Bentley from time to time, and information identifying any External User that has accessed Server Products licensed by Subscriber. Upon expiration or earlier termination of this 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 the Client Software Benefits as set forth in this Section.
- (g) **SELECTserver.** Subscriber may, upon Bentley's approval, and at no charge, receive a Subscription License for Bentley's SELECTserver Product (or such other server-based license management technology that Bentley may offer). 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

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# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of January 2010

Agreement. Subscriber acknowledges that SELECTserver (or such other server-based license management technology that Bentley may offer) may be delivered to Subscriber with embedded 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. Subscriber may not remove or evade Time Clocks. Subscriber agrees and acknowledges that Bentley's SELECTserver will from time to time transmit to Bentley the usage log files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley or otherwise to transmit to Bentley true and accurate copies of such usage log files.

#### 6. SELECT Program Fees

- 6.01. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each Product licensed or CAL acquired 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 or CAL acquired during the term hereof as of the date such additional Product license or CAL is purchased. With respect to the Products licensed or CALs acquired by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed or CALs acquired, 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 or CALs covered shall be effective until thirty (30) days after Subscriber receives notice of such changes. 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 or CALs acquired under a Subscription License.
- 6.02. Bentley shall initially invoice Subscriber for one (1) year of SELECT Program Fees for all Product licenses and CALs as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a prorated annual invoice for all Product licenses and CALs purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, invoices for SELECT Program Fees for Product licenses and CALs shall be issued quarterly or annually. Invoices reflecting new Product licenses or CALs will include a prorated amount reflecting coverage of the Product or CAL under the SELECT Program during the preceding invoice period plus the full amount for the current invoice period. 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 or CALs are used.

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# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

Dated as of January 2010

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 and Upgrades thereto.
- 1.03. **"CAL"** shall be defined as set forth in Exhibit A, Section 5.02(f) herein.
- 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 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 Subscriber's internal production purposes, and excludes External Users (except with respect to use of CALs and access of Server Products pursuant to Exhibit A, Section 5.02(f) herein) 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 all of the discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.
- 1.33. **"Subscriber"** shall be defined as set forth on the front page of this Agreement, and with respect to Use of Products the term **"Subscriber"** shall refer to: (i) one of Subscriber's full-time, part-time, or temporary employees; or (ii) agency temporary personnel or

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# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

Dated as of January 2010

- an independent contractor engaged in Production Use on assignment at Subscriber's place of business or work-site.
- 1.34. **"Subscription License"** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.35. **"Subscription Licensing"** means acquisition of a CAL or 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"** means copy-protection mechanisms, or other security devices which may deactivate Products or CALs, including Bentley's SELECTserver, after termination or expiration of the Agreement, any applicable License Term or any applicable renewal term.
- 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 or CAL 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 CALs, 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. 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 services, rights, and licenses provided under this Agreement.
- 2.02. **Taxes.** Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber by reason of the transactions contemplated by this Agreement, including, but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley's net income). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment of SELECT Program Fees to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber's payment of such taxes.
- 2.03. **Local Price and Currency.** Calculation and payment of the SELECT Program Fee or any separate price for all CALs, Products and services hereunder shall be based on the local price and local currency of the Subscriber's Site where such CAL, Product or service is used.
- 2.04. **Records; Audit.** Subscriber shall maintain complete and accurate records of CALs and Product licenses prior to the date of this Agreement and its creation and use of the CALs acquired and 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 CALs or 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 may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Document Sets except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.
- 3.06. **Proprietary Information.**
- (a) Subscriber understands and agrees that Bentley may, in connection with the provision of CALs, Products and services

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# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

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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 section shall be immediately terminated. This limited warranty gives Subscriber

specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.

4.02. **Exclusion of Warranties.** THE WARRANTIES STATED IN SECTION 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, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/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 INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, 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 STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

4.05. **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

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# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

Dated as of January 2010

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 SECTIONS 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, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) 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 copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim. 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 Section 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 Section.

#### 6. U.S. Government Restricted Rights.

If the Products are acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with restricted rights. The Products and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Products and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable.

#### 7. Term; Termination

7.01. **Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, and shall continue for an initial term of twelve (12) months (unless Attachment 1 provides for a longer duration of the initial term), 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.

7.02. **Termination for Material Breach.** Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be 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.

7.03. **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.

7.04. **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.

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# BENTLEY SELECT PROGRAM AGREEMENT

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### Exhibit B

Dated as of January 2010

- 7.05 **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.
8. Miscellaneous.
- 8.01. **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. Any purported assignment in violation of this provision shall be void and without effect.
- 8.02. **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 8.03 of this Exhibit B.
- 8.03. **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.
- 8.04. **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.
- 8.05. **Force Majeure.** Bentley shall not be liable for failure to fulfill the terms of this Agreement due to fire, strike, war, government regulations, acts of God, labor disturbances, acts of terrorism or other causes which are unavoidable and beyond its control.
- 8.06. **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.
- 8.07. **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, 7.04, 7.05 and 8 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.
- 8.08. **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.
- 8.09. **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.
- 8.10. **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.
- 8.11. **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.
- 8.12. **Change of Ownership.** Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.
- 8.13. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

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# BENTLEY SELECT PROGRAM AGREEMENT

## Professional Services

### Exhibit C

Dated as of January 2010

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 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 may be 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.

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BENTLEY SELECT PROGRAM AGREEMENT  
Professional Services  
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Dated as of January 2010

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 for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.

# BENTLEY SELECT PROGRAM AGREEMENT

## Training Subscriptions

### Exhibit D

Dated as of October 2009

1. **Definitions.** The definitions of certain terms used herein with initial capitalized letters, if not otherwise defined herein, shall have the definitions set forth in the Agreement.
2. **Applicability.** At Subscriber's request, and upon Bentley's approval, Subscriber may be entitled to subscribe to certain Product training services pursuant to the terms set forth in this Exhibit D. To be eligible to participate, Subscriber must have a valid Bentley SELECT® Program Agreement and must be current on all outstanding invoices for amounts owed to Bentley. Only employees of Subscriber are eligible to participate in the training subscription program benefits available under this Exhibit D.
3. **Bentley LEARN Program.** Through the Bentley LEARN Program subscription, Bentley shall offer certain training services to its SELECT Subscribers via a Learning Management System, computer-based online service, electronic bulletin board, Internet site or through technology developed in the future. Subscriber shall pay to Bentley, in return for Bentley LEARN Program benefits, the applicable Bentley LEARN Program subscription fee in effect as of the beginning of each term defined below in Section 4 of this Exhibit D. Bentley LEARN Subscribers will have access to Bentley's (i) OnDemand eLearning online content and (ii) Live Training in a Virtual Classroom as per the terms and requirements set forth below and in the Bentley Web Properties Terms of Use posted on [www.bentley.com](http://www.bentley.com) ("**Terms of Use**"):
  - (a) Bentley shall have the sole right to control the format, content, schedule, delivery and all other aspects of the OnDemand eLearning online content and Live Training in a Virtual Classroom, and specifically reserves the right to, at any time (i) modify the information provided through the OnDemand eLearning online content and Live Training in a Virtual Classroom or (ii) discontinue any portion of the OnDemand eLearning online content or Live Training in a Virtual Classroom.
  - (b) Subscriber shall use the OnDemand eLearning online content and Live Training in a Virtual Classroom only in accordance with and subject to the Agreement as supplemented by the Terms of Use. The Terms of Use supplements the Agreement, but does not supersede it in any respect. In the event of a conflict between the Terms of Use and the Agreement, the terms of the Agreement shall control.
  - (c) The non-transferable, non-perpetual, non-exclusive "right to use" license granted herein shall terminate immediately upon suspension or termination of Subscriber's Bentley LEARN Program subscription, or the Agreement. Upon such termination, Subscriber shall discontinue use of all OnDemand eLearning online content and Live Training in a Virtual Classroom.
4. **Term and Termination.** Training subscriptions offered under the terms of this Exhibit D shall become effective on the date that Bentley produces an invoice to Subscriber for such training subscription (the "**Training Subscription Effective Date**"). The initial term of a training subscription shall begin on the Training Subscription Effective Date and shall continue until the anniversary of the Effective Date of the Agreement (the "**Training Subscription Initial Term**"). Thereafter, the training subscription shall automatically renew for successive one (1) year terms commencing as of each anniversary of the Effective Date of the Agreement (each such term a "**Training Subscription Renewal Term**"), unless either party provides the other with written notice of its intent to terminate at least sixty (60) days prior to the end of the Training Subscription Initial Term, or the then current Training Subscription Renewal Term as applicable. In the event the training subscription is terminated by Subscriber or otherwise terminated through cancellation or termination of Subscriber's Bentley SELECT® Program Agreement prior to the end of the Training Subscription Initial Term or the then current Training Subscription Renewal Term, Subscriber shall remain responsible for the full amount of training subscription fees for the remainder of such term.
5. **Conflicts.** This Exhibit D must be read in conjunction with the other Exhibits to this Agreement, except that in the event of any inconsistency between this Exhibit D and any other Exhibit, this Exhibit D shall control with respect to Subscriber's training subscriptions.

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**BENTLEY SELECT PROGRAM AGREEMENT**  
**LICENSE SUBSCRIPTION PROGRAMS**  
**Exhibit LS**  
**Dated as of June 2013**

1. **Applicability.** At Subscriber's request, and upon Bentley's approval, Subscriber and/or its authorized LS Affiliates may be entitled to subscribe to a Bentley License Subscription Program, subject to the terms and conditions of this Exhibit LS. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

2. **License Subscription Programs.**

2.1 **Overview.** Upon Bentley's acceptance of Subscriber into a License Subscription Program, Subscriber shall be granted rights to Use certain Eligible Products and Bentley Passports without limitation as to the number of Employees who may Use such Eligible Products and Bentley Passports. Descriptions of Bentley's License Subscription Programs are available at [www.bentley.com](http://www.bentley.com) (with Bentley reserving the right to alter the eligibility requirements and offerings of any such License Subscription Programs at any time, in its sole discretion, and without any notice to Subscriber). Prior to participating in a License Subscription Program, Subscriber shall complete and acknowledge a License Subscription Order Form which shall designate the details of the specific License Subscription Program in which the Subscriber is opting to participate, as well as the applicable Eligible Products and corresponding LS Fees for participation in that License Subscription Program.

2.2 **LS Affiliate Participation.** Subject to the terms and conditions of this Exhibit LS, Subscriber's LS Affiliates shall be eligible to participate in the LS Program upon Bentley accepting said LS Affiliate into the LS Program. Except in cases where an LS Affiliate has executed a LS Affiliate Participation Letter, Subscriber agrees to remain responsible for its participating LS Affiliates' compliance with the terms and conditions of the Agreement. Moreover, with respect to any participating LS Affiliates, each LS Affiliate's respective LS Affiliate Agreement, if any, shall terminate immediately upon, and as a pre-condition to, such LS Affiliate's participation in the License Subscription Program.

2.3 **SELECT Coverage of Eligible & Ineligible Products.** During the term of Subscriber's participation in an LS Program, all Eligible Products shall receive SELECT Coverage. Ineligible Products that are: (i) Baseline Products, or (ii) licensed by Subscriber or any LS Affiliate during any term, shall not be eligible for or included in the LS Program, but shall nonetheless continue to be eligible for SELECT Coverage under the terms of the Agreement for so long as the Agreement remains in effect and Subscriber is current on all outstanding invoices issued pursuant to the Agreement.

2.4 **Bentley LEARN.** Certain LS Programs include the right of Subscriber to receive Bentley LEARN benefits, subject to the terms and conditions of Exhibit D, as indicated on Subscriber's License Subscription Order Form. Unless otherwise set forth on the License Subscription Order Form, ELS Programs include the right of Subscriber to receive on-site training under the Bentley LEARN program, while QLS Programs do not include such right.

3. **Eligible Product License Grant.**

3.1 **Production Use.** In consideration for full payment of the LS Fees, and provided that Subscriber is not otherwise in breach of the Agreement, Bentley hereby grants to Subscriber a non-exclusive, limited, revocable, non-transferable, non-assignable license to Use: (i) Eligible Products (excluding Non-SELECTserver Products) for Production Use during the term of the LS Program, without limitation as to the number of Employees who may Use the Eligible Products; and (ii) Non-SELECTserver Products for Production Use solely on the Device that corresponds to each node-locked license to a Non-SELECTserver Product.

3.2 **Evaluation Use.** In consideration for full payment of the LS Fee (and depending on which LS Program that Subscriber opts to participate in), Bentley hereby grants to Subscriber a limited, non-transferable, revocable, non-exclusive right to use Eligible Products for internal evaluation or testing use only (an "Evaluation License"); provided that such Evaluation Licenses are

only accessed through a dedicated SELECTserver hosted by Bentley (the "Evaluation Server"), and such licenses are not used for Production Use. Unless otherwise set forth in Subscriber's License Subscription Order Form, the duration of Subscriber's use of an Evaluation License shall not exceed ninety (90) days under an ELS Program, and shall not exceed ten (10) days under a QLS Program (each, respectively, an "Evaluation Period"). Upon the earlier of the conclusion of the Evaluation Period, the termination of the Agreement or Subscriber's participation in the LS Program, Subscriber shall discontinue use of all copies of Eligible Products used for evaluation hereunder and, upon request by Bentley, certify such destruction in writing. To the extent that an Evaluation License is used in breach of the restrictions set forth herein (an "Unauthorized Use"), then each such instance of Unauthorized Use shall count as an instance of Subscriber Daily Use. It is Subscriber's sole responsibility to ensure that all Evaluation Licenses are generated from the Evaluation Server, and Bentley shall have no obligation to adjust the LS Fee to account for evaluation use of Eligible Products under licenses generated by a SELECTserver other than an Evaluation Server.

4. **SELECTServer.**

4.1 **SELECTserver as a Prerequisite.** As a condition precedent of participating in the License Subscription Program, Subscriber must utilize fully the then current, most recent Upgrade to SELECTserver. Subscriber may deploy a single SELECTserver for purposes of managing multiple Subscriber Sites and LS Affiliate Sites located in more than one Country; provided, however, that: (i) such SELECTserver is configured to report Subscriber's Daily Use within the Country it occurs; and (ii) all Subscriber Use within a particular Country is initiated by a Site activation key that is unique to such Country. Subscriber agrees that it shall migrate Subscriber Daily Use reporting from all of Subscriber's and/or LS Affiliates' deployed SELECTservers to the most recent Upgrade to SELECTserver no later than twelve (12) months after its general commercial release by Bentley.

4.2 **Reporting.** Where SELECTServer is not hosted by Bentley, Subscriber and LS Affiliates shall either: (i) deploy the automatic transmission facility of SELECTserver for monthly or daily transmission of usage information to Bentley; or (ii) provide Bentley with monthly delivery of all usage information created by SELECTserver. With respect to delivery of usage information under sub-section (ii) above, each month's delivery shall be due within seven (7) days of the end of the month in which such usage information is generated, and Subscriber and LS Affiliates, if applicable, shall allow Bentley access to all Subscriber Sites and LS Affiliate Sites in order to verify the content of such manually transmitted usage information. Subscriber and each LS Affiliate shall also deploy any other Bentley licensing technology, as requested by Bentley in order to allow Bentley to monitor Subscriber Daily Use of Eligible Products by Subscriber and each eligible LS Affiliate during the term.

4.3 **No Modifications.** Subscriber agrees that neither Subscriber nor any of its eligible participating LS Affiliates shall edit, alter, delete, or otherwise revise in any manner the content of the usage information generated by SELECTserver. Bentley shall treat each usage information transmission or delivery as confidential information of Subscriber and each LS Affiliate. If Bentley fails to receive the required usage information, Subscriber shall transmit or deliver the required usage information to Bentley within fourteen (14) days after Bentley requests such information.

5. **LS Fee Calculation.**

5.1 **Total Eligible Product Fees.**

(a) For each Reset Period, "Eligible Product Peak Usage" shall be calculated by (i) determining the maximum Subscriber Daily Use of each Eligible Product over each pertinent Measurement Period (each a "Measurement Period Peak"); then (ii) for each Eligible Product, giving these Measurement Period Peaks an ordinal ranking from highest to lowest in the Reset Period and selecting the ranked Measurement Period Peak designated by Bentley for such Eligible Product under the applicable LS Program; and, finally, (iii) adding

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**LICENSE SUBSCRIPTION PROGRAMS**  
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**Dated as of June 2013**

to the selected Measurement Period Peak the number of licenses of such Eligible Product as Subscriber has designated Non-SELECTServer Products.

- (b) Eligible Product Fees shall be calculated as (i) Eligible Product Peak Usage times (ii) the then most current SELECT Program Fees as published by Bentley for the applicable Eligible Product times (iii) the Multiplier for such Eligible Product under the applicable LS Program.
- (c) Subscriber's "Total Eligible Product Fees" shall be the aggregate of the Eligible Product Fees across all Eligible Products Used by Subscriber during the Reset Period.

5.2 **Passport Fees.** For each Reset Period, Subscriber's Passport Fees shall be calculated as (i) the number of Subscriber's assigned Bentley Passport holders at the start of the Reset Period plus any new unique Bentley Passports used or assigned by Subscriber during the Reset Period times (ii) the then most current SELECT Program Fees as published by Bentley for Bentley Passports times (iii) the Multiplier for Bentley Passports under the applicable LS Program.

5.3 **LS Fees.** Subscriber's LS Fees for at least the first Reset Period shall be set forth on Subscriber's License Subscription Order Form. For each subsequent Reset Period, Subscriber's LS Fees shall be the greater of the Minimum LS Fees, or the sum of (i) Subscriber's Total Eligible Product Fees and (ii) Subscriber's Passport Fees for the immediate preceding Reset Period (the "Reset Calculation").

5.4 **LS Fee Calculation Definitions.**

- (a) "Eligible Product Peak Usage" shall have the meaning set forth in Section 5.1(a) of this Exhibit.
- (b) "Minimum LS Fees" means the minimum amount of LS Fees for each Reset Period as set forth or described in the License Subscription Order Form for Subscriber's LS Program.
- (c) "License Subscription Fees" or "LS Fees" means the fees payable each Reset Period to Bentley for Subscriber's (and/or its eligible participating LS Affiliates') participation in a License Subscription Program.
- (d) "Measurement Period" means, for each Eligible Product, the period over which Subscriber Daily Use is measured and compared in order to determine a Measurement Period Peak.
- (e) "Measurement Period Peak" shall have the meaning set forth in Section 5.1(a) of this Exhibit.
- (f) "LS Day(s)" means the calendar day beginning at 12:00:01 AM and ending at 11:59:59 PM in the time zone defined for each Site managed by SELECTserver. All usage log files reflecting Subscriber's Daily Use shall be translated into GMT time relative to the location of the Device on which an Eligible Product is used.
- (g) "Multiplier(s)" shall refer to the numerical value designated in Subscriber's applicable License Subscription Order Form which is used as part of the formula to calculate Subscriber's LS Fees during the term.
- (h) "Reset Period" shall mean the sub-periods during the Initial Term or any Renewal Term which include a designated number of Measurement Periods to be considered in calculating LS Fees as set forth in the License Subscription Order Form for Subscriber's LS Program.

- (i) "Reset Calculation" shall have the meaning set forth in Section 5.3 of this Exhibit.
- (j) "Subscriber Daily Use" shall mean the number of unique machines from which Subscriber and/or its participating LS Affiliates Use an Eligible Product during an LS Day.
- (k) "Total Eligible Product Fees" shall have the meaning set forth in Section 5.1(c) of this Exhibit.

6. **LS Program Fees & Payment Terms.**

6.1 **Invoice and Payment.** Unless otherwise set forth in Subscriber's License Subscription Order Form, payment of all LS Fees for Reset Periods shall be made annually or quarterly by Subscriber and shall be due to Bentley within thirty (30) days of receipt of an invoice. Subscriber's failure to remit payment of the appropriate LS Fee shall: (i) give Bentley the right to immediately suspend Subscriber's participation in the License Subscription until such time that the appropriate LS Fee is paid in full; and (ii) be treated as a material breach of the Agreement. For clarity, for any Ineligible Products licensed by Subscriber and their LS Affiliates that are not included in the LS Program, Bentley shall invoice Subscriber for the SELECT Program Fees for such Ineligible Products.

6.2 **LS Fee Adjustment.** The parties agree that Bentley may adjust the LS Fee for the then current Reset Period in the event additional Subscriber Sites or LS Affiliates Sites are added to the License Subscription Program. Moreover, in the event Bentley designates additional Eligible Products during any Reset Period, Subscriber shall have the rights, benefits and obligations set forth herein with respect to such additional designated Eligible Products. Subscriber shall not be invoiced for Subscriber Usage of any additional designated Eligible Products, however, until the next applicable annual or quarterly LS Fee determination, at which point Bentley shall include the additional designated Eligible Products when calculating the LS Fees for the next Reset Period.

7. **Term and Termination.**

7.1 **Term.** The minimum number of Reset Periods for Subscriber's LS Program subscription shall be designated on Subscriber's License Subscription Order Form, and shall commence on the date set forth therein (the "Initial Term"). Following expiration of the Initial Term, the terms of the License Subscription Program shall automatically renew for a successive minimum number of Reset Periods of like duration (each a "Renewal Term") unless: (i) Subscriber provides Bentley with written notice of its intent to terminate its participation in the LS Program no later than (A) one-hundred twenty (120) days prior to the end of the Initial Term or a then current Renewal Term for an LS Program with a term of more than six (6) months, and (B) thirty (30) days for an LS Program with a term of six (6) months or less, or (ii) Bentley provides Subscriber with written notice of its intent to terminate the LS Program no less than forty-five (45) days prior to the end of the Initial Term or a then current Renewal Term; with any such termination to be effective as of the end of such Initial Term or Renewal Term.

7.2 **Termination.** Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate Subscriber's participation in the LS Program upon thirty (30) days prior written notice in the event Subscriber is in breach of the terms and conditions of this Exhibit and/or Agreement, unless Subscriber cures such breach within such thirty (30) day period. Subscriber hereby acknowledges that this right to cure shall not be extended to any breach by Subscriber which by its nature cannot be cured within the aforementioned thirty (30) day cure period.

7.3 **Event of Termination.** In the event of a termination, expiration or non-renewal of Subscriber's participation in the LS Program and/or the Agreement, Subscriber's and all its participating LS Affiliates' rights to participate in the LS Program shall immediately terminate and Subscriber's and

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all LS Affiliates' license rights with respect to Bentley Products shall revert back to the license rights Subscriber and each LS Affiliate respectively had in the Baseline Products. In the event Subscriber and/or its LS Affiliates opt not to continue participating in the LS Program only, SELECT Coverage for such Baseline Products will continue under the terms and conditions of this Agreement (or for a LS Affiliate under a newly executed LS Affiliate Agreement), and Subscriber and each LS Affiliate shall remove all Eligible Products, except for the Baseline Products, from Subscriber Sites and LS Affiliate Sites no later than fourteen (14) days after the Subscriber's participation in the LS Program has ceased.

8. Miscellaneous.

8.1 Representations & Warranties. Subscriber hereby represents and warrants that: (i) it has the authority to bind itself and all of its LS Affiliates for the Eligible Products at the Subscriber Sites and LS Affiliate Sites set forth in the License Subscription Order Form (as applicable); and/or (ii) cause all of its LS Affiliates set forth in the License Subscription Order Form to sign an LS Affiliate Letter attached to the License Subscription Order Form, wherein such LS Affiliates agree to be bound by the terms of this Exhibit; and (iii) upon its delivery of a License Subscription Order Form, or (if applicable) Bentley's acceptance of an executed LS Affiliate Letter, this Exhibit will be valid and binding on Subscriber and each of its participating LS Affiliates.

8.2 Use of Eligible Products in a Terminal Server Environment. Subscriber agrees that it shall not use any Bentley Products on any multi-user computer network in a Terminal Server Environment without Bentley's prior written consent. If Bentley consents, any such use shall be subject to the terms of Exhibit T of the Agreement, and Subscriber shall deliver to Bentley (within ten (10) days of any request) reports, usage logs and any other reasonable information related to Subscriber's Terminal Server Environment to enable Bentley to accurately calculate the LS Fee during the term.

8.3 Terms are Confidential. Subscriber hereby acknowledges that the terms and conditions of this Exhibit and the applicable License Subscription Order Form are confidential in nature and Subscriber hereby agrees that neither it nor its LS Affiliates shall disclose the contents of the Exhibit and/or the License Subscription Order Form to any third party.

8.4 Product Time Out. Subscriber acknowledges that the licenses to the Eligible Products are for a set term and that Bentley shall have the right to terminate Subscriber's and any LS Affiliate's rights to the Eligible Products upon expiration of the term hereof. In the event Subscriber fails to pay the LS Fee, or upon termination of the Agreement for any other reason, the parties hereby agree that any timing out or expiration of the Eligible Products shall not be considered a "time bomb," defect or error with respect to the Eligible Products.

8.5 Conflicts. The terms herein must be read in conjunction with the other Exhibits to this Agreement, except that in the event of any inconsistency between the terms herein and any other Exhibit, the terms herein shall control with respect to Subscriber's participation in the License Subscription Program.

9. Definitions. Capitalized terms used in this Exhibit LS shall have the meanings set forth below or, if not otherwise defined herein, shall have the definitions set forth in the Agreement.

- (a) "**Baseline Product(s)**" means the Bentley Products licensed by Subscriber and/or all participating LS Affiliates immediately prior to the date the Subscriber and/or its participating LS Affiliates enter into the LS Program. Baseline Products shall be listed on Subscriber's License Subscription Order Form and/or as an attachment to the LS Affiliate Participation Letter (as applicable), with Bentley reserving the right to amend the list of Baseline Products from time-to-time to include any additional Bentley Products licensed on a perpetual basis by Subscriber or LS Affiliates after the commencement of the LS Program subscription.

- (b) "**Eligible Product(s)**" means the Bentley Products (including any Updates or Upgrades thereto) eligible for inclusion in a License Subscription Program, as designated and posted at: <http://selectservices.bentley.com/en-US/> (click on the "Eligible Software" link). The designation of Eligible Products may be amended from time-to-time in Bentley's sole discretion.
- (c) "**Employee(s)**" means (i) any full-time, part-time, or temporary employee of Subscriber or an LS Affiliate, or, (ii) any temporary, term or contract professional or service personnel or employees who work at Subscriber Sites or LS Affiliates Sites, and whose work is supervised or managed by Subscriber or an LS Affiliate and for whom Subscriber or an LS Affiliate remains responsible.
- (d) "**Ineligible Product(s)**" means Bentley Products that are not Eligible Products.
- (e) "**Initial Term**" shall have the meaning set forth in Section 7.1 of this Exhibit.
- (f) "**License Subscription Order Form(s)**" is the order form wherein Bentley shall indicate Subscriber's LS Program, Eligible Products, Reset Periods, Initial Term and corresponding LS Fees. The parties agree that the License Subscription Order Form shall constitute a part of this Exhibit LS and be governed by the terms and conditions of this Agreement.
- (g) "**License Subscription Program(s)**" or "**LS Program(s)**" shall refer to the licensing programs, described at [www.bentley.com](http://www.bentley.com), under which Subscriber may Use Eligible Products under the terms and conditions of this Exhibit LS.
- (h) "**LS Affiliate(s)**" shall mean: (i) an Affiliate; or (ii) any incorporated or non-incorporated entity: (A) listed on the License Subscription Order Form, or (B) whose participation in the LS Program is approved by Bentley upon such entity's execution of a LS Affiliate Participation Letter. The License Subscription Order Form may be amended by Bentley from time-to-time throughout the term to update the list of Subscriber's LS Affiliates.
- (i) "**LS Affiliate Agreement(s)**" means a pre-existing SELECT Program Agreement, if any, between a LS Affiliate and Bentley.
- (j) "**LS Affiliate Participation Letter(s)**" shall refer to a form letter attached to the License Subscription Order Form, wherein LS Affiliates can opt individually to participate in the LS Program under the terms set forth herein, subject to Bentley's acceptance of the LS Affiliate into the LS Program.
- (k) "**Non-SELECTserver Product(s)**" means Baseline Products which are Eligible Products installed at a Subscriber Site but not initiated by or deployed from a SELECTserver.
- (l) "**Renewal Term(s)**" shall have the meaning set forth in Section 8.1 of this Exhibit.
- (m) "**SELECT Coverage**" means the SELECT Program benefits applicable to Bentley Products as set forth in the Agreement.
- (n) "**Subscriber Site(s)**" or "**LS Affiliate Site(s)**" shall mean the discrete geographic locations from which Subscriber or its participating LS Affiliates conduct their respective operations. The definition of "Site" in Exhibit B of the Agreement is explicitly superseded by the foregoing definition for purposes of this Exhibit LS.

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**BENTLEY SELECT PROGRAM AGREEMENT**  
**TERMINAL SERVER**  
**Exhibit T**  
**Dated as of October 2011**

1. **Definitions.** The definitions of certain terms used herein with initial capitalized letters, if not otherwise defined herein, shall have the definitions set forth in the Agreement.
  - (a) "Terminal Server" means a device on which a Microsoft server operating system is installed.
  - (b) "Terminal Server Environment" means the Microsoft server operating system or application virtualization software which, when installed on a Terminal Server, provides clients access to Windows based applications running entirely on such a server and supports multiple client sessions on the server.
2. **Use of Bentley Products with Terminal Server.** Subscriber may use Bentley Products for Production Use only on a multi-user computer network in a Terminal Server Environment, and to install properly licensed Bentley Products on one or more Terminal Servers subject to the following conditions:
  - (a) Subscriber acknowledges that Bentley Products are presently not certified for use in a Terminal Server Environment, and that Subscriber is solely responsible for testing and supporting Bentley Products for operation in a Terminal Server Environment.
  - (b) The number of Users that use a Bentley Product at a Subscriber Site (whether or not such use is made via a Terminal Server) during any one interval shall not exceed the number of copies of such Product for which Subscriber has licenses at such Site.
  - (c) For each Terminal Server on which Bentley Products are installed, Subscriber hereby agrees to activate product licensing with Bentley's SELECTserver, or such other licensing technology as may be required by Bentley from time to time, to monitor usage of the Bentley Products via the Terminal Server. SELECTserver shall be installed and maintained in a mode that recognizes each session started via Terminal Server as requiring its own unique license.
  - (d) The products running from the Terminal Server must be activated to a SELECTserver, such that the Terminal Server must accurately provide SELECTserver individual computer names or a means to accurately identify product sessions initiated from the Terminal Server. Subscriber agrees to transmit to Bentley on a monthly basis 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.
  - (e) Subscriber shall, upon seven (7) days advance written notice by Bentley, permit reasonable inspection and copying of the usage log files by Bentley or a third-party auditor retained by Bentley at the offices of Subscriber during regular working hours.
3. **Warranty Disclaimer.** Bentley Products used in a Terminal Server Environment shall be excluded from the warranties described in Exhibit B of the Agreement.
4. **No Technical Support.** Bentley will not provide Subscriber with the technical support services described in Exhibit A of the Agreement for problems, errors or other operating difficulties caused by or related to Subscriber's use of Bentley Products in a Terminal Server Environment.
5. **Termination of Rights.** For purposes of clarity, Subscriber's right to use Bentley Products in a Terminal Server Environment shall terminate in the event of any termination or non-renewal of the Agreement, notwithstanding that such products are licensed on a perpetual basis.

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**Amendment No. 1**  
to  
**Bentley SELECT Program Agreement (CLA No. 10362373)**

This Amendment No. 1 (the “**Amendment**”) is made this 28th day of April 2014 by and between Bentley Systems, Incorporated, a Delaware corporation, with its principal office and place of business at 685 Stockton Drive, Exton, Pennsylvania 19341 (“**Bentley**”), and City of Lincoln, a Nebraska municipal corporation, with principal offices at 949 W. Bond Street, Suite 200, Lincoln, NE 68521 (“**Subscriber**”).

WHEREAS, Bentley and Subscriber are parties to that certain Bentley SELECT Program Agreement (Agreement No. 4000453), effective as of March 14, 2009 (the “**2009 Agreement**”);

WHEREAS, Bentley and Subscriber concurrently with the execution hereof have executed a new Bentley SELECT Program Agreement (CLA No. 10362373), effective as of the Effective Date (the “**Agreement**”), which replaces and supersedes the 2009 Agreement in all respects; and

WHEREAS, Bentley and Subscriber desire to amend the Agreement on the terms and conditions stated in this Amendment;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties do hereby covenant, promise and agree as follows:

1. **Continuity of Definitions.** Unless defined in this Amendment, any capitalized term herein has the meaning stated in the Agreement.
2. **Effective Date.** Section 1.11 of Exhibit B to the Agreement is deleted in its entirety and replaced with the following:

“1.11 “**Effective Date**” means March 14, 2014.”

3. **Taxes.** Section 2.02 of Exhibit B to the Agreement is amended by deleting the first sentence thereof and replacing it with the following:

“Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber by reason of the transactions contemplated by this Agreement, including, but not limited to sales, use, occupation, value added, and excise taxes (except for taxes based on Bentley’s net income).”

4. **Proprietary Information.** Section 3.06 of Exhibit B to the Agreement is amended by inserting after the last sentence thereof the following:

“(h) Notwithstanding the foregoing restrictions, Subscriber may disclose any Proprietary Information to the extent required by an order of any court or other governmental authority or as required by law, but in each case only after Subscriber notifies Bentley of

the possible disclosure in advance and Bentley has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.”

5. **Exclusion of Damages.** Section 4.04 of Exhibit B to the Agreement is amended by inserting in the tenth (10th) line thereof, immediately following the phrase “DOCUMENTATION, OR” and immediately before the phrase “LIABILITIES TO THIRD PARTIES” the following:

“, EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.07(a) OF EXHIBIT B TO THIS AGREEMENT,”

6. **Limitation of Bentley Liability.** Section 4.06 of Exhibit B to the Agreement is deleted in its entirety and replaced with the following:

**“4.06 Limitation of Bentley Liability.** IN THE EVENT THAT 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, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY’S CUMULATIVE LIABILITY HEREUNDER, EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 4.07(a) OF EXHIBIT B TO THIS AGREEMENT, SHALL NOT EXCEED THE SUM OF TWO HUNDRED THOUSAND DOLLARS (\$200,000). 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.”

7. **Indemnification by Bentley.** Section 4.07 of Exhibit B to the Agreement is deleted in its entirety and replaced with the following:

**“4.07 Indemnification by Bentley.**

- (a) Subject to the limitations set forth herein, Bentley shall defend Subscriber against any claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party’s copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party’s trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use (an **“Infringement Claim”**), 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’s defense of Subscriber shall include payment of all litigation and court costs incurred by Bentley after Bentley assumes control, reasonable attorney’s fees and court costs accrued by the Subscriber up to the date that Bentley assumes control over the defense and

settlement and any damages finally awarded against Subscriber or amounts agreed to in a settlement of the Infringement Claim. Bentley shall not be liable to Subscriber for any costs (including reasonable attorney's fees) incurred by Subscriber after the date Bentley has provided Subscriber with written notice that it shall assume sole control of the defense and settlement of the Infringement Claim. Within thirty (30) days of receiving notice of an Infringement Claim Subscriber shall notify and offer to Bentley the opportunity to exercise sole control of the defense and any settlement of the Infringement Claim. Bentley shall have thirty (30) days from the date said notification is received to assume sole control of the defense and settlement of the Infringement Claim.

- (b) 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 (20%) for each elapsed year since the commencement of the license for such copy. In no event shall Bentley's liability under this Section 4.07(b) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.
- (c) 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 material 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.

This Section 4.07 sets forth Subscriber's sole remedy for intellectual property infringement."

8. **Term of SELECT Agreement.** Section 7.01 of Exhibit B to the Agreement is deleted in its entirety and replaced with the following:

**"7.01 Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, and shall continue for a term of three (3) years."

9. **Governing Law.** Section 8.09 of Exhibit B to the Agreement is amended by deleting the phrase "Commonwealth of Pennsylvania," and inserting in its place the phrase "State of Nebraska."

10. **Arbitration.** Section 8.10 of Exhibit B to the Agreement is deleted in its entirety.
11. **Expenses.** Section 1.12 of Exhibit C to the Agreement is deleted in its entirety and replaced with the following:
- “**1.12 Expenses.** Subscriber shall pay such travel and living expenses incurred by Bentley employees in the performance of Work as Subscriber and Bentley may agree in an Order or other separate writing signed by their respective authorized representatives.”
12. **Estimates.** Section 1.13 of Exhibit C to the Agreement is amended by inserting before the first sentence thereof the following:
- “This Section 1.13 applies only to Orders priced on a time and materials basis.”
13. **Prohibition on Hiring.** Section 1.17 of Exhibit C to the Agreement is deleted in its entirety and replaced with the following:
- “**1.17 Prohibition on Hiring.** Subscriber shall not solicit for employment any Bentley employees providing professional services hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.”
14. **Term of Training Subscription.** Section 4 of Exhibit D to the Agreement is deleted in its entirety and replaced with the following:
- “**4. Term and Termination.** Training subscriptions offered under the terms of this Exhibit D shall become effective on the Effective Date. The initial term of Subscriber’s training subscription shall begin on the Effective Date and shall continue for a term of three (3) years (the “**Training Subscription Initial Term**”). In the event the training subscription is terminated by Subscriber or otherwise terminated through cancellation or termination of Subscriber’s Bentley SELECT® Program Agreement prior to the end of the Training Subscription Initial Term, Subscriber shall remain responsible for the full amount of training subscription fees for the remainder of such term.”
15. **Term of Enterprise License Subscription.** Section 7.1 of Exhibit LS to the Agreement is deleted in its entirety and replaced with the following:
- “**7.1 Term.** The initial term of Subscriber’s License Subscription Program subscription shall commence on March 14, 2014, and expire on March 13, 2017 (the “**Initial Term**”). Upon expiration of the Initial Term, and on each anniversary thereof, Subscriber’s License Subscription Program shall renew for successive one year terms (each a “**Renewal Term**”) only by agreement of the parties.”
16. **Precedence of License Subscription Order Form.** Section 9(f) of Exhibit LS to the Agreement is amended by inserting after the last sentence thereof the following:



“In the event of any conflict between the Agreement, as amended, and any applicable License Subscription Order Form relating to Subscriber’s License Subscription Program, the applicable License Subscription Order Form shall control.”

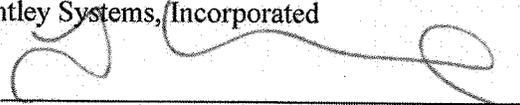
- 17. **Confidentiality.** Bentley asserts this Amendment and all terms and conditions set forth herein are Bentley Proprietary Information, as set forth in Exhibit B Section 3.06 of the SELECT Agreement, and that same should be held in strict confidence.
- 18. **Legal Effect.** The modifications set forth in this Amendment are effective as of the Effective Date. Except as expressly amended or modified by the terms of this Amendment, all other terms of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.
- 19. **Headings.** The headings used in this Amendment are for convenience of reference only and shall not be used to define the meaning of any provision.

IN WITNESS WHEREOF, the parties represent and warrant that this Amendment is executed by duly authorized representatives of each party as set forth below.

City of Lincoln

Bentley Systems, Incorporated

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Antonio Ierardo

Print Title: \_\_\_\_\_

Print Title: Vice President

Date: \_\_\_\_\_

Date: 28 Apr 2014

*The information contained in this Amendment is proprietary of Bentley Systems, Incorporated, and is not to be disclosed to any third party without Bentley's express prior written consent.*

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## LICENSE SUBSCRIPTION ORDER FORM<sup>1</sup>

Welcome to Bentley's License Subscription Program. This order form lists the specific details of the License Subscription Program that Subscriber has agreed to participate in, as described in Exhibit LS of Subscriber's SELECT Program Agreement. This order form designates which particular License Subscription Program is applicable to Subscriber, and establishes the duration of Subscriber's participation in the program, the corresponding License Subscription Fees, and other details regarding the program. The parties agree to the following:

- **SUBSCRIBER:** City of Lincoln  
949 W. Bond Street, Suite 200  
Lincoln, NE 68521
- **SELECT PROGRAM AGREEMENT CLA #:** 10362373
- **ULTIMATE ACCOUNT ID #:** 1001387820
- **APPLICABLE LICENSE SUBSCRIPTION PROGRAM:** ENTERPRISE LICENSE SUBSCRIPTION (ELS)
- **ELS PROGRAM COMMENCEMENT DATE:** March 14, 2014
- **INITIAL TERM:** ELS Program Commencement Date through March 13, 2017
- **RENEWAL TERM:** Successive one (1) year terms following the Initial Term, unless otherwise agreed by the parties in a signed writing at expiration of the Initial Term.
- **RESET PERIOD:** The annually recurring twelve (12) month period commencing each March 14 and ending each March 13.
- **RESET CALCULATION SCHEDULE:** Commencing at the end of the third year of the Initial Term, and annually thereafter, Bentley shall determine Subscriber's LS Fee for the next year based on Subscriber's license use during the immediately preceding year.
- **MEASUREMENT PERIOD:** Each month during the pertinent Reset Period, with each month commencing on the 15th day of the applicable calendar month and ending on the 14th day of the following month.

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<sup>1</sup> Any capitalized terms used in this License Subscription Order Form (or alternatively "order form") shall have the meanings set forth in this order form, or as set forth in Subscriber's SELECT Agreement (including any and all Exhibits thereto, specifically including Exhibits D & LS, as may be updated periodically by Bentley from time-to-time). This License Subscription Order Form is deemed a part of Subscriber's SELECT Agreement, and is therefore governed by the terms and conditions of Subscriber's SELECT Agreement, and any and all Exhibits thereto.

- **RANKED MEASUREMENT PERIOD PEAK:**

<b>ELIGIBLE PRODUCT</b>	<b>RANKED MEASUREMENT PERIOD PEAK</b>
AEP Products	Highest
All Eligible Products	2nd Highest

- **MULTIPLIER:**

<b>ELIGIBLE PRODUCT</b>	<b>MULTIPLIER</b>
AEP Products	2.5
All Eligible Products	2.5

- **ANNUAL LS FEES:**

1. The LS Fee for the first year of the Initial Term will be \$39,880.91.
2. The LS Fee for the second year of the Initial Term will be \$42,871.98.
3. The LS Fee for the third year of the Initial Term will be \$46,087.38.
4. Unless otherwise agreed by the parties in a signed writing at expiration of the Initial Term, the LS Fee for any Renewal Term shall be the greater of (a) the LS Fee for the immediately preceding Reset Period, or (b) the Reset Calculation.

- **BENTLEY LEARN INCLUDED?** Yes, per the terms of Exhibit D to the Agreement

- Distance Learning
- Online Content

- **SELECTSERVER:** Hosted

- **PAYMENT TERMS:** Net thirty (30) days

- **LS AFFILIATES:** None

- **BASELINE PRODUCTS:**

Site ID	Subscriber Site(s)	Part #	Baseline Product(s)	Quantity
4010905	City of Lincoln	1069	Bentley GEOPAK Civil Eng. Suite	4
4010905	City of Lincoln	2196	Bentley PowerMap	9
4010905	City of Lincoln	1013	Bentley Descartes for MS	1
4010905	City of Lincoln	1003	MicroStation	31
4010905	City of Lincoln	1005	MicroStation PowerDraft	1

- **INELIGIBLE PRODUCTS:** None

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- **SUBSCRIBER:** City of Lincoln  
949 W. Bond Street, Suite 200  
Lincoln, NE 68521
- **SELECT PROGRAM AGREEMENT CLA #:** 10362373
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<sup>1</sup> Any capitalized terms used in this License Subscription Order Form (or alternatively "order form") shall have the meanings set forth in this order form, or as set forth in Subscriber's SELECT Agreement (including any and all Exhibits thereto, specifically including Exhibits D & LS, as may be updated periodically by Bentley from time-to-time). This License Subscription Order Form is deemed a part of Subscriber's SELECT Agreement, and is therefore governed by the terms and conditions of Subscriber's SELECT Agreement, and any and all Exhibits thereto.

- **RANKED MEASUREMENT PERIOD PEAK:**

<b>ELIGIBLE PRODUCT</b>	<b>RANKED MEASUREMENT PERIOD PEAK</b>
AEP Products	Highest
All Eligible Products	2nd Highest

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<b>ELIGIBLE PRODUCT</b>	<b>MULTIPLIER</b>
AEP Products	2.5
All Eligible Products	2.5

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Site ID	Subscriber Site(s)	Part #	Baseline Product(s)	Quantity
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4010905	City of Lincoln	1013	Bentley Descartes for MS	1
4010905	City of Lincoln	1003	MicroStation	31
4010905	City of Lincoln	1005	MicroStation PowerDraft	1

- **INELIGIBLE PRODUCTS:** None