

## Virtuosity USER AGREEMENT

**This Virtuosity User Agreement** (together with the End User License Agreement, the “**Agreement**”) is made as of the Effective Date by and between: (i) Bentley Systems International Limited, if you are located outside of the geographic boundaries of the United Kingdom, the United States or Canada; (ii) Bentley Systems (UK) Limited, if you are located within the geographic boundaries of the United Kingdom; or (iii) Bentley Systems, Incorporated if you are located within the geographic boundaries of the United States or Canada, dba Virtuosity, Inc., and you the subscriber (“**Subscriber**”).

VIRTUOSITY PROVIDES THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE END USER LICENSE AGREEMENT (EULA). THE TERMS AND CONDITIONS OF THE EULA ARE INCORPORATED HEREIN AND APPLY TO THE LICENSING OF SOFTWARE AND ALL SERVICES PROVIDED UNDER THIS PRACTITIONER SUBSCRIPTION. BY CLICKING THE “ACCEPT” BUTTON BELOW, AND/OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, SUBSCRIBER (A) ACCEPTS THIS AGREEMENT AND AGREES THAT SUBSCRIBER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) IF AN INDIVIDUAL, SUBSCRIBER IS 18 YEARS OF AGE OR OLDER; AND (II) SUBSCRIBER HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND SUBSCRIBER TO ITS TERMS.

### PRACTITIONER SUBSCRIPTION

#### 1. Practitioner Licenses.

- 1.01. A Practitioner License is a Subscription granting rights and benefits to a specific named user. The Subscription Term for a Practitioner License is the twelve-month term (the “Term”) starting on the date set forth in the invoice.
- 1.02. Subscriber shall pay to Virtuosity Subscription Fees for each Practitioner License purchased.
- 1.03. A Practitioner License may be re-assigned by Virtuosity upon the request of the Subscriber, subject to the following restrictions. After an initial 24-hour open user assignment period, during which time Subscriber may reassign the Practitioner License one or more times, the Practitioner License will then be locked for 30 days, during which time no assignments can be made. At the end of that 30-day period, the Practitioner License will again be available for re-assignment, if necessary. Any re-assignment will start the 24-hour open user assignment period again, followed by a 30-day lock.

#### 2. Virtuosity Support Services

Virtuosity may provide Technical Support services to Subscriber, which include telephone, electronic mail, and Internet based support to assist Subscribers regarding the use of Virtuosity Software and Services and will use reasonable efforts to respond in a timely manner.

#### 3. Virtuosity Expert Services

- 3.01. Expert Services can be ordered exclusively through the Virtuosity Webstore. Expert Services include Virtuosity Trainings, Mentoring, Fit-for-purpose courses and Analysis projects.
- 3.02. Expert Services may be purchased through the webstore with Keys. Each Key is an electronic token that is valid for twelve months from the date of purchase and which shall expire at the end of the twelve-month term without any right to reimbursement for unused Keys. Additional Keys may be purchased through the Virtuosity webstore. Keys are redeemed on a first-purchased first-used basis such that when a Subscriber purchases Expert Services the Subscriber's oldest Keys will be redeemed first.

#### 4. Payment Terms

- 4.01. The Subscriber must pay Virtuosity all fees set forth in the webstore order form without set off, delay, or chargeback using the payment methods identified in the webstore.
- 4.02. If any payment has not been made in accordance with this Agreement, Virtuosity may, at its absolute discretion, immediately cease providing the Software and Services.
- 4.03. All prices are exclusive of Value Added Tax (VAT) and/or any other levies or taxes imposed.

#### 5. Proprietary Information.

- 5.01. Subscriber understands and agrees that Virtuosity may, in connection with the provision of Subscriptions, Software and Services hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Virtuosity Products and to Virtuosity's technology and business practices (collectively “Proprietary Information”). Subscriber agrees to treat all Proprietary Information in accordance with this Section 5.
- 5.02. 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 Virtuosity. All such copies shall be marked by Subscriber as proprietary and confidential information.
- 5.03. 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.
- 5.04. 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.
- 5.05. Upon the termination or non-renewal of this Agreement, Subscriber shall return to Virtuosity or, if so requested, destroy all Proprietary Information in its possession.
- 5.06. 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

### GENERAL TERMS AND CONDITIONS

no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.

5.07. Subscriber shall promptly inform Virtuosity upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

## **6. 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 Virtuosity's written consent to do so.

## **7. Warranty for Services.**

**Exclusion of Warranties. THE WARRANTIES STATED IN SECTION 7 ARE VIRTUOSITY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY VIRTUOSITY UNDER THIS AGREEMENT. VIRTUOSITY DOES NOT WARRANT THAT THE PRODUCTS, SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR FREE. VIRTUOSITY 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.**

## **8. Term; Termination**

8.01. Term. This Agreement and Subscriber's access to purchased Virtuosity software and services shall become effective as set forth in Section 1.01, shall continue for an initial term of twelve (12) months, 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.

8.02. 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 affected only through a written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the Party in breach shall have 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, Virtuosity shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 4. The failure of Subscriber to pay an outstanding invoice of Virtuosity shall always constitute a material breach of this Agreement.

8.03. 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.

## **9. Miscellaneous.**

9.01. Assignment. Subscriber shall not assign this Agreement or delegate its duties hereunder without prior written consent by Virtuosity. This Agreement may be assigned by Virtuosity to any successor in interest to Virtuosity business or to any direct or indirect wholly owned subsidiary of Bentley Systems International Limited. Any purported assignment in violation of this provision shall be void and without effect.

9.02. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes and merges 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 Virtuosity confirmation shall apply to each order accepted or shipped by Virtuosity hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Virtuosity acknowledges such terms and conditions, shall not be binding on the parties unless both Parties expressly agree in a separate writing as provided.

9.03. 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. All notices under this Agreement shall be addressed, if to Virtuosity, to its General Counsel at the address set forth on the first page of this Agreement, and if to Subscriber, to its authorized representative identified in the invoice or in a subsequent notice to Virtuosity.

9.04. Force Majeure. Virtuosity 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.

9.05. 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.

9.06. 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 and 6) shall be enforceable notwithstanding said expiration or termination.

9.07. 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.

9.08. Governing Law. If you are located outside the geographic boundaries of the United Kingdom, the United States or Canada, this Agreement will be governed by and construed in accordance with the substantive laws in force in Ireland, and the courts located in Ireland shall have exclusive jurisdiction over all disputes relating to this Agreement. If you are located within the geographic boundaries of the United Kingdom, this Agreement will be governed by and construed in accordance with the substantive laws of England and Wales, and the courts located in England shall have exclusive jurisdiction over all disputes relating to this Agreement. If you are located within the geographic boundaries of the United States or Canada, this Agreement will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, and the state courts located in Chester County, Pennsylvania and the federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction over all disputes relating to this Agreement. To the maximum extent permitted by applicable law, the Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and the provisions of the Uniform Computer Information Transactions Act, as they may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement.

9.09. Independent Contractor. Virtuosity'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.

9.10. Headings. The headings in this Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

## **10. Definitions.**

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

- 10.01. "Agreement" means this Agreement and the End User License Agreement.
- 10.02. "Virtuosity Products" or "Products" mean the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Virtuosity during the term of this Agreement) distributed by Virtuosity through delivery mechanisms determined in Virtuosity's sole discretion through download that Virtuosity makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Updates and Upgrades thereto.
- 10.03. "Country" means the country: (i) where the Product is first obtained from Virtuosity 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.
- 10.04. "Documentation" means descriptive, interactive or technical information resources pertaining to Products, Subscriptions or Services.
- 10.05. "Effective Date" means the date indicated on the invoice.
- 10.06. "Proprietary Information" shall be defined as set forth in Section 5 herein.
- 10.07. "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 an independent contractor engaged in Production Use and working under Subscriber's direct supervision and control.
- 10.08. "Subscription Fee" means the fee for a Subscription as published from time to time in Virtuosity's sole discretion.
- 10.09. "Subscription Term" shall be defined as set forth in Section 8 herein.
- 10.10. "Technical Support" means telephone, Internet and electronic mail-based support to assist a Subscriber with the use of the Subscription.
- 10.11. "Update" means a maintenance release of a Product.
- 10.12. "Upgrade" means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 10.13. "Usage Data" means such data or information as Virtuosity may collect relating to Subscriber's installation, access or use of Products, Product features and functionality, and other Virtuosity services.
- 10.14. "Use" (whether or not capitalized) means utilization of the Product and/or Services by an individual.