

# Bentley SELECT Program Agreement

Plaxis Software Rider  
Dated as of February 2019

1. **Definitions.** Unless defined within this Plaxis Software Rider, all capitalized words, terms and phrases here in shall have the same meaning as provided in Exhibit B of the Agreement.
2. **Applicability.** The additional SELECT Program benefits described herein are applicable only to Subscriber's current version of Plaxis 2D or Plaxis 3D software ("**PLAXIS Software**"). Bentley reserves the right to add to or discontinue any of these benefits in future PLAXIS Software releases.
3. **Specific Conditions Regarding User Defined Soil Models.**

3.1 The PLAXIS Software can be used together with soil models which have been developed by Subscriber or a third party ("**User Defined Soil Model**" or "**UDSM**").

3.2 The instructions, the special libraries of functions and procedures and other items which Bentley may make available to Subscriber for the creation of User Defined Soil Models ("**the UDSM Materials**") remain the property of Bentley. Bentley grants Subscriber a non-exclusive and non-transferable right to use the UDSM Materials for the creation and the use of UDSM, subject to the terms and conditions of this Agreement and subject to the following specific conditions:

- a) Subscriber shall only use the UDSM Materials for the creation and use of User Defined Soil Models for the PLAXIS Software;
- b) Subscriber shall not make copies of the UDSM Materials available to any third party;
- c) Subscriber shall treat the UDSM Materials as confidential information;
- d) the User Defined Soil Models created by Subscriber are only used by Subscriber together with the PLAXIS Software licensed by Subscriber;
- e) the User Defined Soil Model is not sold or otherwise provided or made available to any third party by Subscriber without the prior written consent of Bentley.

3.3 If Subscriber uses a User Defined Soil Model with PLAXIS Software, Subscriber does so entirely at Subscriber's own risk. Bentley cannot be held responsible and/or liable in any way for the correct performance of PLAXIS Software when used in conjunction with User Defined Soil Models. Subscriber shall indemnify and hold Bentley harmless from and against any claim of third parties for loss of damages caused by or related to the use of PLAXIS Software with a User Defined Soil Model.

## 4. Specific Conditions Regarding Use of Remote Scripting API.

4.1 Using the remote scripting API requires access to a server built into PLAXIS Software; by default this server is not started. Only Subscriber (the user of the PLAXIS Software) can choose to start this server and therefor Subscriber is fully responsible for doing so. This server makes use of special network port settings and it is the sole responsibility of the Subscriber to ensure that its computer and network are secured sufficiently against misuse, for example by using a properly configured firewall and virus scanner and making use of the Windows AccessControl options.

4.2 The built-in server, if enabled, additionally needs to connect via the internet to a server operated by Bentley. The communication between the built-in server and the server at Bentley is encrypted and does not include any information about Subscriber, Subscriber's project, computer hardware, network layout or installed software, with the following two exceptions:

- (i) Subscriber's PLAXIS Software license information
- (ii) Name and version of the installed PLAXIS Software application. This information may also be stored by Bentley for statistical analysis.