

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

November 21, 2011

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ... Brian Curran (610) 764-8485
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Brian.Curran@bentley.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz motzs@michigan.gov
Contract Compliance Inspector: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: March 31, 2012		
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective September 30, 2011, this Contract is hereby EXTENDED 6 months through March 31, 2012, utilizing options that exist in the Agreement. Please see attached letter of agreement to extend the Contract. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON (S):

Per DTMB/MDOT and Contractor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,795,971.00



November 11, 2011

Mr. Larry Meachum
Procurement Liaison
SOM, DTMB-Agency Services
425 Ottawa St.
Mail Code B305
Lansing, MI 48909

RE: Extension of Bentley Enterprise License Subscription

Dear Mr. Meachum:

This letter (the "**Extension Letter**") shall confirm the intent of Bentley Systems, Incorporated ("**Bentley**") and the Michigan Department of Transportation ("**Subscriber**") to extend the Enterprise License Subscription Program Terms and Conditions (the "**ELS Amendment**"), effective October 1, 2008, and the Bentley SELECT Program Agreement, (the "**Agreement**"), effective October 1, 2008, between Bentley and Subscriber.

The parties hereby agree that through the execution of a Change Notice to Agreement, the following terms shall apply:

1. Term.

The parties hereby agree that the ELS Amendment and the Agreement shall be extended for a period of six (6) months (the "**Extension Term**") effective October 1, 2011 and terminating on March 31, 2012.

2. Fees.

The fees for such Extension Term shall be as follows:

- 2.1. Enterprise License Subscription Fee: \$293,775.00
- 2.2. SELECT Program Fees for Ineligible Products (SUPERLOAD): \$45,994.00

Except where specifically indicated otherwise, the Change Notice shall be governed by the terms of the Agreement. All capitalized terms used in this Extension Letter shall have the definition set forth in the Agreement unless otherwise indicated herein.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Cheryl Hertzog', written in a cursive style.

Cheryl Hertzog
Legal Assistant
Bentley Systems, Incorporated

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 3, 2009

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ... Brian Curran (610) 764-8485
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Brian.Curran@bentley.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2011		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

This change notice is issued to include the following attachments:

- The signed agreement.
- The corrected pricing spreadsheet.
- A clarification letter for the new agreement.

AUTHORITY/REASON (S):

Per MDIT/MDOT and DMB agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,795,971.00

**Enterprise License Subscription Program
Terms and Conditions through Amendment to Bentley Systems, Incorporated SELECT Program
Agreement No. (CLA No. 10399420)**

This amendment ("Amendment") effective as of October 1, 2008 (the "Amendment Effective Date") is made between Michigan Department of Transportation having its principal offices at 425 W. Ottawa Street, Lansing MI 48909 ("Subscriber" or "State"), and Bentley Systems, Incorporated, a Delaware corporation, with principal offices at 685 Stockton Drive, Exton, PA 19341 ("Bentley").

WHEREAS, Subscriber and Bentley wish to amend the Bentley Systems, Incorporated SELECT Program Agreement No. (CLA No. 10399420) made between the parties and effective as of October 1, 2008 ("Agreement") upon the terms and conditions set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Bentley and Subscriber hereby agree as follows:

I. Definitions

- a) **"Baseline Products"** means the Bentley Products licensed by Subscriber immediately prior to the Amendment Effective Date. Baseline Products shall be listed on Exhibit A, which shall be amended from time to time to include any additional Bentley Products licensed on a perpetual basis by Subscriber or ELS Affiliates.
- b) **"Daily Subscriber Use"** means for each ELS Day (i) each unique machine from which Subscriber engages in Subscriber Use, or (ii) with respect to certain designated Eligible Products, each unique User engaging in Subscriber Use of an Eligible Product.
- c) **"Eligible Products"** means the Bentley Products (including any Updates or Upgrades thereto) eligible for inclusion in the Enterprise License Subscription Program as designated and posted at <http://www.bentley.com/els>, including any Updates or Upgrades thereto. The designation of Eligible Products may be amended from time to time in Bentley's sole discretion.
- d) **"ELS Day"** 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 Daily Subscriber Use shall be translated into GMT time relative to the location of the Device on which an Eligible Product is used.
- e) **"Employee"** means any employee of Subscriber or a Staff Augmentation Consultant.
- f) **"Enterprise License Subscription"** or **"ELS"** means the license grant described in Section III of this Amendment.
- g) **"Enterprise License Subscription Fee"** or **"ELS Fee"** means the fee for the Enterprise License Subscription as described and calculated for the Initial Term and any Renewal Terms in Exhibit B to this Amendment.
- h) **"Enterprise License Subscription Program"** or **"ELS Program"** means the

Enterprise License Subscription and all other terms set forth in this Amendment.

- i) **"Ineligible Products"** means Bentley Products that are not Eligible Products.
- j) **"Initial Term"** shall have the meaning set forth in Section VI(a) of this Amendment.
- k) **"Monthly Usage Peak"** means for each month of the Initial Term and any Renewal Term(s) and for each Eligible Product: (i) the highest calculation for a single ELS Day of aggregate Daily Subscriber Use of such Eligible Product at all Subscriber Sites during such month, *plus* (ii) the total number of copies of such product that are Non-SELECT Server Products. For purposes of clarity, there will be a Monthly Usage Peak calculation for each Eligible Product for each month during the term of this Amendment, and the ELS Day used to determine the Monthly Usage Peak in any month may be different for any two unique Eligible Products. A sample of the Monthly Usage Peak calculation is provided in Exhibit C attached hereto, for purposes of illustration only.
- l) **"Non-SELECT Server Products"** means the total number of Baseline Products and Eligible Products installed at all Subscriber Sites that are not initiated by and deployed from a SELECT Server.
- m) **"Peak Usage"** means for each Eligible Product: (i) for the first year of the Initial Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the first ten (10) months immediately following the Amendment Effective Date; and (ii) for any other Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the twelve months immediately preceding the tenth month of such Term; *provided, however that in cases where the*

second highest Monthly Peak Usage of an Eligible Product during the periods defined in sub-sections (i) and (ii) herein is zero (0), "Peak Usage" will be the highest Monthly Peak Usage. When calculating Peak Usage in the case of Eligible Products added during any Term, Bentley will utilize the second highest Monthly Usage Peak of the months during which the newly added Eligible Products have been made available during the Term.

- n) **"Renewal Term"** shall have the meaning set forth in Section VI(a) to this Amendment.
- o) **"Reset Calculation"** means 1.5 times the Peak Usage calculation for each Eligible Product multiplied by the then current local SELECT Program Fees for each Eligible Product.
- p) **"SELECT Coverage"** means the SELECT Program benefits applicable to Bentley Products, as set forth in the Agreement.
- q) **"SELECT Server"** shall mean the most recently released Upgrade of Bentley's license management and reporting utility.
- r) **"Staff Augmentation Consultant"** means any temporary, term or contract professional or service personnel or employees who work at Subscriber Sites and whose work is supervised or managed by Subscriber and for whom Subscriber remains responsible.
- s) **"Subscriber Sites"** shall mean the discrete geographic locations from which Subscriber conduct its operations. The definition of "Site" in the Agreement is explicitly superseded by the foregoing definition for purposes of this Amendment.
- t) **"Subscriber Use"** means use of Eligible Products by Employees solely in the performance of official Subscriber business or projects solely at Subscriber Sites; but

shall exclude use by consultants other than Staff Augmentation Consultants, such as those retained to provide independent professional consulting engineering services.

- u) **"Term"** means each period defined by each year of the Initial Term or a Renewal Term.
- v) **"Terminal Server"** means a device on which a Microsoft server operating system is installed.
- w) **"Terminal Server Environment"** means a 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.

II. Program

- a) **Acceptance for Benefits.** Upon Bentley's acceptance of Subscriber into the Enterprise Subscription Program, Subscriber shall be entitled to receive the following benefits: (1) Enterprise Subscription Program benefits and rights as specified in this Amendment; and (2) Bentley LEARN Program benefits and rights as specified in Exhibit D of the Agreement.
- b) **SELECT Coverage of Eligible Products.** Eligible Products shall receive SELECT Coverage during the term of the Agreement.
- c) **SELECT Coverage of Ineligible Products.** Ineligible Products that are: (i) Baseline Products; or (ii) licensed by Subscriber during any Term, shall not be eligible for Enterprise Subscription Program benefits, and shall continue to be eligible for SELECT Coverage under the terms of the Agreement as long as the Agreement remains in effect and Subscriber is current on all outstanding invoices issued pursuant to the Agreement.

III. License Grants

- a) **Production Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants Subscriber, subject to the terms and conditions contained herein, a non-exclusive, limited, non-transferable license to use: (i) Eligible Products (excluding Non-SELECT Server Products) for Subscriber Use for the term of the Enterprise Subscription Program, without limitation as to the number of Employees who may access and use the Eligible Products; and (ii) Non-SELECT Server Products for Subscriber Use solely at the machine that corresponds to each node-locked license to a Non-SELECT Server Product.
- b) **Evaluation Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants to Subscriber a limited, non-transferable, 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 SELECT Server hosted by Bentley in Exton, Pennsylvania (the "Evaluation Server"), and such licenses are not used for Production Use. The duration of use of an Evaluation License shall not exceed ninety (90) days (the "Evaluation Period"). Upon the earlier of the conclusion of the Evaluation Period or the termination of the Agreement or this Amendment, 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 Daily Subscriber 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 Reset Calculation to account for evaluation use of Eligible Products under licenses generated by a SELECT Server other than an Evaluation Server.

IV. Fees

- a) **Invoice and Payment.** Payment of the ELS Fee for the Initial Term and any Renewal Term shall be made annually, in advance, and shall be due within thirty (30) days of receipt of an invoice.
- b) **Failure to Pay.** Subscriber's failure to remit payment of the appropriate ELS Fee as set forth in this Section IV shall: (i) give Bentley the right to immediately revoke the Enterprise License Subscription and any other benefits of the Enterprise Subscription Program until such time that the appropriate ELS Fee is paid in full; and (ii) be treated as a material breach under Section VI(b) of this Amendment.
- c) **ELS Fee Changes For Additional Sites.** The ELS Fee is based on expected Daily Subscriber Usage from Subscriber and Staff Augmentation Consultants as of the Amendment Effective Date. Bentley may adjust the ELS Fee for the then current Term in the event additional Subscriber Sites are added to the Enterprise License Subscription.
- d) **Fees for Ineligible Products.** Ineligible Products licensed by Subscriber will receive SELECT Coverage under the terms of the Agreement and SELECT Program Fees for such Ineligible Products will be invoiced to Subscriber.
- b) **Server (whether hosted by Bentley or deployed by Subscriber at one or more locations).** Subscriber may deploy a single SELECT Server for purposes of managing Subscriber Sites located in more than one Country, provided that: (1) such SELECT Server is configured to report Daily Subscriber Use within the Country it occurs, and (2) all Subscriber Use within a particular Country is initiated by a Site activation key that is unique to such Country.
- c) **Best Practices.** Subscriber shall migrate Daily Subscriber Use reporting from all Subscriber and deployed SELECT Servers to the most recent Upgrade to SELECT Server within twelve (12) months of commercial release.
- d) **Reporting.** Subscriber shall either: (i) deploy the automatic transmission facility of SELECT Server for monthly transmission of usage information to Bentley; or (ii) provide Bentley with monthly delivery of all usage information created by SELECT Server. With respect to delivery of usage information under sub-section (ii), 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 shall allow Bentley access to all Subscriber Sites in order to verify the content of such manually transmitted usage information. Subscriber shall also deploy any other Bentley licensing technology, as requested by Bentley, in order to allow Bentley to monitor usage of Eligible Products by Subscriber.
- e) **No Modifications.** Subscriber shall not edit, alter, delete, or otherwise revise in any manner the content of the usage information generated by SELECT Server. Bentley shall treat each usage information transmission or delivery as confidential information of Subscriber. 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.

V. SELECT Server

- a) **Use a Prerequisite.** Prior to the Amendment Effective Date, Daily Subscriber Use at Subscriber Sites must be managed by the then current, most recent Upgrade to SELECT

VI. Term and Termination

a) **Term.** The initial term of this Enterprise Subscription Program and this Amendment shall be for three (3) years (the "Initial Term"). This Amendment will terminate at the expiration of the Initial Term. Upon concurrence of the parties, this Amendment may be extended for a one (1) year term or other mutually agreed upon term in the manner set forth below (a "Renewal Term"). Provided, however, that the maximum duration of this Amendment, including all extensions, shall not exceed nine (9) years. Bentley shall notify the Subscriber in writing, at least sixty (60) calendar days prior to the expiration of the then current term ("Renewal Notice"), of the Subscriber's option to extend this Amendment for an additional one (1) year term. Within thirty (30) days of the receipt of the Renewal Notice, the Subscriber shall notify Bentley in writing of the Subscriber's intent to extend this Amendment. If parties mutually agree to extend this Amendment, the parties shall execute an appropriate amendment extending the term of the Agreement and this Amendment for an additional one (1) year term or other mutually agreed upon term prior to the expiration of the then current term. The amendment will be subject to the signature and approval requirements as may be required by the Subscriber. If parties do not agree to an extension, this Amendment shall expire according to its terms, unless earlier terminated. If the Subscriber elects not to renew this Amendment, the Subscriber may, upon mutual agreement of the parties, extend the Agreement for a one (1) year term or other mutually agreed upon term through the execution of an appropriate amendment extending the Agreement prior to the expiration of the then current term of this Amendment.

b) **Termination.** Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate the Enterprise License Subscription and this Amendment upon thirty (30) days prior written notice in the event Subscriber is in material breach of the Agreement or this Amendment, 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, including, but not limited to, Subscriber's breach of its obligations under Sections IV (a), V, and VII (f) of this Amendment.

c) **Lack of Appropriations.**

Bentley and the Subscriber understand and intend that the obligation of the Subscriber to pay the ELS Fees required under Exhibit B of this Amendment shall constitute an expense of the Subscriber and shall not in any way be construed to be a debt of the Subscriber in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Subscriber, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the Subscriber. It is understood that the Subscriber funds are contingent on the availability of lawful appropriations by the Subscriber. If the Michigan Legislature fails at any time to continue funding for the payments due hereunder, or the Subscriber fails to receive appropriations, limitations, or other expenditure authority, then the Subscriber shall have the right to terminate this Amendment and the Agreement upon giving thirty (30) days written notice prior to the Anniversary Date. Thereafter, this Amendment and the Agreement will terminate on the Anniversary Date without any further obligation of the Subscriber. The Subscriber shall pay all the ELS Fees annually

and all product terms will be set for a period of one (1) year. The Subscriber acknowledges that termination of this Amendment and the Agreement will result in loss of all entitlements and software functionality granted to the Subscriber under this Amendment and the Agreement as of the Anniversary Date.

- d) **Event of Termination.** In the event of a termination, expiration or non-renewal of this Amendment or the Agreement, Subscriber's Enterprise License Subscription rights shall immediately terminate and Subscriber's license rights with respect to any Bentley Products (including those which became Eligible Products) shall revert back to the license rights Subscriber had in the Baseline Products plus all Bentley Products that did not become Eligible Products. In the event of termination of the Amendment only, SELECT Coverage for such Baseline Products and all Ineligible Products will continue under the terms and conditions of the Agreement and Subscriber shall remove all Eligible Products, except for the Baseline Products, from Subscriber Sites and shall return such Eligible Products to Bentley.
- e) **Cross-Termination.** This Amendment shall terminate immediately upon any termination of the Agreement and is subject to the termination conditions defined in the Agreement.

VII. Miscellaneous

- a) **Impact of Amendment.** This Amendment supplements the provisions of the Agreement, and amends and supersedes the Agreement with respect to the Eligible Products as set forth in the terms herein. In the event of any conflicting terms between the Agreement and this Amendment, the terms of this Amendment shall control with respect to the Eligible Products or the Enterprise Subscription Program.

- b) **Additional Designated Eligible Products.** In the event Bentley designates additional Eligible Products during any Term, Subscriber shall have the rights, benefits and obligations set forth herein with respect to such additional designated Eligible Products. Subscriber will not be invoiced for usage of any additional designated Eligible Products until the next Reset Calculation at which point Bentley shall include the Peak Usage, if any, of the newly added Eligible Products as part of the Reset Calculation for the next Renewal Term.
- c) **Representations and Warranties.** Subscriber hereby represents and warrants that: (i) Exhibit A to this Amendment, as of the Amendment Effective Date indicates a true and accurate count of all Bentley Products licensed by Subscriber at Subscriber Sites which shall become eligible for treatment as Eligible Products, as indicated in this Amendment; (ii) it has the authority to bind itself for the Eligible Products at the Subscriber Sites set forth in Exhibit A to this Amendment; and (iii) upon its execution and delivery of this Amendment, the Amendment will be valid and binding on Subscriber
- d) **Use of Bentley Products in a Terminal Server Environment.** Subscriber shall not use 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 the Agreement, including, Exhibit T thereto, 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 ELS Fee for the Initial Term or any Renewal Term.
- e) **Waiver.** Subscriber hereby waives any and all license rights to Bentley Products not specified in Exhibit A to the Amendment.

- f) **Terms are Confidential.** Subscriber hereby acknowledges that Bentley has designated the terms of this Amendment and the attached Exhibits as proprietary. Bentley acknowledges that the non-disclosure of documents is subject to the legal requirements of the Freedom of Information Act, 1976 Act No. 442, as amended, MCL 15.231, *et seq.*. Should Subscriber receive a public disclosure request pursuant to the Act for information contained herein, Subscriber agrees to notify Bentley of the request within a reasonable period. Bentley assumes exclusive responsibility for defending its position as to the confidentiality of the requested information. Neither Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any requests for disclosure of such information are made to Subscriber, disclosure shall only be made consistent with and to the extent allowable under law.
- g) **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 rights to the Eligible Products upon expiration of the term hereof, in the event of a failure to pay the ELS 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.
- h) **Consequences of Global Use.** As a condition of the rights granted under this Amendment, Subscriber agrees to indemnify Bentley from all perils associated with the utilization of Eligible Products under the terms of this Amendment across Country boundaries, including, but not limited to, export controls that may be imposed on the Eligible Products by the United States Government or any country or organization of nations within whose jurisdiction the Eligible Products are used.
- i) **Assignment.** Subscriber shall not sell, assign or otherwise transfer its rights or obligations under this Amendment or the Agreement, whether by contract or operation of law, without the prior written consent of Bentley. For purposes hereof, the following shall be prohibited sales, assignments or transfers, which without Bentley's prior consent shall result in the termination of the Amendment under the terms of Section VI(b) of this Amendment: (i) any merger, consolidation or other acquisition of Subscriber; (ii) any sale or transfer of any Subscriber Site, or any asset of Subscriber that includes the Eligible Products; or (iii) any sale of Subscriber's equity securities either by Subscriber or some or all of their respective stockholders, in a single or series of related transactions, the result of which will be that the holders of a majority of voting securities before the transaction cease to hold such majority after the transaction.
- j) **Entire Agreement** This Amendment and the Agreement are fully incorporated therein and made a part of the State of Michigan Contract No. 071B30001151 (the "Contract") which sets forth the entire agreement with respect to Bentley and Subscriber. The parties hereby agree that no other terms or conditions presented by Bentley or Subscriber are incorporated herein and any such terms are specifically excluded from this Amendment and the entire Enterprise Subscription Program.

Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives effective as of the Amendment Effective Date.

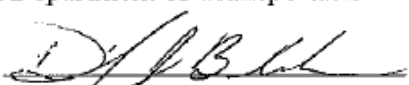
Bentley Systems, Incorporated Signature:  Name: <u>Antonio Ierardo</u> Title: <u>Vice President</u> Date: <u>23 January 2009</u>	Michigan Department of Transportation Signature:  Name: <u>Daniel J Belcher</u> Title: <u>Engineering Support Supervisor</u> Date: <u>1/26/09</u>
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Exhibit A

Subscriber:

Baseline Products:

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236
Bentley Publisher (Site)	1
ARPS - Route Map Publishing Server	1
ARPS - Permit Issuance Server	1
ARPS - Credit Card Processing Server	1
ARPS - Credit Card Processing Base (Site)	1
ARPS - Credit Card Processing (Permit Office)	6
ARPS - Permit Tracking / Permit Inquiry Server	1

Exhibit B

1. Enterprise License Subscription Fee for the Initial Term, shall be as follows:
 - 1.1 First year of the Initial Term (October 1, 2008 – September 30, 2009): \$573,726.00
 - 1.2. Second year of the Initial Term (October 1, 2009 – September 30, 2010): \$573,726.00
 - 1.3. Third year of the Initial Term (October 1, 2010 – September 30, 2011): \$573,726.00
2. For each Renewal Term, the ELS Fee shall be the greater of:
 - (i) the Reset Calculation; or
 - (ii) the ELS Fee for Year 3 of the Initial Term.
3. Annual SELECT Program Fees for Ineligible Products¹:
 - 3.1. For ARPS
 - (a) First year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00
 - (b) Second year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00
 - (c) Third year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

3.2. All other Ineligible Products¹:

Product Name	Quantity	Annual SELECT Program Fees (Before Subscriber discount)
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As of the Effective Date of this Amendment, Subscriber has not been licensed any other Ineligible Products.

Notes:

- (1) Fees shown for Ineligible Products are subject to change as a result of Product enhancement or consolidation. Any fee changes shall be effective upon the effective date of any Renewal Term.

Exhibit C
Sample of the Monthly Usage Peak calculation

Renewal Fee

Scenario

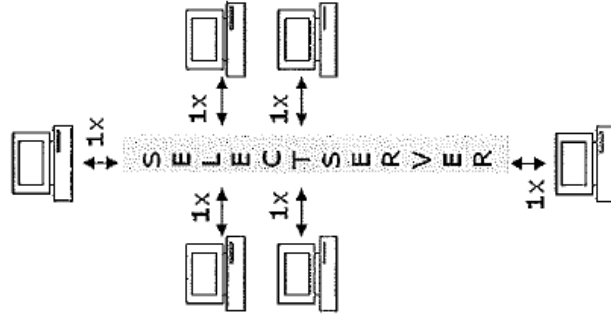
- Organization with multiple Geographical Business units
 - Ohio
 - Virginia
 - Oklahoma
- The Geographical Business Unit represents the level at which the organization wishes to internally cross-charge corporate Enterprise License Subscription fees and as such have deployed and installed one Enterprise License Subscription SELECTserver for each business unit.
- Three Bentley Products in Use
 - MicroStation
 - Bentley I/RAS B
 - Bentley InterPlot Client
- Enterprise License Fee Calculation (for simplicity sake) based upon three calendar month year
 - June
 - July
 - August

Exhibit C
Sample of the Monthly Usage Peak calculation - *continued*

Monthly Peak Usage

Bentley Product	MicroStation	Business Unit	Ohio	Virginia	Oklahoma	Aggregate Across
Sum of UNIQUE MACHINE						
Month	DAILY USE					
	27-Jun-04		18	160	102	280

Aggregate Daily Use across All Sites (Enterprise) on June 27, 2004



Bentley Product	MicroStation	Business Unit	Ohio	Virginia	Oklahoma	Aggregate Across
Sum of UNIQUE MACHINE						
Month	DAILY USE					
June	1-Jun-04	1	0	2	11	
	2-Jun-04	14	11	5	31	
	3-Jun-04	17	142	95	254	
	4-Jun-04	16	190	91	257	
	5-Jun-04	18	153	106	277	
	6-Jun-04	15	155	709	279	
	7-Jun-04	2	143	79	224	
	8-Jun-04	3	8	2	13	
	9-Jun-04	21	10	4	35	
	10-Jun-04	19	145	115	280	
	11-Jun-04	20	152	113	285	
	12-Jun-04	17	142	82	241	
	13-Jun-04	14	145	87	245	
	14-Jun-04	7	133	65	205	
	15-Jun-04	3	3	3	6	
	16-Jun-04	21	0	2	31	
	17-Jun-04	18	145	87	253	
	18-Jun-04	20	143	84	247	
	19-Jun-04	20	144	77	241	
	20-Jun-04	13	143	85	241	
	21-Jun-04	2	152	132	386	
	22-Jun-04	2	8	4	14	
	23-Jun-04	22	9	6	37	
	24-Jun-04	18	139	79	236	
	25-Jun-04	20	151	78	249	
	26-Jun-04	21	148	106	275	
	27-Jun-04	18	160	102	280	
	28-Jun-04	4	123	75	212	
	29-Jun-04	1	12	6	19	
	30-Jun-04	15	18	5	38	

Monthly Peak

Sample of the Monthly Usage Peak calculation - continued

[illegible]



SELECT PROGRAM AGREEMENT

Between
State of Michigan
And
Bentley Systems, Incorporated

Bentley SELECT®

Bentley SELECT Agreement Number (CLA No. 10399420)

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 State of Michigan for and on the behalf the Michigan Department of Transportation with principal offices at 425 W. Ottawa St. Lansing, MI 48909 ("Subscriber" or "MDOT"). 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, B, D and T hereto and as such time as MDOT engages Professional Services Exhibit C 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, THE PARTIES ACKNOWLEDGE THAT, THROUGH THEIR AUTHORIZED REPRESENTATIVES, THEY HAVE READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. NEITHER PARTY IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN.

STATE OF MICHIGAN

Signature

Printed Name

Title

Address:

Telephone:

Facsimile:

Date Signed:

BENTLEY SYSTEMS, INCORPORATED

Signature

Printed Name

Title

685 Stockton Drive

Exton, Pennsylvania 19341

Telephone: 610-458-5000

Facsimile: 610-458-1060

Date Signed:

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SELECT Contracts Administrator
685 Stockton Drive
Exton, Pennsylvania 19341
610-458-5000
610-458-1060
23 January 2009

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 and Bentley agree that Attachment I sets forth a complete list of all Bentley Products licensed by Subscriber as of the effective date of this Agreement and the Sites where such Products are used. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber's SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber's periodic invoices for SELECT Program services.
2. SELECT Support Services
 - 2.01. Bentley shall provide SELECT support services directly to the Subscriber and will not direct the SELECT support services to any third party.
 - 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 handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one platform for an equivalent license for such Product on another platform (a "Platform Exchange").
 - 3.02. Such Upgrade, Update, or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.
- 3.03. In order for Subscriber to be eligible to receive Upgrades, Updates, or Platform Exchanges, Bentley may require that Subscriber first return the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update, or Platform Exchange directly to Bentley.
- 3.04. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber's aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.
4. SELECT Online.

Subscriber shall receive access to SELECT Online as set forth below and in more detail in the applicable online agreement found at 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.
 - 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. Subscriber's use of SELECT Online constitutes Subscriber's agreement to be bound by following:
 - (a) Disclaimer or Warranties and Liability.

Use of SELECT Online and any Materials contained on it are at Subscriber's own risk. Due to numerous possible sources of information available through SELECT Online, and the inherent uncertainties of electronic distribution, there may be delays, omissions, inaccuracies or other problems with such information. Reliance upon any information on SELECT Online is at Subscriber's own risk. Subscriber is solely responsible for any loss of data or damage to Subscriber's computer system resulting from the use of SELECT Online. In states where exclusion of damages is specifically prohibited, Subscriber agrees that Bentley's liability, if any, is limited to, and will not exceed, fifty dollars (\$50).

LIMITATION OF LIABILITY: BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY SUBSCRIBER AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING OR DOWNLOADING THE MATERIALS ON THIS WEBSITE. BENTLEY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF BENTLEY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUBSCRIBER AGREES TO HOLD BENTLEY HARMLESS FROM, AND SUBSCRIBER AGREES NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM THEIR USE OF SELECT ONLINE OR THE MATERIALS OR THE SERVICES PROVIDED THROUGH SELECT ONLINE.

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

(b) **Third Party Content Disclaimer.** Bentley has not independently authenticated Materials provided by third party providers in whole or in part. Bentley does not provide, sell, license or lease any of the Materials other than those specifically identified as being provided by Bentley. Bentley makes no warranty or representation with respect to any third party Materials.

(c) **Third Party Links.** SELECT Online may be linked to other websites that Bentley does not control or maintain. Bentley provides this service as a convenience only.

(d) **Disclaimer.**

"Links" may direct Subscriber to third party Internet sites, or other electronic links, that are unaffiliated with Bentley (the "Third Party Sites"). Bentley does not endorse the Third Party Sites, nor does Bentley guarantee the accuracy of, nor make any representations relating to, any of the information which may be found on the Third Party Sites. Links to Third Party Sites, if present on "Links", are provided for the convenience of you the audience. Bentley does not grant you any rights relating to the Third Party Sites.

"Materials" as used in this Section 4.03 of Exhibit A is not intended to include Bentley Products, use of which is governed by the End User License Agreement distributed with such Product.

5. Product Licensing

5.01. General.

(a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of any such Product.

(b) **Future Licenses.** In the event that Subscriber acquires or licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such purchase. Subscriber hereby agrees that its downloading or use of any Products delivered to 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,

BENTLEY SELECT PROGRAM AGREEMENT
SELECT Program Benefits
Exhibit A
Dated as of April 2007

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 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 CAL Subscription, Product Subscription license or Portfolio Subscription license 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 CAL Subscriptions, 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

BENTLEY SELECT PROGRAM AGREEMENT
SELECT Program Benefits
Exhibit A
Dated as of April 2007

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 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.

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 invoice Subscriber annually for the SELECT Program Fees for all Product licenses and CALs as of the Effective Date of this Agreement. Bentley shall at the time new Product licenses and CALs are purchased shall provide Subscriber with a pro-rated annual invoice for the Current Year reflecting coverage of the Product

6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on and in United States Dollars.

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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

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. "Anniversary Date" shall mean the annual recurrence of the Effective Date.
- 1.03. "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.
- 1.04. "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).
- 1.05. "Country" means the country: (i) where the Product is first obtained from Bentley; 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.
- 1.06. "Current Year" shall mean the 365 day period commencing on the Effective Date of the Agreement, and thereafter the 365 day period, or 366 day period during leap year, commencing on each Anniversary Date.
- 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 July 1, 2008.
- 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. "Intellectual Property Rights" includes all patents, copyright, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967.
- 1.15. "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.
- 1.16. "License Term" shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.
- 1.17. "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.
- 1.18. "Online Agreement" shall be defined as set forth in Exhibit A, Section 4 herein.
- 1.19. "Order" shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.20. "Pre-Existing Works" shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.21. "Platform Exchange" shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.22. "Portfolio Subscription" shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.23. "Product Subscription" shall be defined as set forth in Exhibit A, Section 5.02(c)(1) herein.
- 1.24. "Production Use" means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for internal production purposes, and excludes External Users (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.
- 1.25. "Proprietary Information" shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.26. "SELECT Online" shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.27. "SELECT Program Fee" means the fee for SELECT Program services as set forth from time to time in Bentley's sole discretion.
- 1.28. "SELECTserver" means Bentley's server-based licensing technology.
- 1.29. "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.
- 1.30. "Server" means one of Subscriber's computers that can run a Server Product.
- 1.31. "Server Product" means a Product that provides services or functionality to Subscriber's Server(s).
- 1.32. "Service Bureau Use" includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.
- 1.33. "Site" means a discrete geographic location.
- 1.34. "Subscriber" shall be defined as set forth on the front page of this Agreement.

BENTLEY SELECT PROGRAM AGREEMENT
General Terms and Conditions
Exhibit B
Dated as of April 2007

- 1.35. "Subscription License" shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.36. "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.
- 1.37. "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.
- 1.38. "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.
- 1.39. "Update" means a maintenance release of a Product.
- 1.40. "Upgrade" means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.41. "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.
- 1.42. "User" means an individual person.
- 1.43. "Work" shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.44. "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 hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Bentley Products and to Bentley's technology and business practices (collectively "Proprietary Information") as defined by the Freedom of Information Act, 1976 Act No. 442, as amended, NCL 15.231,

BENTLEY SELECT PROGRAM AGREEMENT
General Terms and Conditions
Exhibit B
Dated as of April 2007

et seq. Subscriber agrees to treat all Proprietary Information in accordance with this Paragraph. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.

- (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, (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence; or (iv) is required by the Freedom of Information Act. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.
 - (g) Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.
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.

Limited Warranty; Limitation of Remedies and Liability

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 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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business, and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

- 4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING 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, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

- 4.07. **Indemnification by Bentley.** Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's United States copyright, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of this Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product. This 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**

The term of this Agreement shall be for a term of three (3) years commencing on October 1, 2008 and terminating on September 30, 2011 (the "Initial Term"). Upon the concurrence of the parties, this Agreement may be extended for additional one (1) year terms in the manner described herein provided, however, that the maximum duration of this Agreement, including all extensions, shall not exceed nine (9) years.

Bentley shall notify Subscriber in writing at least sixty (60) calendar days prior to the expiration of the then current term ("Renewal Notice") of Subscriber's option to extend this Agreement for an additional one (1) year term. Within thirty (30) calendar days of receipt of the Renewal Notice State shall notify Bentley of Subscriber's intent to extend the Agreement for an additional one (1) year term or an additional term to be mutually agreed upon. If the parties mutually agree to an extend this Agreement the parties shall execute an appropriate amendment extending the term for an additional one (1) year term or an additional term as mutually agreed upon prior to the expiration of the then current term. If the parties do not agree to an extension, this Agreement shall expire according to its terms, unless earlier terminated.

- 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 thirty (30) 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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.

Subscriber, to its authorized representative identified in this Agreement or in a subsequent notice to Bentley.

7.03. **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. 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.

7.04. **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 and The State of Michigan Contract No. 071B30001151 constitutes the Entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties herein. Any additional or different terms or conditions appearing on a Product Order, 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 Paragraph 8.03 of this Exhibit B. The parties agree that, with regard to any inconsistencies, which might arise between various documents incorporated in the Entire Agreement, the order of precedence shall be as follows:

(i) The State of Michigan Contract No. 071B30001151.

(ii) This Agreement.

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

8.05. **Force Majeure.** Neither party shall 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 their 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 State of Michigan, 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. **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.

8.11. **Change of Ownership.** Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.

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

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

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 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 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 replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving regard to 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.** The State of Michigan will reimburse for actual expenses (supported by detailed receipts and mileage logs) provided that all travel arrangement, air hotel and rental card, be arranged through Total Travel Management which is the State of Michigan's contacted travel agency.

1.13. **Estimates.** Estimates of total fees for projects may be provided in an Order, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services actually rendered if Subscriber so chooses.

1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber which is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing and as maybe permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

- 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.

SELECT Program Agreement

Training Subscriptions Exhibit D Dated as of March 2007

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 receive Product training through Bentley's Enterprise Training Subscription ("ETS") and Bentley LEARN programs 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 courses and other benefits available under this Exhibit D.
3. **Enterprise Training Subscription Program.** Specific ETS program benefits, terms and requirements shall be set forth in a Proposal (the "ETS Proposal"), which shall specify following:
 - (a) The calculation used to determine the fee payable by Subscriber in return for the program benefits offered under the ETS program (the "ETS Fee") and what expenses, if any, are included in the ETS Fee. Any expenses not specifically mentioned as included in the ETS Fee shall be billed separately to and paid by Subscriber.
 - (b) Instructor-led scheduled classes that the Subscriber may register for and attend on a space available basis.
 - (c) Classes that will not be available to Subscriber as instructor-led courses, but that may be offered by Bentley or by an authorized Bentley partner.
 - (d) The calculation used to determine the quantity of company-specific training services days that Subscriber may be entitled to receive.
 - (e) The program benefits available to Subscriber through account-specific training services days, and terms related to scheduling and cancellation of account-specific training services days. Account-specific training services expenses actually incurred must be paid by Subscriber in the event Subscriber cancels a company-specific training services session.
 - (f) Learning advisory services that Subscriber may be entitled to receive, including planning, assessment and tracking of Subscriber's participation in Bentley Institute training activities.
4. **Bentley LEARN Program.** Through the Bentley LEARN program, 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 the Bentley LEARN program benefits, the applicable Bentley LEARN program subscription fee in effect as of the beginning of each term defined below in Section 5 of this Exhibit D. Bentley LEARN Subscribers will have access to Bentley's OnDemand eLearning online content as per the terms and requirements set forth below and in the applicable online agreement (the "OnDemand eLearning Agreement"):
 - (a) Bentley shall have the sole right to control the format, content, delivery and all aspects of the OnDemand eLearning online content, and specifically reserves the right to at any time (i) modify the information provided through the OnDemand eLearning online content or (ii) discontinue any portion of the OnDemand eLearning online content.
 - (b) Subscriber shall use the OnDemand eLearning online content only in accordance with and subject to the Agreement as supplemented by the OnDemand eLearning Agreement, which is a condition precedent to use of OnDemand eLearning online content. The OnDemand eLearning Agreement supplements the Agreement, but does not supersede it in any respect. In the event of a conflict between the OnDemand eLearning Agreement and the Agreement the terms of the Agreement shall control.
 - (c) The non-transferable non-perpetual, non-exclusive "right to use" license granted in the OnDemand eLearning Agreement shall terminate immediately upon suspension or termination of Subscriber's ETS, Bentley LEARN program subscription, or the Agreement. Upon such termination, Subscriber shall discontinue use of all OnDemand eLearning online content.
5. **Term and Termination.** This Exhibit D shall become effective on the date that Bentley produces an invoice to Subscriber for the ETS program or the Bentley LEARN program subscription (the "Exhibit Effective Date"). The term of the ETS or the Bentley LEARN program shall begin on the Exhibit Effective Date and shall continue for a term of one (1) year. Thereafter, the ETS or Bentley LEARN program subscription shall automatically renew for successive one (1) year terms 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 then current term. In the event that the ETS or Bentley LEARN program 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 then current term, Subscriber shall remain responsible for the full amount of ETS Fees or Bentley LEARN program subscription fees for the entire current term.
6. **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 or the ETS Proposal, this Exhibit D shall control with respect to Subscriber's Enterprise Training Subscription and Bentley LEARN program subscription.

SELECT Program Agreement

Terminal Server Exhibit T Dated as of July 2006

1. **Definition.** 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 install and implement 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 Terminal Server shall be configured with SELECTserver, such that SELECTserver shall accurately record individual computer names as each Product use session is 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.

SELECT Program Agreement

Attachment I Licensed Products

The State of Michigan

As of October 1, 2008

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236
Bentley Publisher (Site)	1
ARPS - Route Map Publishing Server	1
ARPS - Permit Issuance Server	1
ARPS - Credit Card Processing Server	1
ARPS - Credit Card Processing Base (Site)	1
ARPS - Credit Card Processing (Permit Office)	6
ARPS - Permit Tracking / Permit Inquiry Server	1

Three Year, Initial Term Bentley Program Pricing Summary

Contract Year	ELS*	MIPARS SELECT**	Estimated Software	Estimated Services	Estimated Annual Total
1	\$573,726	\$91,908	\$83,333.33	\$833,333.33	\$1,582,300.60
2	\$573,726	\$91,908	\$83,333.33	\$833,333.33	\$1,582,300.60
3	\$573,726	\$91,908	\$83,333.33	\$833,333.33	\$1,582,300.60
3-Year Total	\$1,721,178	\$275,724	\$250,000	\$2,500,000	\$4,746,901.80

*In the columns "Estimated Software" and "Estimated Services", the annual allotments are estimates based on the anticipated 3-year need. There is no requirement to use any of the estimated budgets for software or services in a given year.

* First Year of the Initial Term the ELS Fee shall be \$573,726. This is a factor of the current MDOT agency's existing ELS rate (\$665,634) x 1.0., minus MIPARS (\$91,908), which is listed as a separate line item. Rate Chart reflects a 0% growth rate for years two and three. ELS rate will be locked for the three-year term.



BENTLEY SYSTEMS, INCORPORATED
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Madison, Alabama 35758
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F +1 256-774-0055

www.bentley.com

December 15, 2008

Cindy Turben
Contract Administrator
State of Michigan
Department of Management and Budget Acquisition Services
PO Box 30026
Lansing, MI 48909

Dear Cindy,

As a follow up to our e-mail clarifications provided on October 28 and subsequent discussions, we are pleased to provide the following clarifications.

1. As stated in Section IV(c) of the Enterprise License Subscription amendment (the "ELS"), Bentley may adjust the ELS Fee for the then current Term in the event additional Subscriber Sites are added to the ELS. If the adding of Subscriber Sites does not increase the perpetually licensed Bentley Products above those as listed on Exhibit A of the ELS Amendment (Subscriber's Baseline) there will not be an adjustment to the ELS Fee for the then current Term; conversely, if the adding of Subscriber Sites increases the perpetually licensed Bentley Products above those listed on Exhibit A of the ELS Amendment (Subscriber's Baseline) there will be an adjustment to the ELS Fees to reflect the increase in the Subscriber's perpetually licensed Bentley Products as set forth in Exhibit A of the ELS.
2. As stated in Section VI (a) the ELS, the amendment will not renew beyond September 30, 2011 except if mutually agreed upon by the parties in writing. Bentley is required to provide the State of Michigan Department of Transportation (the "State") at least sixty calendar days notice prior to September 30, 2011 of their option to extend the Amendment for an additional one (1) year term. The ELS does not preclude the State from renegotiating the ELS Fee for any Renewal Term.
3. As stated in Section VII (b) of the ELS, Subscriber will not be invoiced for usage of any additional designated Eligible Products until the next Reset Calculation, at which point Bentley shall include the Peak Usage, if any, of the newly added Eligible Products as part of the Reset Calculation for the next Renewal Term. Therefore, during the current term the adding of Eligible Products under the ELS will not result in any additional fees being assessed against the State during the then current Term.

Best Regards,

Paul Martin Rowe
SELECT Contracts Administrator
Bentley Systems, Inc.

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 8, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ...Brian Curran (610) 764-8485
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Brian.Curran@bentley.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2011		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

This change notice is issued to correct the Bentley representative to Brian Curran. Also attached are the correct documents, proposals and agreement Subscription Program.

AUTHORITY/REASON (S):

Per agency and DMB agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,795,971.00

This amendment ("Amendment") effective as of October 1, 2008 (the

**Enterprise License Subscription Program
Terms and Conditions through Amendment to Bentley Systems, Incorporated SELECT Program
Agreement No. (CLA No. 10399420)**

"Amendment Effective Date") is made between Michigan Department of Transportation having its principal offices at 425 W. Ottawa Street, Lansing MI 48909 ("Subscriber" or "State"), and Bentley Systems, Incorporated, a Delaware corporation, with principal offices at 685 Stockton Drive, Exton, PA 19341 ("Bentley").

WHEREAS, Subscriber and Bentley wish to amend the Bentley Systems, Incorporated SELECT Program Agreement No. (CLA No. 10399420) made between the parties and effective as of October 1, 2008 ("Agreement") upon the terms and conditions set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Bentley and Subscriber hereby agree as follows:

I. Definitions

- a) **"Baseline Products"** means the Bentley Products licensed by Subscriber immediately prior to the Amendment Effective Date. Baseline Products shall be listed on Exhibit A, which shall be amended from time to time to include any additional Bentley Products licensed on a perpetual basis by Subscriber or ELS Affiliates.
- b) **"Daily Subscriber Use"** means for each ELS Day (i) each unique machine from which Subscriber engages in Subscriber Use, or (ii) with respect to certain designated Eligible Products, each unique User engaging in Subscriber Use of an Eligible Product.
- c) **"Eligible Products"** means the Bentley Products (including any Updates or Upgrades thereto) eligible for inclusion in the Enterprise License Subscription Program as designated and posted at <http://www.bentley.com/els>, including any Updates or Upgrades thereto. The designation of Eligible Products may be amended from time to time in Bentley's sole discretion.
- d) **"ELS Day"** 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 Daily Subscriber Use shall be translated into GMT time relative to the location of the Device on which an Eligible Product is used.
- e) **"Employee"** means any employee of Subscriber or a Staff Augmentation Consultant.
- f) **"Enterprise License Subscription" or "ELS"** means the license grant described in Section III of this Amendment.
- g) **"Enterprise License Subscription Fee" or "ELS Fee"** means the fee for the Enterprise License Subscription as described and calculated for the Initial Term and any Renewal Terms in Exhibit B to this Amendment.
- h) **"Enterprise License Subscription Program" or "ELS Program"** means the Enterprise License Subscription and all other terms set forth in this Amendment.

- i) **“Ineligible Products”** means Bentley Products that are not Eligible Products.
- j) **“Initial Term”** shall have the meaning set forth in Section VI(a) of this Amendment.
- k) **“Monthly Usage Peak”** means for each month of the Initial Term and any Renewal Term(s) and for each Eligible Product: (i) the highest calculation for a single ELS Day of aggregate Daily Subscriber Use of such Eligible Product at all Subscriber Sites during such month, *plus* (ii) the total number of copies of such product that are Non-SELECT Server Products. For purposes of clarity, there will be a Monthly Usage Peak calculation for each Eligible Product for each month during the term of this Amendment, and the ELS Day used to determine the Monthly Usage Peak in any month may be different for any two unique Eligible Products. A sample of the Monthly Usage Peak calculation is provided in Exhibit C attached hereto, for purposes of illustration only.
- l) **“Non-SELECT Server Products”** means the total number of Baseline Products and Eligible Products installed at all Subscriber Sites that are not initiated by and deployed from a SELECT Server.
- m) **“Peak Usage”** means for each Eligible Product: (i) for the first year of the Initial Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the first ten (10) months immediately following the Amendment Effective Date; and (ii) for any other Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the twelve months immediately preceding the tenth month of such Term; *provided, however* that in cases where the second highest Monthly Peak Usage of an Eligible Product during the periods defined in sub-sections (i) and (ii) herein is zero (0), “Peak Usage” will be the highest Monthly Peak Usage. When calculating Peak Usage in the case of Eligible Products added during any Term, Bentley will utilize the second highest Monthly Usage Peak of the months during which the newly added Eligible Products have been made available during the Term.
- n) **“Renewal Term”** shall have the meaning set forth in Section VI(a) to this Amendment.
- o) **“Reset Calculation”** means 1.5 times the Peak Usage calculation for each Eligible Product multiplied by the then current local SELECT Program Fees for each Eligible Product.
- p) **“SELECT Coverage”** means the SELECT Program benefits applicable to Bentley Products, as set forth in the Agreement.
- q) **“SELECT Server”** shall mean the most recently released Upgrade of Bentley’s license management and reporting utility.
- r) **“Staff Augmentation Consultant”** means any temporary, term or contract professional or service personnel or employees who work at Subscriber Sites and whose work is supervised or managed by Subscriber and for whom Subscriber remains responsible.
- s) **“Subscriber Sites”** shall mean the discrete geographic locations from which Subscriber conduct its operations. The definition of “Site” in the Agreement is explicitly superseded by the foregoing definition for purposes of this Amendment.
- t) **“Subscriber Use”** means use of Eligible Products by Employees solely in the performance of official Subscriber business or projects solely at Subscriber Sites; but shall exclude use by consultants other than Staff Augmentation Consultants, such as those retained to provide independent

professional consulting engineering services.

- u) **“Term”** means each period defined by each year of the Initial Term or a Renewal Term.
- v) **“Terminal Server”** means a device on which a Microsoft server operating system is installed.
- w) **“Terminal Server Environment”** means a 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.

II. Program

- a) **Acceptance for Benefits.** Upon Bentley’s acceptance of Subscriber into the Enterprise Subscription Program, Subscriber shall be entitled to receive the following benefits: (1) Enterprise Subscription Program benefits and rights as specified in this Amendment; and (2) Bentley LEARN Program benefits and rights as specified in Exhibit D of the Agreement.
- b) **SELECT Coverage of Eligible Products.** Eligible Products shall receive SELECT Coverage during the term of the Agreement.
- c) **SELECT Coverage of Ineligible Products.** Ineligible Products that are: (i) Baseline Products; or (ii) licensed by Subscriber during any Term, shall not be eligible for Enterprise Subscription Program benefits, and shall continue to be eligible for SELECT Coverage under the terms of the Agreement as long as the Agreement remains in effect and Subscriber is current on all outstanding invoices issued pursuant to the Agreement.

III. License Grants

- a) **Production Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants Subscriber, subject to the terms

and conditions contained herein, a non-exclusive, limited, non-transferable license to use: (i) Eligible Products (excluding Non-SELECT Server Products) for Subscriber Use for the term of the Enterprise Subscription Program, without limitation as to the number of Employees who may access and use the Eligible Products; and (ii) Non-SELECT Server Products for Subscriber Use solely at the machine that corresponds to each node-locked license to a Non-SELECT Server Product.

- b) **Evaluation Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants to Subscriber a limited, non-transferable, 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 SELECT Server hosted by Bentley in Exton, Pennsylvania (the “Evaluation Server”), and such licenses are not used for Production Use. The duration of use of an Evaluation License shall not exceed ninety (90) days (the “Evaluation Period”). Upon the earlier of the conclusion of the Evaluation Period or the termination of the Agreement or this Amendment, 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 Daily Subscriber 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 Reset Calculation to account for evaluation use of Eligible Products under licenses generated by a SELECT Server other than an Evaluation Server.

IV. Fees

- a) **Invoice and Payment.** Payment of the ELS Fee for the Initial Term and any Renewal Term shall be made annually, in advance, and shall be due within thirty (30) days of receipt of an invoice.
- b) **Failure to Pay.** Subscriber's failure to remit payment of the appropriate ELS Fee as set forth in this Section IV shall: (i) give Bentley the right to immediately revoke the Enterprise License Subscription and any other benefits of the Enterprise Subscription Program until such time that the appropriate ELS Fee is paid in full; and (ii) be treated as a material breach under Section VI(b) of this Amendment.
- c) **ELS Fee Changes For Additional Sites.** The ELS Fee is based on expected Daily Subscriber Usage from Subscriber and Staff Augmentation Consultants as of the Amendment Effective Date. Bentley may adjust the ELS Fee for the then current Term in the event additional Subscriber Sites are added to the Enterprise License Subscription.
- d) **Fees for Ineligible Products.** Ineligible Products licensed by Subscriber will receive SELECT Coverage under the terms of the Agreement and SELECT Program Fees for such Ineligible Products will be invoiced to Subscriber.
- e) **Best Practices.** Subscriber shall migrate Daily Subscriber Use reporting from all Subscriber and deployed SELECT Servers to the most recent Upgrade to SELECT Server within twelve (12) months of commercial release.
- f) **Reporting.** Subscriber shall either: (i) deploy the automatic transmission facility of SELECT Server for monthly transmission of usage information to Bentley; or (ii) provide Bentley with monthly delivery of all usage information created by SELECT Server. With respect to delivery of usage information under sub-section (ii), 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 shall allow Bentley access to all Subscriber Sites in order to verify the content of such manually transmitted usage information. Subscriber shall also deploy any other Bentley licensing technology, as requested by Bentley, in order to allow Bentley to monitor usage of Eligible Products by Subscriber.
- g) **No Modifications.** Subscriber shall not edit, alter, delete, or otherwise revise in any manner the content of the usage information generated by SELECT Server. Bentley shall treat each usage information transmission or delivery as confidential information of Subscriber. 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.
- V. SELECT Server**
- a) **Use a Prerequisite.** Prior to the Amendment Effective Date, Daily Subscriber Use at Subscriber Sites must be managed by the then current, most recent Upgrade to SELECT
- b) Server (whether hosted by Bentley or deployed by Subscriber at one or more locations). Subscriber may deploy a single SELECT Server for purposes of managing Subscriber Sites located in more than one Country, provided that: (1) such SELECT Server is configured to report Daily Subscriber Use within the Country it occurs, and (2) all Subscriber Use within a particular Country is initiated by a Site activation key that is unique to such Country.

VI. Term and Termination

- a) **Term.** The initial term of this Enterprise Subscription Program and this Amendment shall be for three (3) years (the "Initial Term"). This Amendment will terminate at the expiration of the Initial Term. Upon concurrence of the parties, this Amendment may be extended for a one (1) year term or other mutually agreed upon term in the manner set forth below (a "Renewal

Term”). Provided, however, that the maximum duration of this Amendment, including all extensions, shall not exceed nine (9) years. Bentley shall notify the Subscriber in writing, at least sixty (60) calendar days prior to the expiration of the then current term (“Renewal Notice”), of the Subscriber’s option to extend this Amendment for an additional one (1) year term. Within thirty (30) days of the receipt of the Renewal Notice, the Subscriber shall notify Bentley in writing of the Subscriber’s intent to extend this Amendment. If parties mutually agree to extend this Amendment, the parties shall execute an appropriate amendment extending the term of the Agreement and this Amendment for an additional one (1) year term or other mutually agreed upon term prior to the expiration of the then current term. The amendment will be subject to the signature and approval requirements as may be required by the Subscriber. If parties do not agree to an extension, this Amendment shall expire according to its terms, unless earlier terminated. If the Subscriber elects not to renew this Amendment, the Subscriber may, upon mutual agreement of the parties, extend the Agreement for a one (1) year term or other mutually agreed upon term through the execution of an appropriate amendment extending the Agreement prior to the expiration of the then current term of this Amendment.

- b) **Termination.** Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate the Enterprise License Subscription and this Amendment upon thirty (30) days prior written notice in the event Subscriber is in material breach of the Agreement or this Amendment, 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, including, but

not limited to, Subscriber’s breach of its obligations under Sections IV (a), V, and VII (f) of this Amendment.

c) **Lack of Appropriations.**

Bentley and the Subscriber understand and intend that the obligation of the Subscriber to pay the ELS Fees required under Exhibit B of this Amendment shall constitute an expense of the Subscriber and shall not in any way be construed to be a debt of the Subscriber in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Subscriber, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the Subscriber. It is understood that the Subscriber funds are contingent on the availability of lawful appropriations by the Subscriber. If the Michigan Legislature fails at any time to continue funding for the payments due hereunder, or the Subscriber fails to receive appropriations, limitations, or other expenditure authority, then the Subscriber shall have the right to terminate this Amendment and the Agreement upon giving thirty (30) days written notice prior to the Anniversary Date. Thereafter, this Amendment and the Agreement will terminate on the Anniversary Date without any further obligation of the Subscriber. The Subscriber shall pay all the ELS Fees annually

and all product terms will be set for a period of one (1) year. The Subscriber acknowledges that termination of this Amendment and the Agreement will result in loss of all entitlements and software functionality granted to the Subscriber under this Amendment and the Agreement as of the Anniversary Date.

- d) **Event of Termination.** In the event of a termination, expiration or non-renewal of this Amendment or the Agreement, Subscriber’s Enterprise License Subscription rights shall immediately terminate and Subscriber’s license

rights with respect to any Bentley Products (including those which became Eligible Products) shall revert back to the license rights Subscriber had in the Baseline Products plus all Bentley Products that did not become Eligible Products. In the event of termination of the Amendment only, SELECT Coverage for such Baseline Products and all Ineligible Products will continue under the terms and conditions of the Agreement and Subscriber shall remove all Eligible Products, except for the Baseline Products, from Subscriber Sites and shall return such Eligible Products to Bentley.

- e) **Cross-Termination.** This Amendment shall terminate immediately upon any termination of the Agreement and is subject to the termination conditions defined in the Agreement.

VII. Miscellaneous

- a) **Impact of Amendment.** This Amendment supplements the provisions of the Agreement, and amends and supersedes the Agreement with respect to the Eligible Products as set forth in the terms herein. In the event of any conflicting terms between the Agreement and this Amendment, the terms of this Amendment shall control with respect to the Eligible Products or the Enterprise Subscription Program.
- b) **Additional Designated Eligible Products.** In the event Bentley designates additional Eligible Products during any Term, Subscriber shall have the rights, benefits and obligations set forth herein with respect to such additional designated Eligible Products. Subscriber will not be invoiced for usage of any additional designated Eligible Products until the next Reset Calculation at which point Bentley shall include the Peak Usage, if any, of the newly added Eligible Products as part of the Reset Calculation for the next Renewal Term.
- c) **Representations and Warranties.** Subscriber hereby represents and warrants that: (i) Exhibit A to this Amendment, as of the Amendment Effective Date indicates a true and accurate

count of all Bentley Products licensed by Subscriber at Subscriber Sites which shall become eligible for treatment as Eligible Products, as indicated in this Amendment; (ii) it has the authority to bind itself for the Eligible Products at the Subscriber Sites set forth in Exhibit A to this Amendment; and (iii) upon its execution and delivery of this Amendment, the Amendment will be valid and binding on Subscriber

- d) **Use of Bentley Products in a Terminal Server Environment.** Subscriber shall not use 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 the Agreement, including, Exhibit T thereto, 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 ELS Fee for the Initial Term or any Renewal Term.
- e) **Waiver.** Subscriber hereby waives any and all license rights to Bentley Products not specified in Exhibit A to the Amendment.
- f) **Terms are Confidential.** Subscriber hereby acknowledges that Bentley has designated the terms of this Amendment and the attached Exhibits as proprietary. Bentley acknowledges that the non-disclosure of documents is subject to the legal requirements of the Freedom of Information Act, 1976 Act No. 442, as amended, MCL 15.231, *et seq.* Should Subscriber receive a public disclosure request pursuant to the Act for information contained herein, Subscriber agrees to notify Bentley of the request within a reasonable period. Bentley assumes exclusive responsibility for defending its position as to the confidentiality of the requested information. Neither Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any requests for disclosure of such information are made to

Subscriber, disclosure shall only be made consistent with and to the extent allowable under law.

- g) **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 rights to the Eligible Products upon expiration of the term hereof, in the event of a failure to pay the ELS 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.
- h) **Consequences of Global Use.** As a condition of the rights granted under this Amendment, Subscriber agrees to indemnify Bentley from all perils associated with the utilization of Eligible Products under the terms of this Amendment across Country boundaries, including, but not limited to, export controls that may be imposed on the Eligible Products by the United States Government or any country or organization of nations within whose jurisdiction the Eligible Products are used.
- i) **Assignment.** Subscriber shall not sell, assign or otherwise transfer its rights or obligations

under this Amendment or the Agreement, whether by contract or operation of law, without the prior written consent of Bentley. For purposes hereof, the following shall be prohibited sales, assignments or transfers, which without Bentley's prior consent shall result in the termination of the Amendment under the terms of Section VI(b) of this Amendment: (i) any merger, consolidation or other acquisition of Subscriber; (ii) any sale or transfer of any Subscriber Site, or any asset of Subscriber that includes the Eligible Products; or (iii) any sale of Subscriber's equity securities either by Subscriber or some or all of their respective stockholders, in a single or series of related transactions, the result of which will be that the holders of a majority of voting securities before the transaction cease to hold such majority after the transaction.

- j) **Entire Agreement** This Amendment and the Agreement are fully incorporated therein and made a part of the State of Michigan Contract No. 071B30001151 (the "Contract") which sets forth the entire agreement with respect to Bentley and Subscriber. The parties hereby agree that no other terms or conditions presented by Bentley or Subscriber are incorporated herein and any such terms are specifically excluded from this Amendment and the entire Enterprise Subscription Program.

Signature page to follow.

ICHIGAN DEPARTMENT OF TRANSPORTATION
ENTERPRISE LICENSE SUBSCRIPTION PROGRAM
TERMS AND CONDITIONS



BENTLEY

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives effective as of the Amendment Effective Date.

Bentley Systems, Incorporated	Michigan Department of Transportation
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Subscriber:

Baseline Products:

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236

Exhibit B

1. Enterprise License Subscription Fee for the Initial Term, shall be as follows:

1.1 First year of the Initial Term (October 1, 2008 – September 30, 2009): \$573,726.00

1.2. Second year of the Initial Term (October 1, 2009 – September 30, 2010): \$573,726.00

1.3. Third year of the Initial Term (October 1, 2010 – September 30, 2011): \$573,726.00

2. For each Renewal Term, the ELS Fee shall be the greater of:

- (i) the Reset Calculation; or
- (ii) the ELS Fee for Year 3 of the Initial Term.

3. Annual SELECT Program Fees for Ineligible Products¹:

3.1. For ARPS

(a) First year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

(b) Second year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

(c) Third year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

3.2. All other Ineligible Products¹:

Product Name	Quantity
Annual SELECT Program Fees	
	(Before Subscriber discount)

As of the Effective Date of this Amendment, Subscriber has not been licensed any other Ineligible Products.

Notes:

- (1) Fees shown for Ineligible Products are subject to change as a result of Product enhancement or consolidation. Any fee changes shall be effective upon the effective date of any Renewal Term.

Exhibit C

Sample of the Monthly Usage Peak calculation

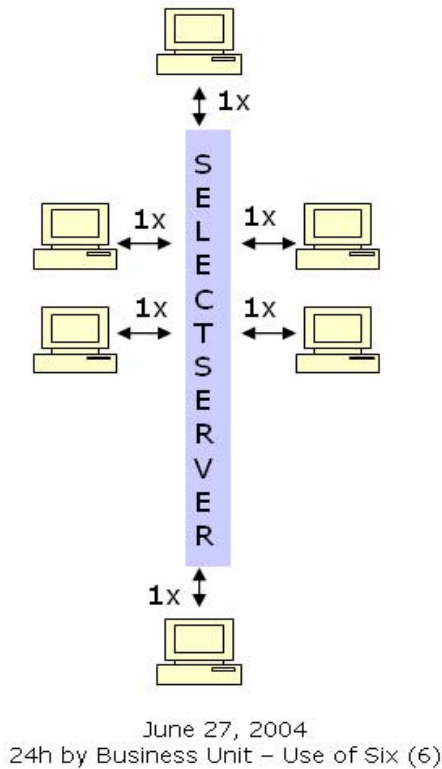
Renewal Fee

Scenario

- Organization with multiple Geographical Business units
 - Ohio
 - Virginia
 - Oklahoma
- The Geographical Business Unit represents the level at which the organization wishes to internally cross-charge corporate Enterprise License Subscription fees and as such have deployed and installed one Enterprise License Subscription SELECTserver for each business unit.
- Three Bentley Products in Use
 - MicroStation
 - Bentley I/RAS B
 - Bentley InterPlot Client
- Enterprise License Fee Calculation (for simplicity sake) based upon three calendar month year
 - June
 - July
 - August

Exhibit C
Sample of the Monthly Usage Peak calculation - *continued*

Monthly Peak Usage



Bentley Product	MicroStation				
Sum of UNIQUE MACHINE		Business Unit			
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate
	27-Jun-04	18	160	102	280

Aggregate Daily Use across All Sites (Enterprise) on June

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE		Business Unit			
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
June	1-Jun-04	1	8	2	11
	2-Jun-04	14	11	6	31
	3-Jun-04	17	142	95	254
	4-Jun-04	16	150	91	257
	5-Jun-04	18	153	106	277
	6-Jun-04	15	155	109	279
	7-Jun-04	2	143	79	224
	8-Jun-04	3	8	2	13
	9-Jun-04	21	10	4	35
	10-Jun-04	19	146	115	280
	11-Jun-04	20	152	113	285
	12-Jun-04	17	142	82	241
	13-Jun-04	14	145	87	246
	14-Jun-04	7	133	65	205
	15-Jun-04		3	3	6
	16-Jun-04	21	8	2	31
	17-Jun-04	18	145	87	250
	18-Jun-04	20	143	84	247
	19-Jun-04	20	144	77	241
	20-Jun-04	13	143	85	241
	21-Jun-04	2	132	132	266
	22-Jun-04	2	8	4	14
	23-Jun-04	22	9	6	37
	24-Jun-04	18	139	79	236
	25-Jun-04	20	151	78	249
	26-Jun-04	21	148	106	275
	27-Jun-04	18	160	102	280
	28-Jun-04	4	133	75	212
	29-Jun-04	1	12	6	19
	30-Jun-04	15	18	5	38

Monthly Peak

Exhibit C
Sample of the Monthly Usage Peak calculation - *continued*

Second Highest Monthly Peak

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
June	1-Jun-04	1	8	2	11
	2-Jun-04	14	11	6	31
	3-Jun-04	17	142	95	254
	4-Jun-04	16	150	91	257
	5-Jun-04	18	153	106	277
	6-Jun-04	15	155	109	279
	7-Jun-04	2	143	79	224
	8-Jun-04	3	8	2	13
	9-Jun-04	21	10	4	35
	10-Jun-04	19	146	115	280
	11-Jun-04	20	152	113	285
	12-Jun-04	17	142	82	241
	13-Jun-04	14			
	14-Jun-04	7			
Sum of UNIQUE MACHINE					
Business Unit					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
August	1-Aug-03	19	152	97	268
	2-Aug-03	1	131	60	192
	3-Aug-03	1	14	7	22
	4-Aug-03	19	4	8	31
	5-Aug-03	21	142	84	247
	6-Aug-03	22	144	112	278
	7-Aug-03	19	140	102	261
	8-Aug-03	15	149	96	260
	9-Aug-03		128	61	189
	10-Aug-03		15	7	22
	11-Aug-03	25	12	1	38
	12-Aug-03	36	146	99	281
	13-Aug-03	24	189	100	313
	14-Aug-03	22	148	69	239
	15-Aug-03	21	138	73	232
	16-Aug-03	2	140	62	204
	17-Aug-03	2	13	6	21
	18-Aug-03	24	10	5	39
	19-Aug-03	22	150	67	239
	20-Aug-03	23	155	85	263
	21-Aug-03	22	154	99	275
	22-Aug-03	18	142	81	241
	23-Aug-03		134	73	207
	24-Aug-03		10	6	16
	25-Aug-03	26	13	3	42
	26-Aug-03	29	141	86	256
	27-Aug-03	29	136	102	267
	28-Aug-03	41	135	95	271
	29-Aug-03	26	139	98	263
	30-Aug-03		133	57	190
	31-Aug-03		6	2	8

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
July	1-Jul-04		151	80	231
	2-Jul-04	19	141	105	265
	3-Jul-04		137	72	209
	4-Jul-04		4		4
	5-Jul-04		60	25	85
	6-Jul-04		8	3	11
	7-Jul-04	16	9		25
	8-Jul-04	19	157	97	273
	9-Jul-04	20	153	112	285
	10-Jul-04	18	160	116	294
	11-Jul-04	19	148	85	252
	12-Jul-04	1	152	86	239
Sum of UNIQUE MACHINE					
Business Unit					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
August	1-Aug-03		161	107	268
	2-Aug-03		155	92	247
	3-Aug-03		154	98	252
	4-Aug-03		151	104	255
	5-Aug-03		153	76	229
	6-Aug-03		15	6	21
	7-Aug-03		16	5	21
	8-Aug-03		149	92	241
	9-Aug-03		155	106	261
	10-Aug-03		155	106	261
	11-Aug-03		162	95	257
	12-Aug-03		141	79	220
	13-Aug-03		27	2	29
	14-Aug-03		20	5	25
	15-Aug-03		157	101	258
	16-Aug-03		154	109	263
	17-Aug-03		147	123	270



SELECT PROGRAM AGREEMENT

Between
State of Michigan
And
Bentley Systems, Incorporated

Bentley SELECT®

Bentley SELECT Agreement Number (CLA No. 10399420)

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 State of Michigan for and on the behalf the Michigan Department of Transportation with principal offices at 425 W. Ottawa St. Lansing, MI 48909 ("Subscriber" or "MDOT"). 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, B, D and T hereto and as such time as MDOT engages Professional Services Exhibit C 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, THE PARTIES ACKNOWLEDGE THAT, THROUGH THEIR AUTHORIZED REPRESENTATIVES, THEY HAVE READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. NEITHER PARTY IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN.

STATE OF MICHIGAN

BENTLEY SYSTEMS, INCORPORATED

Signature

Joann Klasko

Printed Name

Buyer

Title

Address: 530 W. Allegan
Lansing, MI 48909

Telephone: 517-241-7233

Facsimile: 517-335-0046

Date Signed: 9-3-2008

Signature

Printed Name

Title

685 Stockton Drive
Exton, Pennsylvania 19341

Telephone: 610-458-5000

Facsimile: 610-458-1060

Date Signed:

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 and Bentley agree that Attachment I sets forth a complete list of all Bentley Products licensed by Subscriber as of the effective date of this Agreement and the Sites where such Products are used. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber's SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber's periodic invoices for SELECT Program services.

2. SELECT Support Services

2.01. Bentley shall provide SELECT support services directly to the Subscriber and will not direct the SELECT support services to any third party.

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 handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one platform for an equivalent license for such Product on another platform (a "Platform Exchange").

3.02. Such Upgrade, Update, or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

3.03. In order for Subscriber to be eligible to receive Upgrades, Updates, or Platform Exchanges, Bentley may require that Subscriber first return

the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update, or Platform Exchange directly to Bentley.

3.04. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber's aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.

4. SELECT Online.

Subscriber shall receive access to SELECT Online as set forth below and in more detail in the applicable online agreement found at 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.

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. Subscriber's use of SELECT Online constitutes Subscriber's agreement to be bound by following:

(a) Disclaimer or Warranties and Liability.

Use of SELECT Online and any Materials contained on it are at Subscriber's own risk. Due to numerous possible sources of information available through SELECT Online, and the inherent uncertainties of electronic distribution, there may be delays, omissions, inaccuracies or other problems with such information. Reliance upon any information on SELECT Online is at Subscriber's own risk. Subscriber is solely responsible for any loss of data or damage to Subscriber's computer system resulting from the use of SELECT Online. In states where exclusion of damages is specifically prohibited, Subscriber agrees that Bentley's liability, if any, is limited to, and will not exceed, fifty dollars (\$50).

LIMITATION OF LIABILITY: BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY SUBSCRIBER AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING OR DOWNLOADING THE MATERIALS ON THIS WEBSITE. BENTLEY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF BENTLEY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUBSCRIBER AGREES TO HOLD BENTLEY HARMLESS FROM, AND SUBSCRIBER AGREES NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM THEIR USE OF SELECT ONLINE OR THE MATERIALS OR THE SERVICES PROVIDED THROUGH SELECT ONLINE.

(b) **Third Party Content Disclaimer.** Bentley has not independently authenticated Materials provided by third party providers in whole or in part. Bentley does not provide, sell, license or lease any of

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

the Materials other than those specifically identified as being provided by Bentley. Bentley makes no warranty or representation with respect to any third party Materials.

- (c) **Third Party Links.** SELECT Online may be linked to other websites that Bentley does not control or maintain. Bentley provides this service as a convenience only.

- (d) **Disclaimer.**

"Links" may direct Subscriber to third party Internet sites, or other electronic links, that are unaffiliated with Bentley (the "Third Party Sites"). Bentley does not endorse the Third Party Sites, nor does Bentley guarantee the accuracy of, nor make any representations relating to, any of the information which may be found on the Third Party Sites. Links to Third Party Sites, if present on "Links", are provided for the convenience of you the audience. Bentley does not grant you any rights relating to the Third Party Sites.

"Materials" as used in this Section 4.03 of Exhibit A is not intended to include Bentley Products, use of which is governed by the End User License Agreement distributed with such Product.

5. Product Licensing

5.01. General.

- (a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of any such Product.
- (b) **Future Licenses.** In the event that Subscriber acquires or licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such purchase. Subscriber hereby agrees that its downloading or use of any Products delivered to 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.**

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

- (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 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 CAL Subscription, Product Subscription license or Portfolio Subscription license 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 CAL Subscriptions, 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

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 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.

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 invoice Subscriber annually for the SELECT Program Fees for all Product licenses and CALs as of the Effective Date of this Agreement. Bentley shall at the time new Product licenses and CALs are purchased shall provide Subscriber with a pro-rated annual invoice for the Current Year reflecting coverage of the Product

6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on and in United States Dollars.

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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

1. Definitions.

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

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| <p>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.</p> <p>1.02. “Anniversary Date” shall mean the annual recurrence of the Effective Date.</p> <p>1.03. “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.</p> <p>1.04. “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).</p> <p>1.05. “Country” means the country: (i) where the Product is first obtained from Bentley; 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.</p> <p>1.06. “Current Year” shall mean the 365 day period commencing on the Effective Date of the Agreement, and thereafter the 365 day period, or 366 day period during leap year, commencing on each Anniversary Date.</p> <p>1.07. “Current Year” shall mean the 365 day period commencing on the Effective Date of the Agreement, and thereafter the 365 day period, or 366 day period during leap year, commencing on each Anniversary Date.</p> <p>1.08. “Definition of Use” shall have the meaning set forth in each License Key</p> <p>1.09. “Device” means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server, or other electronic device.</p> <p>1.10. “Distribute” means distribution by Bentley through all means now known or hereinafter developed.</p> <p>1.11. “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.</p> <p>1.12. “Effective Date” means July 1, 2008.</p> <p>1.13. “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.</p> <p>1.14. “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.</p> <p>1.15. “Intellectual Property Rights” includes all patents, copyright, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information and all other</p> | <p>intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967.</p> <p>1.16. “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.</p> <p>1.17. “License Term” shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.</p> <p>1.18. “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.</p> <p>1.19. “Online Agreement” shall be defined as set forth in Exhibit A, Section 4 herein.</p> <p>1.20. “Order” shall be defined as set forth in Exhibit C, Section 1.01 herein.</p> <p>1.21. “Pre-Existing Works” shall be defined as set forth in Exhibit C, Section 1.08 herein.</p> <p>1.22. “Platform Exchange” shall be defined as set forth in Exhibit A, Section 3.01 herein.</p> <p>1.23. “Portfolio Subscription” shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.</p> <p>1.24. “Product Subscription” shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.</p> <p>1.25. “Production Use” means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for internal production purposes, and excludes External Users (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.</p> <p>1.26. “Proprietary Information” shall be defined as set forth in Exhibit B, Section 3.06(a) herein.</p> <p>1.27. “SELECT Online” shall be defined as set forth in Exhibit A, Section 4.01 herein.</p> <p>1.28. “SELECT Program Fee” means the fee for SELECT Program services as set forth from time to time in Bentley’s sole discretion.</p> <p>1.29. “SELECTserver” means Bentley’s server-based licensing technology.</p> <p>1.30. “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.</p> <p>1.31. “Server” means one of Subscriber’s computers that can run a Server Product.</p> <p>1.32. “Server Product” means a Product that provides services or functionality to Subscriber’s Server(s).</p> <p>1.33. “Service Bureau Use” includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.</p> <p>1.34. “Site” means a discrete geographic location.</p> |
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BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

- 1.35. **“Subscriber”** shall be defined as set forth on the front page of this Agreement.
- 1.36. **“Subscription License”** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.37. **“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.
- 1.38. **“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.
- 1.39. **“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.
- 1.40. **“Update”** means a maintenance release of a Product.
- 1.41. **“Upgrade”** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.42. **“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.
- 1.43. **“User”** means an individual person.
- 1.44. **“Work”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.45. **“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.
- 3.01. **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 hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Bentley Products and to Bentley’s technology and business practices (collectively

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

"Proprietary Information") as defined by the Freedom of Information Act, 1976 Act No. 442, as amended, NCL 15.231, et seq.. Subscriber agrees to treat all Proprietary Information in accordance with this Paragraph. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.

- (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, (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence; or (iv) is required by the Freedom of Information Act. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.
- (g) Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

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 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.

- 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,

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

- 4.05. **Disclaimer.** Subscriber acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business, and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.
- 4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING 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, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 4.07. **Indemnification by Bentley.** Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's United States copyright, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of this Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product. This 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**
The term of this Agreement shall be for a term of three (3) years commencing on October 1, 2008 and terminating on September 30, 2011 (the "Initial Term"). Upon the concurrence of the parties, this Agreement may be extended for additional one (1) year terms in the manner described herein provided, however, that the maximum duration of this Agreement, including all extensions, shall not exceed nine (9) years.
- Bentley shall notify Subscriber in writing at least sixty (60) calendar days prior to the expiration of the then current term ("Renewal Notice") of Subscriber's option to extend this Agreement for an additional one (1) year term. Within thirty (30) calendar days of receipt of the Renewal Notice State shall notify Bentley of Subscriber's intent to extend the Agreement for an additional one (1) year term or an additional term to be mutually agreed upon. If the parties mutually agree to an extend this Agreement the parties shall execute an appropriate amendment extending the term for an additional one (1) year term or an additional term as mutually agreed upon prior to the expiration of the then current term. If the parties do not agree to an extension, this Agreement shall expire according to its terms, unless earlier terminated.
- 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 thirty

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

(30) 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. 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.

7.04. 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 and The State of Michigan Contract No. 071B30001151 constitutes the Entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties herein. Any additional or different terms or conditions appearing on a Product Order, 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 Paragraph 8.03 of this Exhibit B. The parties agree that, with regard to any inconsistencies, which might arise between various documents incorporated in the Entire Agreement, the order of precedence shall be as follows:

(i) The State of Michigan Contract No. 071B30001151.

(ii) This Agreement.

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. Neither party shall 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 their 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 State of Michigan, 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. 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.

8.11. Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.

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

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

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 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 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 replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving regard to it 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.** The State of Michigan will reimburse for actual expenses (supported by detailed receipts and mileage logs) provided that all travel arrangement., air hotel and rental card, be arranged through Total Travel Management which is the State of Michigan's contacted travel agency.

1.13. **Estimates.** Estimates of total fees for projects may be provided in an Order, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services actually rendered if Subscriber so chooses.

1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber which is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing and as maybe permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

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.

SELECT Program Agreement

Training Subscriptions Exhibit D Dated as of March 2007

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.

modify the information provided through the OnDemand eLearning online content or (ii) discontinue any portion of the OnDemand eLearning online content.

2. **Applicability.** At Subscriber's request, and upon Bentley's approval, Subscriber may be entitled to receive Product training through Bentley's Enterprise Training Subscription ("ETS") and Bentley LEARN programs 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 courses and other benefits available under this Exhibit D.

(b) Subscriber shall use the OnDemand eLearning online content only in accordance with and subject to the Agreement as supplemented by the OnDemand eLearning Agreement, which is a condition precedent to use of OnDemand eLearning online content. The OnDemand eLearning Agreement supplements the Agreement, but does not supersede it in any respect. In the event of a conflict between the OnDemand eLearning Agreement and the Agreement the terms of the Agreement shall control.

3. **Enterprise Training Subscription Program.** Specific ETS program benefits, terms and requirements shall be set forth in a Proposal (the "ETS Proposal"), which shall specify following:

(c) The non-transferable non-perpetual, non-exclusive "right to use" license granted in the OnDemand eLearning Agreement shall terminate immediately upon suspension or termination of Subscriber's ETS, Bentley LEARN program subscription, or the Agreement. Upon such termination, Subscriber shall discontinue use of all OnDemand eLearning online content.

(a) The calculation used to determine the fee payable by Subscriber in return for the program benefits offered under the ETS program (the "ETS Fee") and what expenses, if any, are included in the ETS Fee. Any expenses not specifically mentioned as included in the ETS Fee shall be billed separately to and paid by Subscriber.

5. **Term and Termination.** This Exhibit D shall become effective on the date that Bentley produces an invoice to Subscriber for the ETS program or the Bentley LEARN program subscription (the "Exhibit Effective Date"). The term of the ETS or the Bentley LEARN program shall begin on the Exhibit Effective Date and shall continue for a term of one (1) year. Thereafter, the ETS or Bentley LEARN program subscription shall automatically renew for successive one (1) year terms 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 then current term. In the event that the ETS or Bentley LEARN program 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 then current term, Subscriber shall remain responsible for the full amount of ETS Fees or Bentley LEARN program subscription fees for the entire current term.

(b) Instructor-led scheduled classes that the Subscriber may register for and attend on a space available basis.

(c) Classes that will not be available to Subscriber as instructor-led courses, but that may be offered by Bentley or by an authorized Bentley partner.

(d) The calculation used to determine the quantity of company-specific training services days that Subscriber may be entitled to receive.

(e) The program benefits available to Subscriber through account-specific training services days, and terms related to scheduling and cancellation of account-specific training services days. Account-specific training services expenses actually incurred must be paid by Subscriber in the event Subscriber cancels a company-specific training services session.

6. **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 or the ETS Proposal, this Exhibit D shall control with respect to Subscriber's Enterprise Training Subscription and Bentley LEARN program subscription.

(f) Learning advisory services that Subscriber may be entitled to receive, including planning, assessment and tracking of Subscriber's participation in Bentley Institute training activities.

4. **Bentley LEARN Program.** Through the Bentley LEARN program, 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 the Bentley LEARN program benefits, the applicable Bentley LEARN program subscription fee in effect as of the beginning of each term defined below in Section 5 of this Exhibit D. Bentley LEARN Subscribers will have access to Bentley's OnDemand eLearning online content as per the terms and requirements set forth below and in the applicable online agreement (the "OnDemand eLearning Agreement"):

(a) Bentley shall have the sole right to control the format, content, delivery and all aspects of the OnDemand eLearning online content, and specifically reserves the right to at any time (i)

SELECT Program Agreement

Terminal Server Exhibit T Dated as of July 2006

1. **Definition.** 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 install and implement 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 Terminal Server shall be configured with SELECTserver, such that SELECTserver shall accurately record individual computer names as each Product use session is 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.

SELECT Program Agreement

Terminal Server
Exhibit T
Dated as of July 2006

The State of Michigan
As of October 1, 2008

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236
ARPS Products are to be added once verified	To be determined

SELECT Program Agreement

Terminal Server
Exhibit T
Dated as of July 2006

PROPRIETARY AND CONFIDENTIAL INFORMATION



Enterprise License Subscription Proposal

Presented to

The Michigan Department of Transportation



SELECT Program Agreement

Terminal Server
Exhibit T
Dated as of July 2006

June 6, 2008

UNAUTHORIZED DUPLICATION AND DISTRIBUTION PROHIBITED



685 Stockton Drive • Exton, PA 19341-0678 • Tel: (610) 458-5000

June 6, 2008

Ms. Joann M. Klasko
Purchasing Operations
Michigan Department of Management and Budget
530 W. Allegan Street
Lansing, MI 48933

Subject: Proposal for Enterprise License Subscription

Dear Ms. Klasko:

Bentley Systems, Inc. (Bentley) is pleased to provide for your review our proposal for the Enterprise License Subscription (ELS) at the Michigan Department of Transportation (MDOT). We appreciate the opportunity to provide MDOT with this innovative and effective program for licensing Bentley's software solutions within MDOT.

For large-scale users like MDOT, Bentley has developed a licensing program that greatly simplifies access to our products and offers you unique financial advantages. With an Enterprise License Subscription, MDOT has enterprise-wide access to virtually all Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers with full SELECT® benefits.

The Enterprise License Subscription Program frees MDOT from discrete procurement decisions and permits you to focus on effective application of Bentley products, supporting a stable and more effective production environment.

Should you have any questions regarding this proposal, please contact me at 610-764-8485. We appreciate this opportunity to submit our response and stand ready to serve your needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Curran'.

Brian Curran
Account Manager
Transportation & Local Infrastructure
Bentley Systems, Inc.

MICHIGAN DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR AN ENTERPRISE LICENSE SUBSCRIPTION
TABLE OF CONTENTS



1.0 Benefits of an Enterprise License Subscription for the MDOT	2
1.1 MANAGEMENT SUMMARY	2
1.2 NARRATIVE	2
2.0 Scope of the Enterprise License Subscription	4
3.0 Bentley Developer Network (BDN) - SELECT Developer Program	5
4.0 Bentley Professional Services	6
4.1 BENTLEY PROFESSIONAL CONSULTING AND IMPLEMENTATION SERVICES	6
4.2 BENTLEY CONSULTING PROFESSIONAL SERVICES LABOR CATEGORIES AND RATES	6
5.0 Michigan Permit and Routing System (MIPARS)	8
6.0 Three Year Bentley Program Pricing Summary	9
7.0 About Bentley	100
8.0 Acceptance	i1

1.0 Benefits of an Enterprise License Subscription for the MDOT

Management Summary

Bentley understands that the MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) manages multiple districts. Individual product evaluation and procurement processes can be disruptive and distracting, and the realities of typical budget and purchasing constraints do not lend themselves well to keeping pace with technology advances.

For large-scale users like MDOT, Bentley has developed a licensing program that greatly simplifies access to our products and offers you unique financial advantages. With an Enterprise License Subscription, MDOT has enterprise-wide access to virtually all Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers with full SELECT® benefits.

The Enterprise License Subscription frees MDOT from discrete procurement decisions and permits you to focus on effective application of Bentley products, supporting a stable and more effective production environment.

Narrative

As Bentley understands it, MDOT has responsibility for planning, construction and maintenance of Michigan's extensive transportation network, which encompasses highways and bridges, airports, public transit, rail freight and rail passenger systems. For an annual fee, MDOT will continue to be able to access all the Bentley owned and distributed software identified in Exhibit 2, in any quantity, anywhere in the department within the State of Michigan, at any time.

As MDOT has seen over the last six years, the advantages to an Enterprise License Subscription are significant. An Enterprise License Subscription:

General:

- Facilitates easy deployment of needed technology without limitations and emphasizes technology standards and product integration
- Enables push to common platform across the enterprise
- Includes the benefits of our comprehensive Bentley SELECT program
 - Ensures consistency of version between users
 - Only approved products and versions used
- Provides predictable budgeting
- Shifts focus toward workflow effectiveness and optimization
- Simplifies license administration, tracking and billing across the enterprise
- Reduces procurement costs and product justification timelines on new products.
- Ensures software license compliance
- Provides the flexibility to accommodate a fluctuating number of users per software application, as MDOT's design, construction, operation and maintenance needs change throughout a project cycle
- ProjectWise, currently implemented at MDOT, will continue to grow as the collaborative engineering environment for all MDOT agencies.

Additional software purchases at MDOT:

- It would be likely that MDOT would utilize the ELS to access additional licenses around roadway design, ProjectWise, Bentley's structural software, the Haestad Methods line, and construction inspection software.

Scope of the Enterprise License Subscription

This proposal is based upon the terms and conditions of the SELECT Program Agreement as set forth in Exhibit 1 between Bentley and MDOT, as amended by terms and conditions applicable to the Enterprise License Subscription Program Amendment to SELECT defined in Exhibit 2. Any subsequent purchase order issued by MDOT will be governed by the terms and conditions of the SELECT Program Agreement.

Enterprise License Subscription and Enterprise License Subscription Fees

Under an Enterprise License Subscription, MDOT will have the right to use unlimited amounts of Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers, as listed in the Enterprise License Subscription Program.

Bentley grants MDOT the right to use Bentley products specified in the Enterprise License Subscription Program at any geographic location within the State of Michigan and within the MDOT organization by MDOT employees and any third party personnel who work at MDOT's location(s) and whose work is supervised or managed by MDOT.

The annual Enterprise License Subscription fee is set forth in the Enterprise License Subscription Program Amendment to SELECT defined in Exhibit 2 and includes SELECT coverage for all products accessed through the Enterprise License Subscription Program.

Enterprise License Subscription term is defined in exhibit 2 the Enterprise License Subscription Program Amendment to SELECT.

Bentley Developer Network (BDN) - SELECT Developer Program

For the term of the Enterprise Subscription, Bentley grants MDOT exclusive access to the SELECT Developer Program. The SELECT Developer Program is a subscription level within the Bentley Developer Network specifically designed to meet MDOT's development support requirements for in-house customization and configuration of Bentley MicroStation® and related AEC content creation, management and publishing technology solutions beyond the standard tools delivered with the products. At the core of a SELECT Developer Program subscription lays privileged Bentley Application Programming Interfaces (APIs) and Software Development Kits (SDKs), comprehensive tools for rapidly building, integrating, and operating application innovations. SELECT Developer Program benefits also include: direct access to Bentley's developer support group, a wide array of technical and interactive support tools available on the Bentley Developer only web-site, and complimentary registration for the annual Bentley Developer Conference.

Bentley Professional Services

Bentley's Professional Services organization is dedicated to optimizing and supporting engineering environments worldwide. This trained team of experts provides users of Bentley technology with a host of technical services that helps project teams leverage engineering information. For purposes of clarity, the Enterprise License Program Amendment does not include any Bentley Professional Services. Therefore, this proposal describes the services available from Bentley Professional Services to help MDOT maximize its investment in Bentley technology.

Bentley Professional Consulting and Implementation Services

Bentley Consulting stands ready to assist MDOT by sharing its experience implementing business solutions for design, documentation and collaboration. Bentley Consulting (BPS) is comprised of a team of experienced consultants, analysts, engineers and software developers who can add extensive knowledge to any project team. They review and make recommendations to project workflow, configure and manage the deployment of enterprise solutions. Each member of Bentley Consulting Team has direct access to all Bentley resources, including the Bentley Institute.

BPS provides:

- **Review** – Review of application functionality, benefits and a working demonstration.
- **Education** – Delivery of Bentley Institute courseware and the development and delivery of customized courseware. Includes company-wide training program development.
- **Deployment** – Installation, configuration, standards development and application coaching. Deployment extends to all business operations including business management, project teams and consultants.
- **Optimization** – Assistance to help users maximize a single application or a suite of applications includes enterprise configurations and advanced techniques education. Recommendations for improvement identified from a review of project workflow.
- **Customization** – Development of user-specific functionality of base applications to address specific needs and integration with other business applications.
- **Project Management** – Planning, execution, resource allocation, team coordination and communications to ensure a successful project completion. Project management provides a single point of project accountability.

Bentley Consulting Professional Services Labor Categories and Rates

Labor categories and rates proposed for this agreement are as shown below. These rates are valid for the first year of the Agreement, after which time they will be subject to an annual increase of 3.5%. These are fully loaded rates which include overhead, travel, profit and expenses.

Engineering / ProjectWise Services

- Consultant:
\$213.75/Hour (\$1,710 daily rate)
- Senior Consultant:
\$280.75/Hour (\$2,246 daily rate)
- Project Manager:
\$307.75/Hour (\$2,462 daily rate)



Operations & Maintenance Services

- Consultant: \$220/Hour (\$1,760 daily rate)
- Senior Consultant: \$305/Hour (\$2,440 daily rate)
- Project Manager: \$315/Hour (\$2,520 daily rate)

Michigan Permit and Routing System (MIPARS)

The Real Estate Division of MDOT has implemented Bentley MIPARS solution for oversize/overweight (OS/OW) vehicle permit application, issuance, and payment processing – all via the Internet. An accounting system streamlines the purchase and payment process, and integrates with the transportation agency's financial and accounting systems. The MIPARS system is available to all customers of the trucking industry that do business with MDOT.

The MDOT MIPARS system is a Bentley SolutionsWare system, which is maintained under the SELECT program agreement; however, MIPARS is not a component of the ELS Program. To maintain cohesiveness the MIPARS system will be invoiced along with the ELS Program but as an independent line item.

MICHIGAN DEPARTMENT
PROPOSAL FOR AN ENTERPR
SECTION 7.0: THREE YEAR BENTLE



TION
SUMMARY

Three Year, Initial Term Bentley Program Pricing Summary

Contract Year	ELS*	MIPARS SELECT**	Estimated Services	Annual Total
1	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
2	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
3	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
3-Year Total	\$1,721,178	\$275,724	\$2,500,000	\$4,746,901.80

* First Year of the Initial Term the ELS Fee shall be \$573,726. This is a factor of the current MDOT agency's existing ELS rate (\$665,634) x 1.0., minus MIPARS (\$91,908), which is listed as a separate line item. Rate Chart reflects a 0% growth rate for years two and three. ELS rate will be locked for the three-year term.

**Not Eligible Products – The SELECT on MDOT's implementation of Bentley MIPARS software is not included in the ELS - (refer to Michigan DOT ELS Program Terms and Conditions Document – Exhibit C). SELECT Fees for not Eligible Products will be invoiced at the Annual SELECT Program Fees less Subscriber's Earned Volume Discount.

JUNE 6, 2008

9

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

About Bentley

Bentley Systems, Incorporated provides software for the lifecycle of the world's infrastructure. The company's comprehensive portfolio for the building, plant, civil, and geospatial industries spans architecture, engineering, construction (AEC) and operations. With revenues now surpassing \$400 million annually, and more than 2,000 colleagues around the world, Bentley is the leading provider of AEC software to the Engineering News-Record Top 500 Design Firms and major owner-operators and was named the world's No. 2 provider of GIS/geospatial software solutions in a recent Daratech research study.

Users of our software design, build, map, analyze, and operate the engineering projects of the world, such as utility networks, roadways, railways, bridges, airports, skyscrapers, and industrial and power plants. Our mission is to help them work faster and better.

Acceptance

Proposed by:

Brian Curran
Bentley Systems, Incorporated

Agreed and Accepted by:

(Signature)

(Name)

(Title)

(Date)

JUNE 6, 2008

I

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

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 29, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE ... (610) 458-5000
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Neal.Harville@bentley.com	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Cindy Turben Software Maintenance & Services – MDOT	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS	
N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED through September 30, 2011 and INCREASED by \$4,746,902.00. Please see attached yearly maintenance rates.

Contractual services have been added to this contract at the following hour rates:

Consultant:	\$210.00
Senior Consultant:	\$275.00
Project Manager:	\$290.00

Please note that the buyer has been changed to Joann Klasko.

AUTHORITY/REASON (S):

Per MDOT, DIT, DMB and the 8/19/2008 Administrative Board approval.

INCREASE: \$4,746,902.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,795,971.00

JUNE 6, 2008 II

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

PROPRIETARY AND CONFIDENTIAL INFORMATION



Enterprise License Subscription Proposal

Presented to

The Michigan Department of Transportation



June 6, 2008

UNAUTHORIZED DUPLICATION AND DISTRIBUTION PROHIBITED-FINAL DRAFT



685 Stockton Drive • Exton, PA 19341-0678 • Tel: (610) 458-5000

June 6, 2008

Ms. Joann M. Klasko
Purchasing Operations
Michigan Department of Management and Budget
530 W. Allegan Street
Lansing, MI 48933

Subject: Proposal for Enterprise License Subscription

Dear Ms. Klasko:

Bentley Systems, Inc. (Bentley) is pleased to provide for your review our proposal for the Enterprise License Subscription (ELS) at the Michigan Department of Transportation (MDOT). We appreciate the opportunity to provide MDOT with this innovative and effective program for licensing Bentley's software solutions within MDOT.

For large-scale users like MDOT, Bentley has developed a licensing program that greatly simplifies access to our products and offers you unique financial advantages. With an Enterprise License Subscription, MDOT has enterprise-wide access to virtually all Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers with full SELECT® benefits.

The Enterprise License Subscription Program frees MDOT from discrete procurement decisions and permits you to focus on effective application of Bentley products, supporting a stable and more effective production environment.

Should you have any questions regarding this proposal, please contact me at 610-764-8485. We appreciate this opportunity to submit our response and stand ready to serve your needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Curran'.

Brian Curran
Account Manager
Transportation & Local Infrastructure
Bentley Systems, Inc.

MICHIGAN DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR AN ENTERPRISE LICENSE SUBSCRIPTION
TABLE OF CONTENTS



1.0 Benefits of an Enterprise License Subscription for the MDOT	2
1.1 MANAGEMENT SUMMARY	2
1.2 NARRATIVE	2
2.0 Scope of the Enterprise License Subscription	4
3.0 Bentley Developer Network (BDN) - SELECT Developer Program	5
4.0 Bentley Professional Services	6
4.1 BENTLEY PROFESSIONAL CONSULTING AND IMPLEMENTATION SERVICES	6
4.2 BENTLEY CONSULTING PROFESSIONAL SERVICES LABOR CATEGORIES AND RATES	6
5.0 Michigan Permit and Routing System (MIPARS)	8
6.0 Three Year Bentley Program Pricing Summary	9
7.0 About Bentley	100
8.0 Acceptance	i1

1.0 Benefits of an Enterprise License Subscription for the MDOT

Management Summary

Bentley understands that the MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) manages multiple districts. Individual product evaluation and procurement processes can be disruptive and distracting, and the realities of typical budget and purchasing constraints do not lend themselves well to keeping pace with technology advances.

For large-scale users like MDOT, Bentley has developed a licensing program that greatly simplifies access to our products and offers you unique financial advantages. With an Enterprise License Subscription, MDOT has enterprise-wide access to virtually all Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers with full SELECT® benefits.

The Enterprise License Subscription frees MDOT from discrete procurement decisions and permits you to focus on effective application of Bentley products, supporting a stable and more effective production environment.

Narrative

As Bentley understands it, MDOT has responsibility for planning, construction and maintenance of Michigan's extensive transportation network, which encompasses highways and bridges, airports, public transit, rail freight and rail passenger systems. For an annual fee, MDOT will continue to be able to access all the Bentley owned and distributed software identified in Exhibit 2, in any quantity, anywhere in the department within the State of Michigan, at any time.

As MDOT has seen over the last six years, the advantages to an Enterprise License Subscription are significant. An Enterprise License Subscription:

General:

- Facilitates easy deployment of needed technology without limitations and emphasizes technology standards and product integration
- Enables push to common platform across the enterprise
- Includes the benefits of our comprehensive Bentley SELECT program
 - Ensures consistency of version between users
 - Only approved products and versions used
- Provides predictable budgeting
- Shifts focus toward workflow effectiveness and optimization
- Simplifies license administration, tracking and billing across the enterprise
- Reduces procurement costs and product justification timelines on new products.
- Ensures software license compliance
- Provides the flexibility to accommodate a fluctuating number of users per software application, as MDOT's design, construction, operation and maintenance needs change throughout a project cycle
- ProjectWise, currently implemented at MDOT, will continue to grow as the collaborative engineering environment for all MDOT agencies.

Additional software purchases at MDOT:

- It would be likely that MDOT would utilize the ELS to access additional licenses around roadway design, ProjectWise, Bentley's structural software, the Haestad Methods line, and construction inspection software.

Scope of the Enterprise License Subscription

This proposal is based upon the terms and conditions of the SELECT Program Agreement as set forth in Exhibit 1 between Bentley and MDOT, as amended by terms and conditions applicable to the Enterprise License Subscription Program Amendment to SELECT defined in Exhibit 2. Any subsequent purchase order issued by MDOT will be governed by the terms and conditions of the SELECT Program Agreement.

Enterprise License Subscription and Enterprise License Subscription Fees

Under an Enterprise License Subscription, MDOT will have the right to use unlimited amounts of Bentley products, including Bentley MicroStation®, Bentley discipline-specific solutions, and Bentley content management and publishing collaboration servers, as listed in the Enterprise License Subscription Program.

Bentley grants MDOT the right to use Bentley products specified in the Enterprise License Subscription Program at any geographic location within the State of Michigan and within the MDOT organization by MDOT employees and any third party personnel who work at MDOT's location(s) and whose work is supervised or managed by MDOT.

The annual Enterprise License Subscription fee is set forth in the Enterprise License Subscription Program Amendment to SELECT defined in Exhibit 2 and includes SELECT coverage for all products accessed through the Enterprise License Subscription Program.

Enterprise License Subscription term is defined in exhibit 2 the Enterprise License Subscription Program Amendment to SELECT.

Bentley Developer Network (BDN) - SELECT Developer Program

For the term of the Enterprise Subscription, Bentley grants MDOT exclusive access to the SELECT Developer Program. The SELECT Developer Program is a subscription level within the Bentley Developer Network specifically designed to meet MDOT's development support requirements for in-house customization and configuration of Bentley MicroStation® and related AEC content creation, management and publishing technology solutions beyond the standard tools delivered with the products. At the core of a SELECT Developer Program subscription lays privileged Bentley Application Programming Interfaces (APIs) and Software Development Kits (SDKs), comprehensive tools for rapidly building, integrating, and operating application innovations. SELECT Developer Program benefits also include: direct access to Bentley's developer support group, a wide array of technical and interactive support tools available on the Bentley Developer only web-site, and complimentary registration for the annual Bentley Developer Conference.

Bentley Professional Services

Bentley's Professional Services organization is dedicated to optimizing and supporting engineering environments worldwide. This trained team of experts provides users of Bentley technology with a host of technical services that helps project teams leverage engineering information. For purposes of clarity, the Enterprise License Program Amendment does not include any Bentley Professional Services. Therefore, this proposal describes the services available from Bentley Professional Services to help MDOT maximize its investment in Bentley technology.

Bentley Professional Consulting and Implementation Services

Bentley Consulting stands ready to assist MDOT by sharing its experience implementing business solutions for design, documentation and collaboration. Bentley Consulting (BPS) is comprised of a team of experienced consultants, analysts, engineers and software developers who can add extensive knowledge to any project team. They review and make recommendations to project workflow, configure and manage the deployment of enterprise solutions. Each member of Bentley Consulting Team has direct access to all Bentley resources, including the Bentley Institute.

BPS provides:

- **Review** – Review of application functionality, benefits and a working demonstration.
- **Education** – Delivery of Bentley Institute courseware and the development and delivery of customized courseware. Includes company-wide training program development.
- **Deployment** – Installation, configuration, standards development and application coaching. Deployment extends to all business operations including business management, project teams and consultants.
- **Optimization** – Assistance to help users maximize a single application or a suite of applications includes enterprise configurations and advanced techniques education. Recommendations for improvement identified from a review of project workflow.
- **Customization** – Development of user-specific functionality of base applications to address specific needs and integration with other business applications.
- **Project Management** – Planning, execution, resource allocation, team coordination and communications to ensure a successful project completion. Project management provides a single point of project accountability.

Bentley Consulting Professional Services Labor Categories and Rates

Labor categories and rates proposed for this agreement are as shown below. These rates are valid for the first year of the Agreement, after which time they will be subject to an annual increase of 3.5%. These are fully loaded rates which include overhead, travel, profit and expenses.

Engineering / ProjectWise Services, and Operations & Maintenance Services

MICHIGAN DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR AN ENTERPRISE LICENSE SUBSCRIPTION
SECTION 5.0: BENTLEY PROFESSIONAL SERVICES



- Consultant:

\$210.00/Hour
- Senior Consultant:

\$275.00/Hour
- Project Manager:

\$290.00/Hour

Michigan Permit and Routing System (MIPARS)

The Real Estate Division of MDOT has implemented Bentley MIPARS solution for oversize/overweight (OS/OW) vehicle permit application, issuance, and payment processing – all via the Internet. An accounting system streamlines the purchase and payment process, and integrates with the transportation agency's financial and accounting systems. The MIPARS system is available to all customers of the trucking industry that do business with MDOT.

The MDOT MIPARS system is a Bentley SolutionsWare system, which is maintained under the SELECT program agreement; however, MIPARS is not a component of the ELS Program. To maintain cohesiveness the MIPARS system will be invoiced along with the ELS Program but as an independent line item.

MICHIGAN DEPARTMENT
PROPOSAL FOR AN ENTERPR
SECTION 7.0: THREE YEAR BENTLE



TION
SUMMARY

Three Year, Initial Term Bentley Program Pricing Summary

Contract Year	ELS*	MIPARS SELECT**	Estimated Services	Annual Total
1	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
2	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
3	\$573,726	\$91,908	\$833,333.33	\$1,582,300.60
3-Year Total	\$1,721,178	\$275,724	\$2,500,000	\$4,746,901.80

* First Year of the Initial Term the ELS Fee shall be \$573,726. This is a factor of the current MDOT agency's existing ELS rate (\$665,634) x 1.0., minus MIPARS (\$91,908), which is listed as a separate line item. Rate Chart reflects a 0% growth rate for years two and three. ELS rate will be locked for the three-year term.

**Not Eligible Products – The SELECT on MDOT's implementation of Bentley MIPARS software is not included in the ELS - (refer to Michigan DOT ELS Program Terms and Conditions Document – Exhibit C). SELECT Fees for not Eligible Products will be invoiced at the Annual SELECT Program Fees less Subscriber's Earned Volume Discount.

JUNE 6, 2008

9

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About Bentley

Bentley Systems, Incorporated provides software for the lifecycle of the world's infrastructure. The company's comprehensive portfolio for the building, plant, civil, and geospatial industries spans architecture, engineering, construction (AEC) and operations. With revenues now surpassing \$400 million annually, and more than 2,000 colleagues around the world, Bentley is the leading provider of AEC software to the Engineering News-Record Top 500 Design Firms and major owner-operators and was named the world's No. 2 provider of GIS/geospatial software solutions in a recent Daratech research study.

Users of our software design, build, map, analyze, and operate the engineering projects of the world, such as utility networks, roadways, railways, bridges, airports, skyscrapers, and industrial and power plants. Our mission is to help them work faster and better.

Acceptance

Proposed by:

Brian Curran
Bentley Systems, Incorporated

Agreed and Accepted by:

(Signature)

(Name)

(Title)

(Date)

JUNE 6, 2008

I

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

**Enterprise License Subscription Program
Terms and Conditions through Amendment to Bentley Systems, Incorporated SELECT Program
Agreement No. (CLA No. 10399420)**

This amendment ("Amendment") effective as of October 1, 2008 (the "Amendment Effective Date") is made between Michigan Department of Transportation having its principal offices at 425 W. Ottawa Street, Lansing MI 48909 ("Subscriber" or "State"), and Bentley Systems, Incorporated, a Delaware corporation, with principal offices at 685 Stockton Drive, Exton, PA 19341 ("Bentley").

WHEREAS, Subscriber and Bentley wish to amend the Bentley Systems, Incorporated SELECT Program Agreement No. (CLA No. 10399420) made between the parties and effective as of October 1, 2008 ("Agreement") upon the terms and conditions set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Bentley and Subscriber hereby agree as follows:

I. Definitions

- x) **"Baseline Products"** means the Bentley Products licensed by Subscriber immediately prior to the Amendment Effective Date. Baseline Products shall be listed on Exhibit A, which shall be amended from time to time to include any additional Bentley Products licensed on a perpetual basis by Subscriber or ELS Affiliates.
- y) **"Daily Subscriber Use"** means for each ELS Day (i) each unique machine from which Subscriber engages in Subscriber Use, or (ii) with respect to certain designated Eligible Products, each unique User engaging in Subscriber Use of an Eligible Product.
- z) **"Eligible Products"** means the Bentley Products (including any Updates or Upgrades thereto) eligible for inclusion in the Enterprise License Subscription Program as designated and posted at <http://www.bentley.com/els>, including any Updates or Upgrades thereto. The designation of Eligible Products may be amended from time to time in Bentley's sole discretion.
- aa) **"ELS Day"** 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 Daily Subscriber Use shall be translated into GMT time relative to the location of the Device on which an Eligible Product is used.
- bb) **"Employee"** means any employee of Subscriber or a Staff Augmentation Consultant.
- cc) **"Enterprise License Subscription" or "ELS"** means the license grant described in Section III of this Amendment.
- dd) **"Enterprise License Subscription Fee" or "ELS Fee"** means the fee for the Enterprise License Subscription as described and calculated for the Initial Term and any Renewal Terms in Exhibit B to this Amendment.
- ee) **"Enterprise License Subscription Program" or "ELS Program"** means the

Enterprise License Subscription and all other terms set forth in this Amendment.

- ff) **“Ineligible Products”** means Bentley Products that are not Eligible Products.
- gg) **“Initial Term”** shall have the meaning set forth in Section VI(a) of this Amendment.
- hh) **“Monthly Usage Peak”** means for each month of the Initial Term and any Renewal Term(s) and for each Eligible Product: (i) the highest calculation for a single ELS Day of aggregate Daily Subscriber Use of such Eligible Product at all Subscriber Sites during such month, *plus* (ii) the total number of copies of such product that are Non-SELECT Server Products. For purposes of clarity, there will be a Monthly Usage Peak calculation for each Eligible Product for each month during the term of this Amendment, and the ELS Day used to determine the Monthly Usage Peak in any month may be different for any two unique Eligible Products. A sample of the Monthly Usage Peak calculation is provided in Exhibit C attached hereto, for purposes of illustration only.
- ii) **“Non-SELECT Server Products”** means the total number of Baseline Products and Eligible Products installed at all Subscriber Sites that are not initiated by and deployed from a SELECT Server.
- jj) **“Peak Usage”** means for each Eligible Product: (i) for the first year of the Initial Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the first ten (10) months immediately following the Amendment Effective Date; and (ii) for any other Term, the Monthly Usage Peak for the month with the second highest Monthly Usage Peak among the twelve months immediately preceding the tenth month of such Term; *provided, however* that in cases where the

second highest Monthly Peak Usage of an Eligible Product during the periods defined in sub-sections (i) and (ii) herein is zero (0), “Peak Usage” will be the highest Monthly Peak Usage. When calculating Peak Usage in the case of Eligible Products added during any Term, Bentley will utilize the second highest Monthly Usage Peak of the months during which the newly added Eligible Products have been made available during the Term.

- kk) **“Renewal Term”** shall have the meaning set forth in Section VI(a) to this Amendment.
- ll) **“Reset Calculation”** means 1.5 times the Peak Usage calculation for each Eligible Product multiplied by the then current local SELECT Program Fees for each Eligible Product.
- mm) **“SELECT Coverage”** means the SELECT Program benefits applicable to Bentley Products, as set forth in the Agreement.
- nn) **“SELECT Server”** shall mean the most recently released Upgrade of Bentley’s license management and reporting utility.
- oo) **“Staff Augmentation Consultant”** means any temporary, term or contract professional or service personnel or employees who work at Subscriber Sites and whose work is supervised or managed by Subscriber and for whom Subscriber remains responsible.
- pp) **“Subscriber Sites”** shall mean the discrete geographic locations from which Subscriber conduct its operations. The definition of “Site” in the Agreement is explicitly superseded by the foregoing definition for purposes of this Amendment.
- qq) **“Subscriber Use”** means use of Eligible Products by Employees solely in the

performance of official Subscriber business or projects solely at Subscriber Sites; but

the Agreement remains in effect and Subscriber is current on all outstanding invoices issued pursuant to the Agreement.

shall exclude use by consultants other than Staff Augmentation Consultants, such as those retained to provide independent professional consulting engineering services.

- rr) **“Term”** means each period defined by each year of the Initial Term or a Renewal Term.
- ss) **“Terminal Server”** means a device on which a Microsoft server operating system is installed.
- tt) **“Terminal Server Environment”** means a 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.

II. Program

- d) **Acceptance for Benefits.** Upon Bentley’s acceptance of Subscriber into the Enterprise Subscription Program, Subscriber shall be entitled to receive the following benefits: (1) Enterprise Subscription Program benefits and rights as specified in this Amendment; and (2) Bentley LEARN Program benefits and rights as specified in Exhibit D of the Agreement.
- e) **SELECT Coverage of Eligible Products.** Eligible Products shall receive SELECT Coverage during the term of the Agreement.
- f) **SELECT Coverage of Ineligible Products.** Ineligible Products that are: (i) Baseline Products; or (ii) licensed by Subscriber during any Term, shall not be eligible for Enterprise Subscription Program benefits, and shall continue to be eligible for SELECT Coverage under the terms of the Agreement as long as

III. License Grants

- c) **Production Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants Subscriber, subject to the terms and conditions contained herein, a non-exclusive, limited, non-transferable license to use: (i) Eligible Products (excluding Non-SELECT Server Products) for Subscriber Use for the term of the Enterprise Subscription Program, without limitation as to the number of Employees who may access and use the Eligible Products; and (ii) Non-SELECT Server Products for Subscriber Use solely at the machine that corresponds to each node-locked license to a Non-SELECT Server Product.
- d) **Evaluation Use.** In consideration for payment of the ELS Fee according to the terms set forth in Section IV of this Amendment, Bentley hereby grants to Subscriber a limited, non-transferable, 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 SELECT Server hosted by Bentley in Exton, Pennsylvania (the “Evaluation Server”), and such licenses are not used for Production Use. The duration of use of an Evaluation License shall not exceed ninety (90) days (the “Evaluation Period”). Upon the earlier of the conclusion of the Evaluation Period or the termination of the Agreement or this Amendment, 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 Daily Subscriber 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 Reset Calculation to account for evaluation use of Eligible Products under licenses generated by a SELECT Server other than an Evaluation Server.

IV. Fees

- e) **Invoice and Payment.** Payment of the ELS Fee for the Initial Term and any Renewal Term shall be made annually, in advance, and shall be due within thirty (30) days of receipt of an invoice.
- f) **Failure to Pay.** Subscriber's failure to remit payment of the appropriate ELS Fee as set forth in this Section IV shall: (i) give Bentley the right to immediately revoke the Enterprise License Subscription and any other benefits of the Enterprise Subscription Program until such time that the appropriate ELS Fee is paid in full; and (ii) be treated as a material breach under Section VI(b) of this Amendment.
- g) **ELS Fee Changes For Additional Sites.** The ELS Fee is based on expected Daily Subscriber Usage from Subscriber and Staff Augmentation Consultants as of the Amendment Effective Date. Bentley may adjust the ELS Fee for the then current Term in the event additional Subscriber Sites are added to the Enterprise License Subscription.
- h) **Fees for Ineligible Products.** Ineligible Products licensed by Subscriber will receive SELECT Coverage under the terms of the Agreement and SELECT Program Fees for such Ineligible Products will be invoiced to Subscriber.

V. SELECT Server

- f) **Use a Prerequisite.** Prior to the Amendment Effective Date, Daily Subscriber Use at Subscriber Sites must be managed by the then current, most recent Upgrade to SELECT
- g) **Server** (whether hosted by Bentley or deployed by Subscriber at one or more locations). Subscriber may deploy a single SELECT Server for purposes of managing Subscriber Sites located in more than one Country, provided that: (1) such SELECT Server is configured to report Daily Subscriber Use within the Country it occurs, and (2) all Subscriber Use within a particular Country is initiated by a Site activation key that is unique to such Country.
- h) **Best Practices.** Subscriber shall migrate Daily Subscriber Use reporting from all Subscriber and deployed SELECT Servers to the most recent Upgrade to SELECT Server within twelve (12) months of commercial release.
- i) **Reporting.** Subscriber shall either: (i) deploy the automatic transmission facility of SELECT Server for monthly transmission of usage information to Bentley; or (ii) provide Bentley with monthly delivery of all usage information created by SELECT Server. With respect to delivery of usage information under sub-section (ii), 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 shall allow Bentley access to all Subscriber Sites in order to verify the content of such manually transmitted usage information. Subscriber shall also deploy any other Bentley licensing technology, as requested by Bentley, in order to allow Bentley to monitor usage of Eligible Products by Subscriber.
- j) **No Modifications.** Subscriber shall not edit, alter, delete, or otherwise revise in any manner the content of the usage information generated by SELECT Server. Bentley shall treat each

usage information transmission or delivery as confidential information of Subscriber. 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.

upon mutual agreement of the parties, extend the Agreement for a one (1) year term or other mutually agreed upon term through the execution of an appropriate amendment extending the Agreement prior to the expiration of the then current term of this Amendment.

VI. Term and Termination

f) **Term.** The initial term of this Enterprise Subscription Program and this Amendment shall be for three (3) years (the "Initial Term"). This Amendment will terminate at the expiration of the Initial Term. Upon concurrence of the parties, this Amendment may be extended for a one (1) year term or other mutually agreed upon term in the manner set forth below (a "Renewal Term"). Provided, however, that the maximum duration of this Amendment, including all extensions, shall not exceed nine (9) years. Bentley shall notify the Subscriber in writing, at least sixty (60) calendar days prior to the expiration of the then current term ("Renewal Notice"), of the Subscriber's option to extend this Amendment for an additional one (1) year term. Within thirty (30) days of the receipt of the Renewal Notice, the Subscriber shall notify Bentley in writing of the Subscriber's intent to extend this Amendment. If parties mutually agree to extend this Amendment, the parties shall execute an appropriate amendment extending the term of the Agreement and this Amendment for an additional one (1) year term or other mutually agreed upon term prior to the expiration of the then current term. The amendment will be subject to the signature and approval requirements as may be required by the Subscriber. If parties do not agree to an extension, this Amendment shall expire according to its terms, unless earlier terminated. If the Subscriber elects not to renew this Amendment, the Subscriber may,

g) **Termination.** Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate the Enterprise License Subscription and this Amendment upon thirty (30) days prior written notice in the event Subscriber is in material breach of the Agreement or this Amendment, 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, including, but not limited to, Subscriber's breach of its obligations under Sections IV (a), V, and VII (f) of this Amendment.

h) **Lack of Appropriations.**

Bentley and the Subscriber understand and intend that the obligation of the Subscriber to pay the ELS Fees required under Exhibit B of this Amendment shall constitute an expense of the Subscriber and shall not in any way be construed to be a debt of the Subscriber in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Subscriber, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the Subscriber. It is understood that the Subscriber funds are contingent on the availability of lawful appropriations by the Subscriber. If the Michigan Legislature fails at any time to continue funding for the payments due hereunder, or the Subscriber fails to receive appropriations, limitations, or other expenditure

authority, then the Subscriber shall have the right to terminate this Amendment and the Agreement upon giving thirty (30) days written notice prior to the Anniversary Date. Thereafter, this Amendment and the Agreement will terminate on the Anniversary Date without any further obligation of the Subscriber. The Subscriber shall pay all the ELS Fees annually

with respect to the Eligible Products as set forth in the terms herein. In the event of any conflicting terms between the Agreement and this Amendment, the terms of this Amendment shall control with respect to the Eligible Products or the Enterprise Subscription Program.

and all product terms will be set for a period of one (1) year. The Subscriber acknowledges that termination of this Amendment and the Agreement will result in loss of all entitlements and software functionality granted to the Subscriber under this Amendment and the Agreement as of the Anniversary Date.

- i) **Event of Termination.** In the event of a termination, expiration or non-renewal of this Amendment or the Agreement, Subscriber's Enterprise License Subscription rights shall immediately terminate and Subscriber's license rights with respect to any Bentley Products (including those which became Eligible Products) shall revert back to the license rights Subscriber had in the Baseline Products plus all Bentley Products that did not become Eligible Products. In the event of termination of the Amendment only, SELECT Coverage for such Baseline Products and all Ineligible Products will continue under the terms and conditions of the Agreement and Subscriber shall remove all Eligible Products, except for the Baseline Products, from Subscriber Sites and shall return such Eligible Products to Bentley.
- j) **Cross-Termination.** This Amendment shall terminate immediately upon any termination of the Agreement and is subject to the termination conditions defined in the Agreement.

VII. Miscellaneous

- k) **Impact of Amendment.** This Amendment supplements the provisions of the Agreement, and amends and supersedes the Agreement

- l) **Additional Designated Eligible Products.** In the event Bentley designates additional Eligible Products during any Term, Subscriber shall have the rights, benefits and obligations set forth herein with respect to such additional designated Eligible Products. Subscriber will not be invoiced for usage of any additional designated Eligible Products until the next Reset Calculation at which point Bentley shall include the Peak Usage, if any, of the newly added Eligible Products as part of the Reset Calculation for the next Renewal Term.
- m) **Representations and Warranties.** Subscriber hereby represents and warrants that: (i) Exhibit A to this Amendment, as of the Amendment Effective Date indicates a true and accurate count of all Bentley Products licensed by Subscriber at Subscriber Sites which shall become eligible for treatment as Eligible Products, as indicated in this Amendment; (ii) it has the authority to bind itself for the Eligible Products at the Subscriber Sites set forth in Exhibit A to this Amendment; and (iii) upon its execution and delivery of this Amendment, the Amendment will be valid and binding on Subscriber
- n) **Use of Bentley Products in a Terminal Server Environment.** Subscriber shall not use 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 the Agreement, including, Exhibit T thereto, 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 ELS Fee for the Initial Term or any Renewal Term.

- o) **Waiver.** Subscriber hereby waives any and all license rights to Bentley Products not specified in Exhibit A to the Amendment.
- p) **Terms are Confidential.** Subscriber hereby acknowledges that Bentley has designated the terms of this Amendment and the attached Exhibits as proprietary. Bentley acknowledges that the non-disclosure of documents is subject to the legal requirements of the Freedom of Information Act, 1976 Act No. 442, as amended, MCL 15.231, *et seq.*. Should Subscriber receive a public disclosure request pursuant to the Act for information contained herein, Subscriber agrees to notify Bentley of the request within a reasonable period. Bentley assumes exclusive responsibility for defending its position as to the confidentiality of the requested information. Neither Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any requests for disclosure of such information are made to Subscriber, disclosure shall only be made consistent with and to the extent allowable under law.
- q) **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 rights to the Eligible Products upon expiration of the term hereof, in the event of a failure to pay the ELS 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.
- r) **Consequences of Global Use.** As a condition of the rights granted under this Amendment, Subscriber agrees to indemnify Bentley from
- all perils associated with the utilization of Eligible Products under the terms of this Amendment across Country boundaries, including, but not limited to, export controls that may be imposed on the Eligible Products by the United States Government or any country or organization of nations within whose jurisdiction the Eligible Products are used.
- s) **Assignment.** Subscriber shall not sell, assign or otherwise transfer its rights or obligations under this Amendment or the Agreement, whether by contract or operation of law, without the prior written consent of Bentley. For purposes hereof, the following shall be prohibited sales, assignments or transfers, which without Bentley's prior consent shall result in the termination of the Amendment under the terms of Section VI(b) of this Amendment: (i) any merger, consolidation or other acquisition of Subscriber; (ii) any sale or transfer of any Subscriber Site, or any asset of Subscriber that includes the Eligible Products; or (iii) any sale of Subscriber's equity securities either by Subscriber or some or all of their respective stockholders, in a single or series of related transactions, the result of which will be that the holders of a majority of voting securities before the transaction cease to hold such majority after the transaction.
- t) **Entire Agreement** This Amendment and the Agreement are fully incorporated therein and made a part of the State of Michigan Contract No. 071B30001151 (the "Contract") which sets forth the entire agreement with respect to Bentley and Subscriber. The parties hereby agree that no other terms or conditions presented by Bentley or Subscriber are incorporated herein and any such terms are specifically excluded from this Amendment and the entire Enterprise Subscription Program.

Signature page to follow.

**MICHIGAN DEPARTMENT OF TRANSPORT
ENTERPRISE LICENSE SUBSCRIPTION PRO
TERMS AND CONDITIONS**



IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives effective as of the Amendment Effective Date.

Bentley Systems, Incorporated	Michigan Department of Transportation
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION
ENTERPRISE LICENSE SUBSCRIPTION PROGRAM
TERMS AND CONDITIONS



Exhibit A

Subscriber:

Baseline Products:

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236

Exhibit B

2. Enterprise License Subscription Fee for the Initial Term, shall be as follows:

1.1 First year of the Initial Term (October 1, 2008 – September 30, 2009): \$573,726.00

1.2. Second year of the Initial Term (October 1, 2009 – September 30, 2010): \$573,726.00

1.3. Third year of the Initial Term (October 1, 2010 – September 30, 2011): \$573,726.00

3. For each Renewal Term, the ELS Fee shall be the greater of:

- (i) the Reset Calculation; or
- (ii) the ELS Fee for Year 3 of the Initial Term.

4. Annual SELECT Program Fees for Ineligible Products¹:

3.1. For ARPS

(a) First year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

(b) Second year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

(c) Third year of the Initial Term (October 1, 2008 – September 30, 2009): \$91,980.00

3.2. All other Ineligible Products¹:

Product Name	Quantity
Annual SELECT	
Program Fees	

(Before Subscriber discount)

As of the Effective Date of this Amendment, Subscriber has not been licensed any other Ineligible Products.

Notes:

- (1) Fees shown for Ineligible Products are subject to change as a result of Product enhancement or consolidation. Any fee changes shall be effective upon the effective date of any Renewal Term.

Exhibit C
Sample of the Monthly Usage Peak calculation

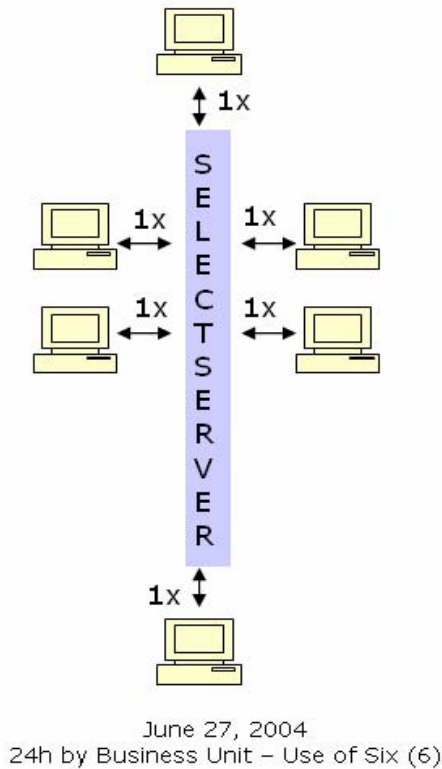
Renewal Fee

Scenario

- Organization with multiple Geographical Business units
 - Ohio
 - Virginia
 - Oklahoma
- The Geographical Business Unit represents the level at which the organization wishes to internally cross-charge corporate Enterprise License Subscription fees and as such have deployed and installed one Enterprise License Subscription SELECTserver for each business unit.
- Three Bentley Products in Use
 - MicroStation
 - Bentley I/RAS B
 - Bentley InterPlot Client
- Enterprise License Fee Calculation (for simplicity sake) based upon three calendar month year
 - June
 - July
 - August

Exhibit C
Sample of the Monthly Usage Peak calculation - *continued*

Monthly Peak Usage



Bentley Product	MicroStation				
Sum of UNIQUE MACHINE		Business Unit			
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate
	27-Jun-04	18	160	102	280

Aggregate Daily Use across All Sites (Enterprise) on June

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE		Business Unit			
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
June	1-Jun-04	1	8	2	11
	2-Jun-04	14	11	6	31
	3-Jun-04	17	142	95	254
	4-Jun-04	16	150	91	257
	5-Jun-04	18	153	106	277
	6-Jun-04	15	155	109	279
	7-Jun-04	2	143	79	224
	8-Jun-04	3	8	2	13
	9-Jun-04	21	10	4	35
	10-Jun-04	19	146	115	280
	11-Jun-04	20	152	113	285
	12-Jun-04	17	142	82	241
	13-Jun-04	14	145	87	246
	14-Jun-04	7	133	65	205
	15-Jun-04		3	3	6
	16-Jun-04	21	8	2	31
	17-Jun-04	18	145	87	250
	18-Jun-04	20	143	84	247
	19-Jun-04	20	144	77	241
	20-Jun-04	13	143	85	241
	21-Jun-04	2	132	132	266
	22-Jun-04	2	8	4	14
	23-Jun-04	22	9	6	37
	24-Jun-04	18	139	79	236
	25-Jun-04	20	151	78	249
	26-Jun-04	21	148	106	275
	27-Jun-04	18	160	102	280
	28-Jun-04	4	133	75	212
	29-Jun-04	1	12	6	19
	30-Jun-04	15	18	5	38

Monthly Peak

Exhibit C
Sample of the Monthly Usage Peak calculation - *continued*

Second Highest Monthly Peak

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
June	1-Jun-04	1	8	2	11
	2-Jun-04	14	11	6	31
	3-Jun-04	17	142	95	254
	4-Jun-04	16	150	91	257
	5-Jun-04	18	153	106	277
	6-Jun-04	15	155	109	279
	7-Jun-04	2	143	79	224
	8-Jun-04	3	8	2	13
	9-Jun-04	21	10	4	35
	10-Jun-04	19	146	115	280
	11-Jun-04	20	152	113	285
	12-Jun-04	17	142	82	241
	13-Jun-04	14			
	14-Jun-04	7			
Sum of UNIQUE MACHINE					
Business Unit					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
August	1-Aug-03	19	152	97	268
	2-Aug-03	1	131	60	192
	3-Aug-03	1	14	7	22
	4-Aug-03	19	4	8	31
	5-Aug-03	21	142	84	247
	6-Aug-03	22	144	112	278
	7-Aug-03	19	140	102	261
	8-Aug-03	15	149	96	260
	9-Aug-03		128	61	189
	10-Aug-03		15	7	22
	11-Aug-03	25	12	1	38
	12-Aug-03	36	146	99	281
	13-Aug-03	24	189	100	313
	14-Aug-03	22	148	69	239
	15-Aug-03	21	138	73	232
	16-Aug-03	2	140	62	204
	17-Aug-03	2	13	6	21
	18-Aug-03	24	10	5	39
	19-Aug-03	22	150	67	239
	20-Aug-03	23	155	85	263
	21-Aug-03	22	154	99	275
	22-Aug-03	18	142	81	241
	23-Aug-03		134	73	207
	24-Aug-03		10	6	16
	25-Aug-03	26	13	3	42
	26-Aug-03	29	141	86	256
	27-Aug-03	29	136	102	267
	28-Aug-03	41	135	95	271
	29-Aug-03	26	139	98	263
	30-Aug-03		133	57	190
	31-Aug-03		6	2	8

Bentley Product	MicroStation				
Sum of UNIQUE MACHINE					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
July	1-Jul-04		151	80	231
	2-Jul-04	19	141	105	265
	3-Jul-04		137	72	209
	4-Jul-04		4		4
	5-Jul-04		60	25	85
	6-Jul-04		8	3	11
	7-Jul-04	16	9		25
	8-Jul-04	19	157	97	273
	9-Jul-04	20	153	112	285
	10-Jul-04	18	160	116	294
	11-Jul-04	19	148	85	252
	12-Jul-04	1	152	86	239
Sum of UNIQUE MACHINE					
Business Unit					
Month	DAILY USE	Ohio	Virginia	Oklahoma	Aggregate Across
August	1-Aug-03		161	107	268
	2-Aug-03		155	92	247
	3-Aug-03		154	98	252
	4-Aug-03		151	104	255
	5-Aug-03		153	76	229
	6-Aug-03		15	6	21
	7-Aug-03		16	5	21
	8-Aug-03		149	92	241
	9-Aug-03		155	106	261
	10-Aug-03		155	106	261
	11-Aug-03		162	95	257
	12-Aug-03		141	79	220
	13-Aug-03		27	2	29
	14-Aug-03		20	5	25
	15-Aug-03		157	101	258
	16-Aug-03		154	109	263
	17-Aug-03		147	123	270



SELECT PROGRAM AGREEMENT
Between
State of Michigan
And
Bentley Systems, Incorporated

Bentley SELECT®

Bentley SELECT Agreement Number (CLA No. 10399420)

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 State of Michigan for and on the behalf the Michigan Department of Transportation with principal offices at 425 W. Ottawa St. Lansing, MI 48909 ("Subscriber" or "MDOT"). 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,B D and T hereto and as such time as MDOT engages Professional Services Exhibit C 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, THE PARTIES ACKNOWLEDGE THAT, THROUGH THEIR AUTHORIZED REPRESENTATIVES, THEY HAVE READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. NEITHER PARTY IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN.

STATE OF MICHIGAN

Signature

Printed Name

Title

Address: _____

Telephone: _____

BENTLEY SYSTEMS, INCORPORATED

Signature

Printed Name

Title

685 Stockton Drive
Exton, Pennsylvania 19341

Telephone: 610-458-5000

Facsimile: _____

Facsimile: 610-458-1060

Date Signed: _____

Date Signed: _____

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 and Bentley agree that Attachment I sets forth a complete list of all Bentley Products licensed by Subscriber as of the effective date of this Agreement and the Sites where such Products are used. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber's SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber's periodic invoices for SELECT Program services.

2. SELECT Support Services

2.01. Bentley shall provide SELECT support services directly to the Subscriber and will not direct the SELECT support services to any third party.

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 handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one platform for an equivalent license for such Product on another platform (a "Platform Exchange").

3.02. Such Upgrade, Update, or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

3.03. In order for Subscriber to be eligible to receive Upgrades, Updates, or Platform Exchanges, Bentley may require that Subscriber first return the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update, or Platform Exchange directly to Bentley.

3.04. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber's aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.

4. SELECT Online.

Subscriber shall receive access to SELECT Online as set forth below and in more detail in the applicable online agreement found at 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.

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. Subscriber's use of SELECT Online constitutes Subscriber's agreement to be bound by following:

(a) Disclaimer or Warranties and Liability.

Use of SELECT Online and any Materials contained on it are at Subscriber's own risk. Due to numerous possible sources of information available through SELECT Online, and the inherent uncertainties of electronic distribution, there may be delays, omissions, inaccuracies or other problems with such information. Reliance upon any information on SELECT Online is at Subscriber's own risk. Subscriber is solely responsible for any loss of data or damage to Subscriber's computer system resulting from the use of SELECT Online. In states where exclusion of damages is specifically prohibited, Subscriber agrees that Bentley's liability, if any, is limited to, and will not exceed, fifty dollars (\$50).

LIMITATION OF LIABILITY: BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY SUBSCRIBER AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING OR DOWNLOADING THE MATERIALS ON THIS WEBSITE. BENTLEY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF BENTLEY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUBSCRIBER AGREES TO HOLD BENTLEY HARMLESS FROM, AND SUBSCRIBER AGREES NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM THEIR USE OF SELECT ONLINE OR THE MATERIALS OR THE SERVICES PROVIDED THROUGH SELECT ONLINE.

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

(b) **Third Party Content Disclaimer.** Bentley has not independently authenticated Materials provided by third party providers in whole or in part. Bentley does not provide, sell, license or lease any of the Materials other than those specifically identified as being provided by Bentley. Bentley makes no warranty or representation with respect to any third party Materials.

(c) **Third Party Links.** SELECT Online may be linked to other websites that Bentley does not control or maintain. Bentley provides this service as a convenience only.

(e) **Disclaimer.**

"Links" may direct Subscriber to third party Internet sites, or other electronic links, that are unaffiliated with Bentley (the "Third Party Sites"). Bentley does not endorse the Third Party Sites, nor does Bentley guarantee the accuracy of, nor make any representations relating to, any of the information which may be found on the Third Party Sites. Links to Third Party Sites, if present on "Links", are provided for the convenience of you the audience. Bentley does not grant you any rights relating to the Third Party Sites.

"Materials" as used in this Section 4.03 of Exhibit A is not intended to include Bentley Products, use of which is governed by the End User License Agreement distributed with such Product.

5.02.

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.

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

5. Product Licensing

5.01. General.

(a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of any such Product.

(b) **Future Licenses.** In the event that Subscriber acquires or licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such purchase. Subscriber hereby agrees that its downloading or use of any Products delivered to 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

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 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 CAL Subscription, Product Subscription license or Portfolio Subscription license 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 CAL Subscriptions, 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

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of April 2007

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 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 invoice Subscriber annually for the SELECT Program Fees for all Product licenses and CALs as of the Effective Date of this Agreement. Bentley shall at the time new Product licenses and CALs are purchased shall provide Subscriber with a pro-rated annual invoice for the Current Year reflecting coverage of the Product
- 6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on and in United States Dollars.

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

1. Definitions.

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

- 1.46. **“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.
- 1.47. **“Anniversary Date”** shall mean the annual recurrence of the Effective Date.
- 1.48. **“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.
- 1.49. **“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).
- 1.50. **“Country”** means the country: (i) where the Product is first obtained from Bentley; 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.
- 1.51. **“Current Year”** shall mean the 365 day period commencing on the Effective Date of the Agreement, and thereafter the 365 day period, or 366 day period during leap year, commencing on each Anniversary Date.
- 1.52. **“Current Year”** shall mean the 365 day period commencing on the Effective Date of the Agreement, and thereafter the 365 day period, or 366 day period during leap year, commencing on each Anniversary Date.
- 1.53. **“Definition of Use”** shall have the meaning set forth in each License Key
- 1.54. **“Device”** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server, or other electronic device.
- 1.55. **“Distribute”** means distribution by Bentley through all means now known or hereinafter developed.
- 1.56. **“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.
- 1.57. **“Effective Date”** means July 1, 2008.
- 1.58. **“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.
- 1.59. **“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.
- 1.60. **“Intellectual Property Rights”** includes all patents, copyright, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967.
- 1.61. **“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.
- 1.62. **“License Term”** shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.
- 1.63. **“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.
- 1.64. **“Online Agreement”** shall be defined as set forth in Exhibit A, Section 4 herein.
- 1.65. **“Order”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.66. **“Pre-Existing Works”** shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.67. **“Platform Exchange”** shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.68. **“Portfolio Subscription”** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.69. **“Product Subscription”** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.70. **“Production Use”** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for internal production purposes, and excludes External Users (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.
- 1.71. **“Proprietary Information”** shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.72. **“SELECT Online”** shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.73. **“SELECT Program Fee”** means the fee for SELECT Program services as set forth from time to time in Bentley’s sole discretion.
- 1.74. **“SELECTserver”** means Bentley’s server-based licensing technology.
- 1.75. **“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.
- 1.76. **“Server”** means one of Subscriber’s computers that can run a Server Product.
- 1.77. **“Server Product”** means a Product that provides services or functionality to Subscriber’s Server(s).
- 1.78. **“Service Bureau Use”** includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

- 1.79. **"Site"** means a discrete geographic location.
- 1.80. **"Subscriber"** shall be defined as set forth on the front page of this Agreement.
- 1.81. **"Subscription License"** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.82. **"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.
- 1.83. **"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.
- 1.84. **"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.
- 1.85. **"Update"** means a maintenance release of a Product.
- 1.86. **"Upgrade"** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.87. **"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.
- 1.88. **"User"** means an individual person.
- 1.89. **"Work"** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.90. **"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.
- 3.01. **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 hereunder, disclose to Subscriber confidential, proprietary and

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

technical information pertaining to Bentley Products and to Bentley's technology and business practices (collectively "Proprietary Information") as defined by the Freedom of Information Act, 1976 Act No. 442, as amended, NCL 15.231, et seq. Subscriber agrees to treat all Proprietary Information in accordance with this Paragraph. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.

- (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, (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence; or (iv) is required by the Freedom of Information Act. Subscriber further agrees not to disclose or reclassify any proprietary or confidential information without prior written notification to Bentley and providing an opportunity for Bentley to appeal any such action by the State.**
- (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 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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

Subscriber for the allegedly infringing Product. This Section 4.07 sets forth Subscriber's sole remedy for intellectual property infringement.

4.05. **Disclaimer.** Subscriber acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business, and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING 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, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

4.07. **Indemnification by Bentley.** Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's United States copyright, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of this Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by

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**

The term of this Agreement shall be for a term of three (3) years commencing on October 1, 2008 and terminating on September 30, 2011 (the "Initial Term"). Upon the concurrence of the parties, this Agreement may be extended for additional one (1) year terms in the manner described herein provided, however, that the maximum duration of this Agreement, including all extensions, shall not exceed nine (9) years.

Bentley shall notify Subscriber in writing at least sixty (60) calendar days prior to the expiration of the then current term ("Renewal Notice") of Subscriber's option to extend this Agreement for an additional one (1) year term. Within thirty (30) calendar days of receipt of the Renewal Notice State shall notify Bentley of Subscriber's intent to extend the Agreement for an additional one (1) year term or an additional term to be mutually agreed upon. If the parties mutually agree to an extend this Agreement the parties shall execute an appropriate amendment extending the term for an additional one (1) year term or an additional term as mutually agreed upon prior to the expiration of the then current term. If the parties do not agree to an extension, this Agreement shall expire according to its terms, unless earlier terminated.

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

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of April 2007

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 thirty (30) 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. 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 Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement. Subscriber shall immediately discontinue use of SELECT Online.

7.04.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 and The State of Michigan Contract No. 071B30001151 constitutes the Entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties herein. Any additional or different terms or conditions appearing on a Product Order, 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 Paragraph 8.03 of this Exhibit B. The parties agree that, with regard to any inconsistencies, which might arise between various documents incorporated in the Entire Agreement, the order of precedence shall be as follows:

(i) The State of Michigan Contract No. 071B30001151.

(ii) This Agreement.

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. Neither party shall 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 their 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 State of Michigan, 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. 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.

8.11. Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.

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

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

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 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 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 replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving 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.** The State of Michigan will reimburse for actual expenses (supported by detailed receipts and mileage logs) provided that all travel arrangement, air hotel and rental card, be arranged through Total Travel Management which is the State of Michigan's contacted travel agency.

1.13. **Estimates.** Estimates of total fees for projects may be provided in an Order, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services actually rendered if Subscriber so chooses.

1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber which is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing and as maybe permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect

SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of April 2007

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.

SELECT Program Agreement

Training Subscriptions Exhibit D Dated as of March 2007

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.

modify the information provided through the OnDemand eLearning online content or (ii) discontinue any portion of the OnDemand eLearning online content.

2. **Applicability.** At Subscriber's request, and upon Bentley's approval, Subscriber may be entitled to receive Product training through Bentley's Enterprise Training Subscription ("ETS") and Bentley LEARN programs 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 courses and other benefits available under this Exhibit D.

(b) Subscriber shall use the OnDemand eLearning online content only in accordance with and subject to the Agreement as supplemented by the OnDemand eLearning Agreement, which is a condition precedent to use of OnDemand eLearning online content. The OnDemand eLearning Agreement supplements the Agreement, but does not supersede it in any respect. In the event of a conflict between the OnDemand eLearning Agreement and the Agreement the terms of the Agreement shall control.

3. **Enterprise Training Subscription Program.** Specific ETS program benefits, terms and requirements shall be set forth in a Proposal (the "ETS Proposal"), which shall specify following:

(c) The non-transferable non-perpetual, non-exclusive "right to use" license granted in the OnDemand eLearning Agreement shall terminate immediately upon suspension or termination of Subscriber's ETS, Bentley LEARN program subscription, or the Agreement. Upon such termination, Subscriber shall discontinue use of all OnDemand eLearning online content.

(g) The calculation used to determine the fee payable by Subscriber in return for the program benefits offered under the ETS program (the "ETS Fee") and what expenses, if any, are included in the ETS Fee. Any expenses not specifically mentioned as included in the ETS Fee shall be billed separately to and paid by Subscriber.

5. **Term and Termination.** This Exhibit D shall become effective on the date that Bentley produces an invoice to Subscriber for the ETS program or the Bentley LEARN program subscription (the "Exhibit Effective Date"). The term of the ETS or the Bentley LEARN program shall begin on the Exhibit Effective Date and shall continue for a term of one (1) year. Thereafter, the ETS or Bentley LEARN program subscription shall automatically renew for successive one (1) year terms 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 then current term. In the event that the ETS or Bentley LEARN program 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 then current term, Subscriber shall remain responsible for the full amount of ETS Fees or Bentley LEARN program subscription fees for the entire current term.

(h) Instructor-led scheduled classes that the Subscriber may register for and attend on a space available basis.

(i) Classes that will not be available to Subscriber as instructor-led courses, but that may be offered by Bentley or by an authorized Bentley partner.

(j) The calculation used to determine the quantity of company-specific training services days that Subscriber may be entitled to receive.

(k) The program benefits available to Subscriber through account-specific training services days, and terms related to scheduling and cancellation of account-specific training services days. Account-specific training services expenses actually incurred must be paid by Subscriber in the event Subscriber cancels a company-specific training services session.

6. **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 or the ETS Proposal, this Exhibit D shall control with respect to Subscriber's Enterprise Training Subscription and Bentley LEARN program subscription.

(l) Learning advisory services that Subscriber may be entitled to receive, including planning, assessment and tracking of Subscriber's participation in Bentley Institute training activities.

4. **Bentley LEARN Program.** Through the Bentley LEARN program, 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 the Bentley LEARN program benefits, the applicable Bentley LEARN program subscription fee in effect as of the beginning of each term defined below in Section 5 of this Exhibit D. Bentley LEARN Subscribers will have access to Bentley's OnDemand eLearning online content as per the terms and requirements set forth below and in the applicable online agreement (the "OnDemand eLearning Agreement"):

(b) Bentley shall have the sole right to control the format, content, delivery and all aspects of the OnDemand eLearning online content, and specifically reserves the right to at any time (i)

SELECT Program Agreement

Terminal Server Exhibit T Dated as of July 2006

1. **Definition.** 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 install and implement 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 Terminal Server shall be configured with SELECTserver, such that SELECTserver shall accurately record individual computer names as each Product use session is 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.
 - (f) 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.

SELECT Program Agreement

Terminal Server
Exhibit T
Dated as of July 2006

The State of Michigan
As of October 1, 2008

Product	Count
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
MicroStation SELECT Subscription	236
ARPS Products are to be added once verified	To be determined

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 10, 2004

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ... (610) 458-5000
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Neal.Harville@bentley.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2008		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED through September 30, 2008.
Also, this contract is hereby INCREASED by \$2,234,069.00.

Please note: The buyer has been changed to Melissa Castro.

AUTHORITY/REASON (S):

Per agency and vendor agreement and DMB/Acquisition Services approval.

INCREASE: \$2,324,069.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$4,049,069.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 19, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ... (610) 458-5000
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341 Neal.Harville@bentley.com		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-1647 Irene Pena, Buyer
Contract Administrator: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2005		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Please note effective immediately, Exhibit E, Section 4.03 Expenses, is amended to read:

“The State of Michigan will reimburse for actual expenses (supported by detailed receipts and mileage log) provided that all travel arrangements, air, hotel and rental cars, be arranged through Total Travel Management which is the State of Michigan’s contracted travel agency.”

AUTHORITY/REASON (S):

Per agency contact (Cindy Turben) on 3/5/03 and DMB/Acquisition Services.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,725,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 2, 2003

NOTICE
TO
CONTRACT NO. 071B3001151
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE ... (610) 458-5000
Bentley Systems, Inc. 685 Stockton Drive Exton, PA 19341		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-1647 Irene Pena, Buyer
Contract Administrator: Cindy Turben Software Maintenance & Services – MDOT		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2005		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are those of [REQ. #591R2000138](#), [this Contract Agreement](#) and [the vendor's quote dated 6/28/2002](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Est. Contract Value: \$1,725,000.00

Date _____

DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.

**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

The purpose of this Contract is to provide an enterprise license agreement for proprietary software, maintenance of that software, and training as needed.

Contract awarded from this solicitation will be the following type:

-- Part lump sum/fixed price, part unit price

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities (be sure to spell out activity) in this Contract cover the period **October 1, 2002 through September 30, 2005**. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, Department of Transportation. Where actions are a combination of those of Acquisition Services and the Michigan Department of Transportation, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this procurement must be addressed to:

Irene Pena, Buyer
Strategic Purchasing, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
Penai1@michigan.gov
Phone: (517) 241-1647

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Cindy Turben
MDOT/MDIT
Office of Information Management
425 W. Ottawa, P. O. Box 30050
Lansing, MI 48909
(517) 335-7328

I-E COST LIABILITY

TERMS AND CONDITIONS.....CONTRACT #071B3001151

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from this Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in a bidder's proposal and any Contract resulting from this ITB is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

A. General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided that the Contractor is notified of the claim in writing as soon as reasonably possible, but no later than 30 days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for consequential damages.

Exclusion of Damages. In no event shall Contractor 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 Contractor 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.

(b) Indemnification Not Limited

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclauses.

(c) Patent/Copyright Infringement Indemnification

Contractor shall pay any damages finally awarded against State based on a claim against State that a Product which is developed and owned by Contractor infringes a third party's United States copyright, or results in a misappropriation of a third party's trade secret, in the Country where State has been authorized to place the Product subject to such claim into Production Use, if State provides to Contractor:

- 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 all negotiations pertaining to such claim.

Contractor shall also have the right, at its expense, either to procure the right for State 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 the Contractor, in its sole discretion, deems desirable, State shall, upon written request from Contractor, return to Contractor the allegedly infringing Product, in which event Contractor shall refund to State the price paid by State for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. This provision shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Contractor or is due to modification of the Product by State or the combination, operation or use of a Product with other software that does not originate from the Contractor or if State is in breach of this Agreement. The Contractor shall also have no liability, and this provision 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. The indemnification obligations under this Section shall not be subject to the Limitation of Liability Section.

(c) Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

(d) Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (i) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor as soon as reasonably possible, but no later than 30 days of receipt by State of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend

against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (ii) If Contractor delivers a Notice of Election relating to any claim, the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense: Contractor shall periodically advise the State about the status and progress of the defense and to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. This subsection (ii) does not apply in the case of intellectual property infringement. Approval under this Section shall not be unreasonably withheld.

Limitation of Liability

The Contractor's liability for damages to the State shall be limited to the value of the Contract. The foregoing Limitation of Liability shall not apply to the gross negligence of the Contractor. The State's liability for damages to the Contractor shall be limited to the value of the Contract. The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-L WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;

8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

Limited Warranty To State. Contractor hereby warrants for the benefit of the State that (a) for a period of ninety (90) days, "Warranty Period" from the date of delivery to the State of a Serial Number or Products 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 Contractor to the State shall under normal use, operate in substantial conformance with the Contractor's documentation applicable to such products and materials. If any modifications, enhancements or changes are made by the State to the Products, if the Products are reverse engineered, decomposed or disassembled, or if the State breaches the terms of this Contract, then the warranties in this paragraph shall be immediately terminated.

Exclusion of Warranties. The warranties stated in the above paragraph are the Contractor's sole and exclusive warranties pertaining to the products. MicroStationCSP and other materials and services licensed, delivered, or otherwise furnished by Contractor under this Contract, the Contractor does not warrant that the products MicroStationCSP, or any other service or materials will meet the State's requirements or operate uninterrupted or error free. Contractor hereby disclaims all other warranties, express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

Exclusive Remedy. The entire liability of the Contractor and the sole and exclusive remedy of the State shall be in the Contractor's sole and absolute discretion I) to repair or replace a Product or other materials in breach of the foregoing warranties (ii) to advise the State how to achieve the same functionality with the Product as described in the Documentation 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 Contractor during the Warranty Period. The Contractor shall warrant replacements to Products for the remainder of the original Warranty period or thirty (30) days, whichever is longer.

Limitation of Contractor Liability. "Disclaimer. State acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use or will 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, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. State further acknowledges that the Products are not substitutes for State's professional judgment, and accordingly, neither Contractor nor its licensors or suppliers are responsible for State's use of the Products or the results obtained from such use. The Products are intended only to assist State in the design process, and are not meant to be substitutes for State's independent testing and verification of stress, safety, utility or other design parameters."

I-M TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-N STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

I-O WORK PRODUCT AND OWNERSHIP

1. Upon full payment for the Work, Contractor shall grant State a paid-up, perpetual, royalty-free right and license to use the Work Product for Production Use. Contractor retains all right, title and interest to the Work Product not otherwise granted to State.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.
3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract shall be considered a material breach of the Contract. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the

TERMS AND CONDITIONS.....CONTRACT #071B3001151

Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☒) below:

- ☒ 1. Commercial General Liability with the following minimum coverages:
\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)
- ☒ 2. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- ☐ 3. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
- ☒ 4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period of not less than thirty (30) days to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-T CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of

any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, and (d) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail

and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-W ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Such consent will not be reasonably withheld. In the event that Contractor provides State with written notice and State does not respond within thirty (30) days, then State's consent to such assignment shall be deemed to have been granted. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-X DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the

Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-AA MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's

proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions.

TERMS AND CONDITIONS.....CONTRACT #071B3001151

If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: *General Counsel
Bentley Systems, Inc.
685 Stockton Drive
Exton, PA 19341*

For the State: *Irene Pena, Buyer
Strategic Purchasing
Acquisition Services
530 W. Allegan St.
Lansing, MI 48933*

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-CC ENTIRE AGREEMENT

The contents of this document, the vendor's proposal, and the attached SELECT Program Agreement with amendments will become contractual obligations, if a Contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The Contract together with the attached SELECT Program Agreement with amendments shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-DD NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-EE SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-FF HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-GG RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-HH UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-II SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-JJ GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-KK YEAR 2000 SOFTWARE COMPLIANCE

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

I-LL CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-MM STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-NN ADHERANCE TO PM METHODOLOGY STANDARD

The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may

TERMS AND CONDITIONS.....CONTRACT #071B3001151

obtain a copy of this procedure by contacting the DMB Office of Information Technology Solutions. The State of Michigan Project Management Methodology can be obtained from the DMB Office of Project Management's website at <http://www.state.mi.us/cio/opm>.

The contractor shall use the State's PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

This Section I-NN shall apply to customized code developed by Contractor based upon State specifications, and shall not apply to Contractor's COTS products.

I-OO ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

I-PP DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of **\$250,000** or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than **\$250,000** shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
 - a) The ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or

- b) Whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

- 5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

I-QQ DISPUTE RESOLUTION

In General.

- (a) Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work shall be resolved as set forth herein.
- (b) For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor shall submit an affidavit executed by Contractor's Project Director or his designee certifying that (i) the claim is made in good faith, (ii) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (iii) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

Informal Dispute Resolution.

- (a) All operational disputes between the parties shall be resolved under the Project Management Office procedures developed. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed-upon statements of fact or written statements of position.
 - (iv) Following the completion of this process, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.
 - (v) This Informal Dispute Resolution procedure is non-binding on the parties, and will not prohibit either party from instituting formal court proceedings following completion of the Informal Dispute Resolution procedure (except where earlier court proceedings are permitted, as provided in subsection (b), below).

- (b) This Section will not be construed to prevent a Party from instituting, and a party is authorized to institute, formal court proceedings earlier to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors.

Injunctive Relief.

The only circumstance in which disputes between the State and Contractor will not be subject to the provision of Section ____ is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**Enterprise Subscription Proposal
for
Michigan Department of Transportation**



TABLE OF CONTENTS

1.0 Business Organization	22
2.0 Statement of the Problem	23
3.0 Management Summary	24
3.1 Narrative.....	24
3.2 Non-binding Nature	25
3.3 Technical Work Plans	25
3.4 Prior Experience	25
3.5 Project Staffing	26
3.6 Subcontractors	27
4.0 Bidders Authorized Expeditor.....	28
5.0 Additional Information and Comments	39
6.0 Pricing Proposal.....	30
 APPENDIX A: Products Available Under the Enterprise Subscription	
APPENDIX B: Enterprise Subscriptin Program Terms and Conditions	
APPENDIX C: SELECT Program Agreement	

1.0 - Business Organization

Full name and address: Bentley Systems, Inc. (Bentley)
685 Stockton Drive
Exton, PA 19341

Branch office performing the work: N/A- the work proposed is a service licensing option that provides a full range of Bentley software to our preferred customers, like Michigan Department of Transportation (MDOT), at significant cost savings above our standard offering. This will not require personnel to perform any work unless a particular software is selected for use, installation or training. If Bentley services personnel are required, they will be provided from our Professional Services organization, which has offices and personnel nationwide at convenient locations. The Account Manager who will be the point of contact for this submittal and this licensing option is Mr. Lawrence Martin, located in Chicago, IL.

Bentley operates as a corporation, and was incorporated in the state of Delaware in 1987.

Bentley is licensed to operate in the state of Michigan. Our Michigan Secretary of State number is 663604; our Michigan Department of Treasury number is ME-0149073.

Subcontractors: Bentley will not be utilizing subcontractors to issue the Enterprise Subscription option. The subscription itself is managed and provided by Bentley, however services in support of software purchased under an Enterprise Subscription may be provided by our channel partners and Bentley Integrators, depending on what is required. A list of products available under an Enterprise Subscription is presented in Appendix A.

2.0 - Statement of the Problem

As a significant presence in the engineering/design and construction arena, MDOT manages hundreds of projects and project teams on complex projects requiring the coordination of personnel on a statewide basis. Methods of efficient and cost effective information technology management are available from Bentley under our Enterprise Subscription, which is a software license option only offered to our premier clients. This proposal presents our Enterprise Subscription option for MDOT.

3.0 - Management Summary

For large-scale MicroStation® users like MDOT, Bentley has developed a unique licensing option that will provide a more convenient way of managing the licensing of Bentley products across your organization. The Enterprise Subscription program provides MDOT with access to all Bentley discipline-specific commercial off the shelf (COTS) applications and Bentley content management and publishing servers for any number of users presented in Appendix A, with full SELECT® benefits. Also included in this program is the maintenance for the Michigan Permitting and Routing System (MIPARS).

3.1 - Narrative

This exclusive option, called an Enterprise Subscription, is only being offered to Bentley's largest subscriber organizations. For an annual fee, you will be able to access all of the Bentley owned and distributed software identified in Attachment A, in any quantity, anywhere in your organization, at any time. This includes both Bentley content management and publishing servers, such as ProjectWise®, and all Bentley discipline-specific desktop applications. A complete list of Bentley products available under an Enterprise Subscription is presented in Appendix A.

The advantages to an Enterprise Subscription for MDOT are significant. An Enterprise Subscription will:

- Simplify your license administration, tracking and billing.
- Improve your expenditure forecasting.

TERMS AND CONDITIONS.....CONTRACT #071B3001151

- Provide you with greater operating revenue due to the redistribution of software costs.
- Provide you with easy access to an extensive suite of Bentley discipline-specific desktop applications as well as content management and publishing servers.
- Provide you with the flexibility to accommodate a fluctuating number of users per software application as your design needs change throughout a project cycle.
- Give you total flexibility in finding the best discipline-specific applications for your project requirements.
- Provide you with access to every new version, and all software enhancements and support, for all existing seats of MicroStation, as well as any of the new discipline-specific applications and content management and publishing servers you decide to access in any quantity under the Enterprise Subscription.

As someone who has the power to make purchasing decisions for your software users, you want to make the most of the money you have allocated to software and other technology expenses. Bentley's Enterprise Subscription program allows you to do this.

Administration of the Enterprise Subscription Program shall be managed through MDOT's Enterprise Subscription administrator. All administration of this agreement shall be managed through Bentley's Account Manager.

3.2 - Non-binding Nature

This Enterprise Subscription proposal is a non-binding document, subject to the negotiation of a definitive agreement and approval by both MDOT and Bentley. Such definitive agreements may incorporate the provisions of this proposal upon execution.

3.3 - Technical Work Plans

There is no Technical Work Plan associated with this purchase. An Enterprise Subscription can be initiated immediately upon receipt of payment and can last for as long as MDOT requires, therefore we cannot provide an MS Project Schedule as required for this section of the proposal.

3.4 - Prior Experience

Bentley is a global provider of collaborative software solutions that enable our users to create, manage, and publish architectural, engineering and construction (AEC) content. Our software solutions are used to design, engineer, build, and operate large constructed assets such as roadways, bridges, buildings, and industrial and power plants and utility networks. We focus on five vertical industries that deploy such assets: transportation, manufacturing plants, building, utilities, and government. In addition, we provide professional services for our software solutions, including implementation, integration, customization, and training.

Organizations engaged in the design, construction and operation of large constructed assets require a software solution that facilitates efficient design, while also allowing all project participants to communicate, collaborate and share information throughout an asset's lifecycle. These organizations also require solutions that are specifically tailored to meet their unique industry requirements and business processes.

Our collaborative software solutions allow project participants to communicate, collaborate, and share AEC content. This collaboration enables our users to maximize the value of AEC content by providing an integrated approach to managing the lifecycle of large constructed assets. Our solutions are used to:

- **Create** - Generate architectural and engineering designs and associate them with intelligent content such as descriptive and other relevant information.
- **Manage** - Store, organize and index content, provide and control access and track and record changes.
- **Publish** - Share and distribute content through multiple methods to project participants from disparate organizations and communicate relevant content to other enterprise applications.

Company Timeline - Bentley Systems, Incorporated								
1986-1989	1990-1994	1995	1996	1997	1998	1999	2000	2001
MicroStation provided advanced computer-aided design on PC	Installed base reaches 100,000	Bentley assumes MicroStation sales and marketing	Architectural modeling and plant engineering products ship	Daratech lists Bentley as fastest-growing in CAD/CAM/CAE revenue growth	Upside Magazine names Bentley to the 1998 Hot 100	Bentley revenue reaches \$190 million	Launched the Viecon Network	MicroStation V8 released
	MicroStation expanded to range of products	JSpace, predecessor to Integrator, introduced	Bentley SELECT technology and service subscription program debuts	Over 150,000 Bentley SELECT subscribers (70% growth)	Installed base reaches 300,000; SELECT subscribers exceed 200,000	ProjectBank DGN released	InRoads suite acquired	Revenues exceed \$200 million
			Company listed as fourth fastest growing on Softletter 100	Bentley Transportation formed				Daratech ranks Bentley #2 in Plant Industry
				Offices in over 30 countries				
				Introduced ProjectWise				

Based on our understanding of MDOT's requirements, we are proposing a solution that provides easy access to productivity-enhancing tools in a cost-effective manner and leverages the value of MDOT's investment in Bentley software. The proposed solution standardizes pricing across geographies, simplifies licensing, and provides flexibility of usage throughout the project cycles.

3.5 - Project Staffing

Project staffing is not required for the implementation of an Enterprise Subscription, however Bentley's Professional Services organization is dedicated to optimizing and supporting engineering environments worldwide. This trained team of experts provides users of Bentley technology a host of technical services that helps project teams leverage engineering information.

Bentley Institute

The Bentley Institute provides ongoing training courses to help organizations achieve maximum productivity through professional growth.

- Foundation Series courses focus on MicroStation training and are delivered at authorized Bentley Institute Centers worldwide.
- Professional Series courses focus on training on Bentley's Engineering Configurations (such as MicroStation TriForma®) and their associated applications (such as Structural for MicroStation TriForma). These courses are delivered at Bentley facilities and taught by qualified faculty members who have industry--as well as application--expertise.

Bentley Consulting

Bentley Consulting stands ready to assist you by sharing its experience implementing business solutions for design, documentation, and collaboration. A one-to-one relationship between your organization and Bentley Consulting will help you maximize your investment in Bentley technology. Bentley Consulting is a team of consultants who can add extensive knowledge to any project team. They review and make recommendations to project workflow and manage the deployment of enterprise solutions. Each member of Bentley Consulting has direct access to all Bentley resources, including the Bentley Institute. The team of project managers, technical managers, application specialists and developers are organized regionally and assigned by skill sets to provide users with customized services.

- **Review**-Review of application functionality, benefits, and a working demonstration.
- **Education**-Delivery of Bentley Institute courseware and the development and delivery of customized courseware. Includes company-wide training program development.

TERMS AND CONDITIONS.....CONTRACT #071B3001151

- **Deployment**-Installation, configuration, standards development, and application coaching. Deployment extends to all business operations including business management, project teams, and consultants.
- **Optimization**-Assistance to help users maximize a single application or a suite of applications includes enterprise configurations and advanced techniques education. Recommendations for improvement identified from a review of project workflow.
- **Customization**-Development of user-specific functionality of base applications to address specific needs and integration with other business applications.
- **Project Management**-Planning, execution, resource allocation, team coordination, and communications to ensure a successful project completion. A single point of project accountability.

3.6 - Subcontractors

No subcontractors are required for the establishment of an Enterprise Subscription.

4.0 - Bidders Authorized Expeditor

The person authorized to expedite contracts within our organization is: Mr. Neal Harville, Director of Corporate Contracts, at (256) 774-0312.

5.0 - Additional Information and Comments

This proposal is based upon the terms and conditions of the existing SELECT Program Agreement No. 1001016 between Bentley and MDOT, attached hereto as Appendix C and as amended by terms and conditions applicable to the Enterprise Subscription proposal outlined herein. Any subsequent purchase order issued by MDOT will be governed by the terms and conditions of the SELECT Program Agreement.

Enterprise Subscription License and Enterprise Subscription License Fees

Under an Enterprise Subscription, MDOT will have the right to use any and all of the Bentley discipline-specific applications and Bentley content management and publishing servers, as set forth in the Amendment attached hereto.

Bentley grants MDOT the right to use Bentley products specified in Appendix A at any geographic location within the State of Michigan and within the MDOT organization by MDOT employees only.

The annual Enterprise Subscription License fee includes SELECT coverage for all products accessed through the Enterprise Subscription Program.

All of MDOT's currently registered licenses of Bentley products in any geographic location within the State of Michigan will be included in the Enterprise Subscription Program. The initial term of the Enterprise Subscription will be three (3) years. The Enterprise Subscription Program is valid for a three (3) year period subject to the terms and conditions set forth in the Amendment, with two (2) one (1) year renewable extensions.

Support and Training

Bentley agrees to provide up to four (4) of either: on-site training sessions per year, eight (8) hours in length on specific application subjects; or trainer attendance at and participation in up to four (4) MDOT User Group meetings.

6.0 - Pricing Proposal

The annual Enterprise Subscription License fee is: \$575,000 for each year during the initial three (3) year term of the Enterprise Subscription.

The annual Enterprise Subscription License fee will provide MDOT with unlimited use of any and all of the Bentley discipline-specific desktop applications and Bentley content management and publishing servers listed

TERMS AND CONDITIONS.....CONTRACT #071B3001151

in Exhibit A. The annual Enterprise Subscription License fee includes full SELECT coverage for any and all of the Bentley products accessed under the Enterprise Subscription Program. The unlimited licenses can be deployed in any MDOT location within the geographic boundaries of the State.

Table 6-1 shows the price difference between the current SELECT rate and the proposed Enterprise Subscription License fee. SELECTserver™, Bentley's licensing tool for centralized management, will be the licensing reporting mechanism for determining the average number of licenses concurrently in use.

Table 6-1: Price Comparison of Annual SELECT vs. Enterprise Subscription for MDOT

The following Cost Comparison Worksheet shows current maintenance costs and projected software costs for MDOT over 3 years. All estimates are based on MDOT's current discount level of 25%. This table is to be used as an estimate of usage only to help determine the cost of the Enterprise Subscription.

2003 Estimated Expenditures

Current Maintenance Costs	\$	240,000	Includes SELECT for 236 seats of Microstation and MIPARS
Civil Eng Subscription for 230 users	\$	225,000	
ProjectWise for 300 users	\$	185,000	Discounted 25%
Future software usage and maint.	\$	65,000	

2002 \$ 715,000

2004 Estimated (assuming 10% more GP users)

Base Maint. Cost	\$	316,000	Assumes additional MS SELECT \$60K and \$16K MIPARS
Civil Eng. Subscription Costs	\$	250,000	Assumes 10% more GP users
Future Software usage and maint.	\$	30,000	
Additional PW SELECT and s/w	\$	79,000	
Web Concurrent for DI	\$	21,000	

2003 \$ 696,000

2005 Estimated (assuming 10% more GP users)

Base Maint Cost	\$	346,000	Previous year's maint plus additional seats of MS and Iplot
Civil Eng. Subscription Costs	\$	300,000	Assumes a slight increase in the GP users with other areas
Future Software usage and maint.	\$	30,000	
Additional PW s/w and svcs.	\$	125,000	

2004 \$ 801,000

Total Cost of 3 years s/w and support \$ 2,212,000

Avg cost per year \$ 737,333

Less 22% Ent Lic Discount \$ (162, 213)

Enterprise License Annual Amount \$ 575,120

Appendix A: Products Available Under the Enterprise Subscription

The Enterprise Subscription Program is designed to provide Subscriber access to all current and future Bentley Products developed by Bentley which are available to the general public upon standardized “shrink-wrapped” licensing terms and are generally licensed on a non-exclusive basis. However, Bentley reserves the right to exclude any Bentley Products from inclusion in the Enterprise Subscription Program. Upon request, Subscriber is able to obtain from Bentley an up-to-date list of current Covered Products.

TERMS AND CONDITIONS.....CONTRACT #071B3001151

Products included in the Enterprise Subscription Program by Product Lines as of 6/28/02 . This list is subject to change as noted in Sec. 3.1

MicroStation	Discipline Specific Applications					Collaboration Servers	
MicroStation	Architectural Design	Civil Engineering	Facilities	Geoengineering	Plant Design	Content Management	Content Publishing
MicroStation	MicroStation TriForma (EC)	MicroStation CivilPAK (EC)	ActiveAsset Planner	MicroStation GeoGraphics (EC)	MicroStation Schematics (EC)	ProjectWise	Digital InterPlot
MicroStation PowerDraft	Architecture for TriForma	GEOPAK Civil Engineering Suite	ActiveAsset Inquirer	MicroStation GeoOutlook	PlantSpace P&ID	Bentley View	Interplot Server
	HVAC for MicroStation TriForma	GEOPAK Bridge		MicroStation GeoWasteWater	MicroStation Raceways	Bentley Redline**	Bentley Publisher
	Structural for MicroStation TriForma	GEOPAK Data Collection		MicroStation GeoWater	Bentley Interference Manager	Bentley Dynamic Animator	InterPlot Client
		GEOPAK Site		MicroStation Telco	MicroStation Equipment Modeler	Bentley Enterprise Navigator	InterPlot Driver Packs
		GEOPAK Survey		MicroStation Descartes		Bentley Schedule Simulator	
		GEOPAK Rebar* *Up to 100 node-locked licenses for the Initial Term of the Enterprise Subscription		MicroStation Reprographics		Project Hosting	
		InRoads		MicroStation I/RAS B		ModelServer Integrator	
		InRoads Bridge					
		InRoads Site					
		InRoads Storm & Sanitary					
		InRoads Survey					
		InRail					
		GeoMacao					

For the following products, Enterprise Subscription License grants Enterprise Subscriber a server-wide distribution across enterprise (as opposed a to desktop-wide distribution):

ProjectWise Document Publisher

ProjectWise Web Server

ProjectWise Markup Manager

** MicroStation PowerScope is available to Enterprise Subscribers within MicroStation/J production environment

Products excluded from the Enterprise Subscription Program by Product Lines as of 6/28/02 . This list is subject to change as noted in Sec. 3.1

MicroStation	Discipline Specific Applications					Collaboration Servers	
MicroStation	Architectural Design	Civil Engineering	Facilities	Geoengineering	Plant Design	Content Management	Content Publishing
	POS-MIDAS Structural Analysis	GeoTransport ARPS			PlantSpace Piping	ProjectWise w/Sybase	Bentley Model Streaming
		GeoTransport ATMS			PlantSpace SupportModeler		
		GeoTransport LDM			Personal ISOGEN		
		GeoTransport ROW Office			IsoExtractor		
					L/ISO		
					Electrical Elementary Diagrams (EED)		

Appendix B: Enterprise Subscription Program Terms and Conditions

BENTLEY	Enterprise Subscription Program Terms and Conditions through Amendment to Bentley Systems, Incorporated SELECT Program Agreement No. 1001016
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This amendment ("Amendment") effective as of _____ (the "Amendment Effective Date") is made by and between Michigan Department of Transportation with principal offices at State Transportation Building, 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 ("Subscriber") and Bentley Systems, Incorporated, a Delaware corporation, with principal offices at 685 Stockton Drive, Exton, PA 19341 ("Bentley").

WHEREAS, Subscriber and Bentley wish to amend the Bentley Systems, Incorporated SELECT Program Agreement No. 1001016 (Bentley internal reference number 40002852) made by and between the parties and dated June 11, 1998 ("Agreement") upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Bentley and Subscriber hereby agree as follows

I. Definitions

- a) "Baseline Products" means the Bentley Products (i) in use by Subscriber immediately prior to the Amendment Effective Date, (ii) which will become Covered Products as of the Amendment Effective Date, and (iii) that are listed in Exhibit A to this Amendment.
- b) "Covered Products" means the Bentley Products that are eligible for inclusion in the Enterprise Subscription Program, as specified exclusively in the Proposal, including any Updates or Upgrades thereto.
- c) "Employee" means any employee of Subscriber or a Staff Augmentation Consultant.
- d) "Enterprise Subscription License" means the license grant described in Section IV of this Amendment.
- e) "Enterprise Subscription Program" means the Enterprise Subscription License provided under this Amendment, together with the terms set forth in the Proposal.
- f) "Proposal" means the proposal document submitted to Subscriber by Bentley to which this Amendment serves as Appendix B and the Agreement serves as Appendix C.
- g) "SELECT Coverage" means the SELECT program benefits applicable to Bentley Products as set forth in the Agreement.
- h) "Staff Augmentation Consultant" means any temporary, term or contract professional or service personnel or employees who work in

- Subscriber's facilities and whose work is supervised or managed by Subscriber and for whom Subscriber remains responsible.
- i) "Subscriber Use" means for use by Employees in the performance of official Subscriber business or projects; but shall not mean for use by Employees for non-Subscriber projects or purposes; and shall not mean for use by consultants other than Staff Augmentation Consultants, such as those retained to provide independent professional consulting engineering services.
- j) All other definitions provided in the Agreement are incorporated into this Amendment.

II. Structure of this Amendment

This Amendment supplements the provisions of the Agreement, and amends and supersedes the Agreement with respect to the Covered Products as set forth in the terms herein. The terms of the Agreement and the Proposal are hereby incorporated into this Amendment. In the event of any conflicting terms between the Agreement, the Proposal and this Amendment, the order of precedence in interpreting the separate documents with respect to the Covered Products or the Enterprise Subscription Program shall be (i) this Amendment, (ii) the Agreement, and (iii) the Proposal. The Amendment, the Agreement and the Proposal set forth the entire agreement between the parties, and the parties hereby agree

that no terms or conditions presented by Subscriber are incorporated herein and any such terms are specifically excluded from this Amendment and the entire Enterprise Subscription Program.

III. Enterprise Subscription Program

- a) Upon Bentley's acceptance of Subscriber into the Enterprise Subscription program, Subscriber shall be entitled to receive the Enterprise Subscription Program benefits and rights as specified in this Amendment.
- b) Covered Products shall receive SELECT Coverage provided that the Agreement remains in effect.
- c) The Bentley Products in use by Subscriber that are not Covered Products shall not be effected by this Amendment, and shall not be eligible for Enterprise Subscription Program benefits, but will continue to receive SELECT Coverage as long as the Agreement remains in effect.

IV. Enterprise Subscription License

In consideration for payment of the Enterprise Subscription License Fee according to the terms set forth in Section V of this Amendment, Bentley hereby grants Subscriber, subject to the terms and conditions contained herein, a non-exclusive, limited, non-transferable license to use and/or reproduce the Covered Products for Subscriber Use within the State of Michigan for the term of the Enterprise Subscription, without limitation as to the number of Employees who may concurrently access and use the Covered Products.

V. Enterprise Subscription Fees

- a) The fee for the Enterprise Subscription License described herein (the "Enterprise Subscription License Fee") shall be as set forth in Exhibit B to this Amendment. Exhibit B shall also set forth, as applicable: (i) the subscription fees for the Bentley Products that are not Covered Products and that will continue to receive SELECT Coverage under the Agreement, and (ii) the additional fees for the portion of the Enterprise Subscription Program, apart from the Enterprise Subscription License Fee.
- b) Payment of the Enterprise Subscription License Fee covering the first year of the Initial Term of the Enterprise Subscription License shall be due on the Amendment Effective Date. Payment of the Enterprise Subscription License

Fee for the subsequent years of the Initial Term of the Enterprise Subscription License shall be due upon the first and second anniversary of the Amendment Effective Date, respectively.

- c) Failure by Subscriber to remit to Bentley full payment of the appropriate Enterprise Subscription License Fee as set forth herein shall result in immediate revocation of the Enterprise Subscription License any other benefits of the Enterprise Subscription Program until such time that the appropriate Enterprise Subscription Fee is paid in full.
- d) Fees for any additional or renewal terms beyond the Initial Term of this Enterprise Subscription shall be determined at the time of such renewal or additional term.

VI. Subscriber Obligations

- a) Subscriber shall maintain a valid SELECT Program Agreement with Bentley for the duration of the Enterprise Subscription, and shall pay all fees invoiced by Bentley for SELECT coverage for the Bentley Products used by Subscriber that are not Covered Products.
- b) Subscriber shall deploy SELECT Server or any other Bentley licensing technology, as requested by Bentley, in order to allow Bentley to monitor usage of Covered Products by Subscriber.
- c) Subscriber hereby represents and warrants that it has the power and authority to bind all of its affiliates, subsidiaries, organizations and sites set forth in Exhibit A to the terms of this Amendment.
- d) Subscriber hereby agrees to remain responsible for each of its affiliates, subsidiaries, organizations and sites set forth in Exhibit A for their respective compliance with the terms of this Amendment and performance of any duties required hereunder.
- e) Subscriber hereby represents and warrants that Exhibit A to this Amendment indicates a true and accurate count, as of the Amendment Effective Date, of all Bentley Products in use by Subscriber which shall become eligible for treatment as Covered Products, as indicated in this Amendment.

VII. Term and Termination

- a) The initial term of this Enterprise Subscription shall be three (3) years, commencing with the

Amendment Effective Date (the "Initial Term"). Any additional or renewal terms may be negotiated, and must be mutually agreed to in writing in advance by both parties.

- b) Notwithstanding anything to the contrary contained herein, Bentley reserves the right to immediately terminate the Enterprise Subscription License and this Amendment in the event Subscriber materially breaches its obligations as set forth in the Agreement or this Amendment, including the Subscriber Obligations set forth in Section VI of this Amendment.
- c) In the event of a termination, expiration or non-renewal of this Amendment or the Agreement, Subscriber's Enterprise Subscription License rights shall immediately terminate and Subscriber's license rights with respect to any Bentley Products (including those which became Covered Products) shall revert back to the perpetual license rights it had in the Baseline Products, as set forth in Exhibit A to this Amendment.
- d) This Amendment shall terminate immediately upon termination of the Agreement and is subject to the termination conditions defined in the Agreement.
- e) Subscriber acknowledges that the licenses to the Covered Products are for a set term and that Bentley may remotely terminate Subscriber's access to the Covered Products in the event of a failure to pay the Enterprise Subscription License Fee or any other termination.

VIII. Assignment

The rights granted under this Enterprise Subscription Program are not transferable in the event of a merger, acquisition, change in control, or in the event that Subscriber sells an affiliate, subsidiary, or site, or any assets in its organization, or in the event that another government entity or a commercial entity is charged with fulfilling some or a portion of the duties previously fulfilled by Subscriber

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties effective as of the Amendment Effective Date.

Subscriber	Bentley Systems, Incorporated
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

EXHIBIT ABaseline Products

Product Name	Number of Licenses
MicroStation	236
MicroStation Review	1
MicroStation IRAS/B	65
InterPlot Professional	83
InterPlot Raster Offline Driver	1
InterPlot Driver Pack	2
InterPlot Client	230
InterPlot Server	4

EXHIBIT B

Enterprise Subscription License Fee: \$575,000.00 per year for each year of three-year Initial Term

SELECT Coverage fee for Bentley Products that are not Covered Products: N.A. as of Amendment Effective Date. To the extent that any adjustment in the number of Bentley Products that are not Covered Products occurs during the course of the term of the Agreement, this fee may be modified accordingly.

Amendment No. 1

To

Bentley SELECT Program Agreement No. _____

This Amendment No. 1 ("Amendment") dated _____ is made between Bentley Systems, Incorporated, a Delaware corporation, with principal offices at 685 Stockton Drive, Exton, PA 19341 ("Bentley"), and Michigan Department of Transportation, an entity having its principal office and place of business at _____ ("MDOT")

WHEREAS, Bentley and MDOT wish to amend the Bentley SELECT Program Agreement No. _____ Made between the parties and dated _____ (the "Original Agreement"; the Original Agreement as amended by this Amendment is hereinafter referred to as the "Agreement") upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, the parties hereby mutually agree as follows:

Definitions: The definitions of certain terms used in the Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

Overview/Structure of Agreement/Merger of Documents: The term "Agreement" or "Contract" shall be deemed inclusive of the following Appendices, Amendments and Agreement, as if merged and set forth herein in full:

2.1 The State of Michigan Contract.

2.2 This Amendment.

2.3 The Original Agreement as modified by this Amendment and any other Amendments duly executed by the parties

Modifications to the Original Agreement.

The Original Agreement is modified as follows:

3.1 Section 1.03 of Exhibit A is hereby deleted and replaced in its entirety with the following:

"Bentley will provide SELECT CSP services directly to MDOT and will not delegate the SELECT CSP services to any third party"

1.23.2 Section 4.01 (c). Exhibit A is deleted and replaced in its entirety with the following:

"Invoices for MicroStation CSP Fees shall be issued to Subscriber in advance, unless Bentley requires a different arrangement for certain accounts below a designated minimum amount. The invoice shall be payable within 30 days of the posted date."

1.33.3 Section 6.02 of Exhibit C line 5 is modified to read, "... the party in breach shall have thirty (30) days to cure such breach..."

1.43.4 Section 6.03 of Exhibit C is deleted.

1.53.5 Section 7.02 of Exhibit C is deleted and replace in its entirety with the following:

TERMS AND CONDITIONS.....CONTRACT #071B3001151

"This Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties herein. Any additional or different terms or conditions appearing on a Product Order, 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 Paragraph 7.03 of this Exhibit C."

3.6 Section 7.09 of Exhibit C is deleted and replaced in its entirety with the following:

"This Contract, as amended from time to time shall be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan without regard to conflict of law provisions."

3.7 Section 7.10 of Exhibit C is deleted.

3.8 Section 2.01 of Exhibit E. The following sentence is deleted from Section 2.01 of Exhibit E: "Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work."

3.9 Section 2.02 of Exhibit E is deleted and replaced in its entirety with the following:

"Scheduling. Bentley will 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 replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving regard to its other commitments and priorities."

Legal Effect: Except as expressly amended or modified by the terms of this Amendment or where inconsistent with the provisions of the State of Michigan Contract, all other terms of the Original Agreement shall remain unchanged and in full force and effect.

Headings: The headings used in the Addendum are for convenience of reference only shall not be used to define the meaning of any provision.

Effective Date: This Amendment shall become effective upon being signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date and year first written above.

Michigan Department of Transportation

Bentley Systems, Incorporated

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

[DW: THIS IS A DUPLICATE]