



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
 to
 Contract Number **17118000000146**

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	CV0066856

STATE	Program Manager	John Kalanquin	MDOT
		517-241-0177	
		KalanquinJ@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

SOFTWARE LICENSE, MAINTENANCE, AND TECHNICAL SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2018

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input checked="" type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 month	October 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,515,505.04	\$0.00	\$6,515,505.04		

DESCRIPTION

Effective 9/27/2018, this Contract is hereby extended one month. The revised contract expiration date is 10/31/2018. This is a zero dollar change pending the exercise of the final three years of options.

Please note the contract number has been updated. The prior contract number was 071B2200290. Please note the contract administrator has been changed to Christopher Martin.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



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CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B2200290C**

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	John Kalanquin	DTMB
		517-241-0177	
		KalanquinJ@michigan.gov	
	Contract Administrator	Mahfuzur Rahman	DTMB
		(517) 284-7047	
		rahmanm2@michigan.gov	

CONTRACT SUMMARY

BENTLY ENTERPRISE LICENSING & SELECT AGREEMENT SOFTWARE, SOFTWARE UPDATE, TECHNICAL SUPPORT & LIMITED SUPPORT SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1-year	<input type="checkbox"/>		September 30, 2018

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,418,553.10	\$1,096,951.94	\$6,515,505.04

DESCRIPTION

Effective 09/29/2017 this contract hereby exercises the second option year. Option year pricing will be as followed:
 Enterprise License Subscription (ELS): \$970,203.94
 SUPERLOAD SELECT fee: \$126,748.00
 Total Year 7 fee: \$1,096,951.94

Additional the program manager has been updated to John Kalanquin, and the contract administrator to Mahfuzur Rahman

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) Contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.



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CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B2200290

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Tanis Lerash	MDOT
		517-241-4141	
		LerashT@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY

BENTLEY ENTERPRISE LICENSING & SELECT AGREEMENT SOFTWARE, SOFTWARE UPDATE, TECHNICAL SUPPORT & LIMITED SUPPORT SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,418,553.10	\$0.00	\$5,418,553.10

DESCRIPTION

Effective 10/01/2016 This Change Notice confirms the agreement of Bentley Systems, Incorporated and Michigan Department of Transportation. This change will reference the language provided in Change Notice 1. Change Notice 7 will carry forward the below language that was originally executed under Change Notice 1. This language will be included in all subsequent Option years.

Section III, Enterprise License Subscription Program Terms and Conditions, as follows:

4. Professional Services. Section 4.1 and Section 5 set forth in Exhibit B to the ELS Amendment are hereby modified as follows:

4.1 For each Year of the Initial Term, and for the first extension year expiring September 30, 2017, the ELS Fee shall include an allocation of \$24,000.000 USD to be applied towards Professional Services performed either on Subscriber's premises or remotely ("Professional Services") at a rate of \$240.00 per/hour (inclusive of travel and expenses) (the "Professional Services

Allocation"). The Professional Services must be scheduled in minimum increments of three (3) days, with the exception of project kick-off meetings, or within Bentley's discretion. The Professional Services Allocation may be applied toward Subscriber's expenses to attend any Bentley User Group meeting. Any portion of the Professional Services Allocation not used within each Year of the Initial Term or within the first extension year shall be forfeited by Subscriber and may not be carried forward into any subsequent Year of the Initial Term or any Renewal Term.

5. For each year of the Initial Term, and for the first extension year expiring September 30, 2017, Subscriber shall be entitled to ten (10) entry passes to Bentley's annual user conference at no-charge.

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, DTMB



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CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B2200290**

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Tanis Lerash	DTMB
		517-241-4141	
		LerashT@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		toppingj@michigan.gov	

CONTRACT SUMMARY

BENTLY ENTERPRISE LICENSING & SELECT AGREEMENT SOFTWARE, SOFTWARE UPDATE, TECHNICAL SUPPORT & LIMITED SUPPORT SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,418,553.10	\$0.00	\$5,418,553.10		

DESCRIPTION

Effective 11/18/2016 The Program Manager is now Tanis Lerash.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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CONTRACT CHANGE NOTICE

Change Notice Number 5
to
Contract Number 071B2200290

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Toby Pittman	DTMB
		517-335-2401	
	pittmant@michigan.gov		
	Contract Administrator	James Topping	DTMB
(517) 284-7000			
ToppingJ@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Bently Enterprise Licensing & Select Agreement Software, Software Update, Technical Support & Limited Support Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1-Year	<input type="checkbox"/>	1-Year	September 30, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,449,315.00		\$ 969,238.10	\$5,418,553.10	
DESCRIPTION: Effective 09/29/2016 this contract hereby exercises the first option year. Option year pricing will be as followed: Enterprise License Subscription (ELS): \$867,788.87 SUPERLOAD SELCTE fee: \$101,449.23 Total Year 6 fee: \$969,238.10 Separate Statements of Work will be sent to DTMB Procurement for approval and approved funding will be made available in the contract as required. All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval				



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CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **071B2200290**

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-458-5000
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Toby Pittman	DTMB
		517-335-2401	
	pittmant@michigan.gov		
	Contract Administrator	James Topping	DTMB
(517) 284-7000			
ToppingJ@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Bently Enterprise Licensing & Select Agreement Software, Software Update, Technical Support & Limited Support Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,437,315.00		\$ 12,000	\$4,449,315.00	

DESCRIPTION: Effective September 6, 2016 the following Statement of Work is hereby incorporated into the Contract. Michigan State Police is requesting to link Michigan Department of Transportation's MiTrip Oversize/Overweight Permitting and routing system with MSP CVEDs CVIEW system. This system integration will provide MSP CVED officers with real time access to MDOTs oversize and overweight permit information.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval



Proposal for **MiTrip-CVIEW-Plus Integration**

**Prepared for
Michigan State Police Commercial Vehicle
Enforcement Division and
Michigan Department of Transportation**

August 19, 2016

685 Stockton Drive • Exton PA • 19341 • 1-800-BENTLEY • +1 610-458-5000

August 19, 2016

Lt. John Holder
Michigan State Police Commercial Vehicle Enforcement Division
Commanding Officer State Support Section, Commercial Vehicle Enforcement Division
7150 Harris Drive.
Dimondale, Michigan 48821

Subject: MiTrip-CVIEW-Plus Integration

Dear Lt. Holder:

On behalf of Bentley Systems, Incorporated (Bentley), I am pleased to present this proposal to the Michigan State Police Commercial Vehicle Enforcement Division and Michigan Department of Transportation (MDOT) for MiTrip-CVIEW-Plus Integration.

This enhancement work will allow the Michigan State Police Commercial Vehicle Enforcement Division to request permit information from the Michigan Department of Transportation Mi-Trip Oversize / Overweight Permitting and Routing System.

Bentley's mission is to sustain infrastructure professions by helping organizations such as yours leverage information technology, learning, best practices, and global collaboration. We trust this proposal meets your requirements. If you need additional information or would like to discuss anything contained in this document, I can be reached at (610) 458-9527.

Sincerely,



Meghan Hanney
Account Manager, Transportation
Bentley Systems, Incorporated
meghan.hanney@bentley.com
Office: (610) 458-9527

1. Executive Summary

The Michigan State Police Commercial Vehicle Enforcement Division (MSPCVED) and Michigan Department of Transportation (MDOT) want to use issued permit information stored in MDOT's MiTrip oversized / overweight permitting and routing system to assist with the commercial vehicle information & exchange window. The Iteris software will provide MSP CVED personnel with the ability to make a request of Bentley's permitting software to provide information on any currently valid permits for the specific vehicle. Bentley will implement a web service that will provide permit information to Iteris and the MSPCVED on their individual requests. The web service will provide a Permit Query Interface that will allow real time access to MDOT permit information.

2. Project Implementation Approach

Bentley Professional Services works in strict compliance with our project execution methodology, the Bentley Solutions Methodology (BSM). BSM is a compilation of Bentley’s standardized processes for end-to-end Professional Services project activity, thoroughly covering project definition, execution, communication, and completion aspects. The methodology is based on over 20 years of implementation and training services expertise within Bentley Professional Services, best industry practices, and established methodologies such as the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK® Guide) and PRINCE2®.

Bentley Professional Services couples BSM with formal project delivery training, a knowledge management approach to centrally harness and share best practices and lessons learned, a Professional Services Automation approach based on standard industry systems and tools, and most important, a pool of highly skilled resources. The level of expertise in Bentley Professional Services serves to strengthen the position of our partners and the users we are privileged to serve.

Working in Partnership

The checks and balances established by the BSM serve to control the project during its lifecycle. Because it is important that all stakeholders are aware of the expectations and progress of the project, Bentley requires you to name someone to act as a project manager. Both parties’ Project Managers are responsible for a successful project completion within the estimated timeline and budget, for keeping all stakeholders informed of progress and the assignment of resources. You must also provide Bentley with timely responses within three business days from when requests are made for information or staff support to help implement and configure the system. These requests may require you to coordinate meetings, schedule resources, provide data, documentation and other information relative to the objectives of the project.

Name	Agency/Division/Company	Title
Marc Forgang	Bentley	Project Manager
Lt. John Holder	Agency/MSP	Project Manager

Project Execution Plan

Bentley will create a document called the Project Execution Plan. The project execution plan (PEP) is the document that supports the means to execute, monitor, and control this project based on this Statement of Work. It contains initial scope clarifications that may not have been well established in the proposal and/or that will be further refined by the requirements management process. The PEP also serves as the main communication vehicle to ensure that everyone is aware and knowledgeable of project objectives and how they will be accomplished. The PEP is the primary agreement between MSP CVED and Bentley. The PEP is a living document developed in agreement with MSP CVED. The PEP should be updated to describe current and future processes and procedures -- updates are common as a project moves through critical decision stages. The PEP is reviewed in depth early in the project initiation phase, then revised as needed and agreed by both MSP CVED and Bentley.

Change Management

The Bentley project manager or project coordinator will be responsible for managing project change, including requirements changes as agreed to by both Bentley and MSP CVED per the agreed upon PEP. Not all changes will result in a change request, but changes that lead to change in cost, scope or schedule will be handled using an agreed-upon change control request process as described in the Master Contract Section 1.403.

- All changes on the project will be evaluated and approved by both Bentley and MSPCVED authorized approvers before being implemented.
- Possible changes to this project will be measured against the agreed project definition and baseline, and can be (but not limited to):
 - A change in cost (either increase or decrease) that results from a scope change or schedule change.
 - A change in scope (either increase or decrease)
 - A change in the timeline of a milestone or the end of the project
 - A change in products to be used

A significant change in the composition of either team. Bentley 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 Statement of Work, per Master Contract Section I CONTRACTUAL SERVICES TERMS AND CONDITIONS, I-N STAFFING OBLIGATIONS.



3. Services to be Delivered

Bentley proposes the following in order to meet MSPCVED's goals and objectives. Bentley's consultants are dedicated professionals whose industry experience and best practice knowledge will make your project a success.

3.1 Virtual Kick-Off Meeting

This meeting will be hosted by Bentley via a conference call to confirm user readiness and project schedule. The objectives of the call are to

- Agree upon project schedule, deadlines, and milestones
- Review project requirements, goals and objectives, software installation
- Confirm system architecture, status of required hardware, and any other DTMB requirements
- Confirm availability of your resources that are required for the deployment (IT, network admin, project manager, project owner, etc.)

3.2 Deliver Permit Data Sharing Web Service

Bentley will implement a web service to provide issued permit data to Iteris and to the MSPCVED. The web service does not require authentication to access; however, DTMB can restrict access through IP addresses or an IP port. The web service will provide a Permit Query Interface that includes two web service functions - GetPermit() and GetPermits(). The GetPermit call takes a permit file name and returns a PDF of the permit document while the GetPermits call accepts several input parameters and returns a list of permits and permit details that match the input data criteria.

The GetPermits function will take one or more of the following parameters as input arguments:

- Permit Number
- VIN
- USDOT
- License plate and License state (must be provided together)

The data that will be returned for each permit which fits the input criteria is as follows:

- Trip Request ID
- Permit Type
- Permit ID
- Revision Number
- Permit status
- Hauler ID
- Permit state date
- Permit end date
- License plate number
- License plate state
- USDOT

- VIN
- Permitted weight
- List of found permits (if multiple)
- Link to an image of the permit

The web service will create a log file that provides audit information for each request to the web service functions. The log file will store the date, time, input and response for each request. It will be the responsibility of the MSPCVED DTMB to clean up the log file on the webserver. See Appendix A for details on the web service requests.

3.3 Consult with MDOT / MSP / DTMB on Security and Access Configuration

Bentley will consult with MDOT / MSP / DTMB on limiting access to the web service to Iteris and the CVIEW-Plus integration that is intended.

3.4 Installation Support

MSP CVED will need to install the solution into a test environment in order to test and accept the solution. In order to assist MSP with this installation, Bentley has allowed up to half a day of consultancy time. This will be provided with remote support.

No allowance has been made for installation to a production environment, this should be the same process used for installation to TEST.

3.5 User Acceptance Support

MSP CVED will be responsible for testing the solution to ensure it works as described. In order to assist MSP CVED with this testing Bentley has allowed up to half a day of consultancy time. This will be provided with remote support.

3.6 Project Deliverables and Acceptance

Bentley will deliver the following items as a part of this deployment:

Item #	Deliverable	Description	Responsible Role	Supporting Role
P-1	Installation and Web Service Documentation Summary	A PDF document identifying the modules installed, on what server or workstation, the module version, and other information specific to how the Environment was delivered	Bentley Consultant	Bentley PM
P-2	Meeting Agendas and Minutes	PDF document(s) documenting the items to be discussed at Project Meetings (Meeting Agendas) and the results of those	Bentley PM	MSP CVED PM

		project meetings (Meeting Minutes)		
P-3	Installation Package	Executables and install notes for MSP CVED installation	Bentley Consultant	MSP CVED Consultant
P-4	Deliverable Acceptance Form	PDF document(s) listing the deliverables and acceptance by the MSP CVED PM, including but not limited to, successful User Acceptance Testing (UAT) results	Bentley PM	MSP CVED PM

The MSP CVED / MDOT Project Manager or identified designee(s) will review and approve deliverables identified in this proposal. The deliverable acceptance process will be as follows:

When complete, Bentley shall submit final deliverables and a copy of a “Deliverable Acceptance Form” to the MSP CVED / MDOT Project Manager or identified designee(s), who will conduct a review to determine the deliverables’ conformance with the agreed specifications. Upon completion of this review the MSP CVED / MDOT Project Manager or designee(s) will complete the Deliverable Acceptance Form indicating acceptance or rejection, Sign and return it to the Bentley Project Manager.

- If a deliverable is neither accepted nor rejected within ten (10) business days, or if the deliverable is placed into production use, the deliverable will be deemed to have been accepted without change or comment. MSP CVED / MDOT may request an extension to the ten (10) days acceptance period, which will not be unreasonably withheld by Bentley unless it affects the project schedule, which would then trigger a change request that may impact the project timeline, resources and/or cost.
- If MSP CVED / MDOT rejects a deliverable, MSP CVED / MDOT will provide Bentley with a written description of why the deliverable was rejected on the Deliverable Acceptance Form. If the identified deliverable discrepancies are mutually agreed to be within the specifications of this proposal or other project approved documentation, Bentley shall rework the deliverable at its sole cost as necessary to achieve its conformance with the specifications herein. If the discrepancies are mutually agreed to be outside the specifications, MSP CVED / MDOT shall either accept the deliverable as-is or request a change order. If the parties cannot come to an agreement regarding the discrepancies, the issue shall be elevated to respective management teams to discuss the deliverable and project specifications in detail.

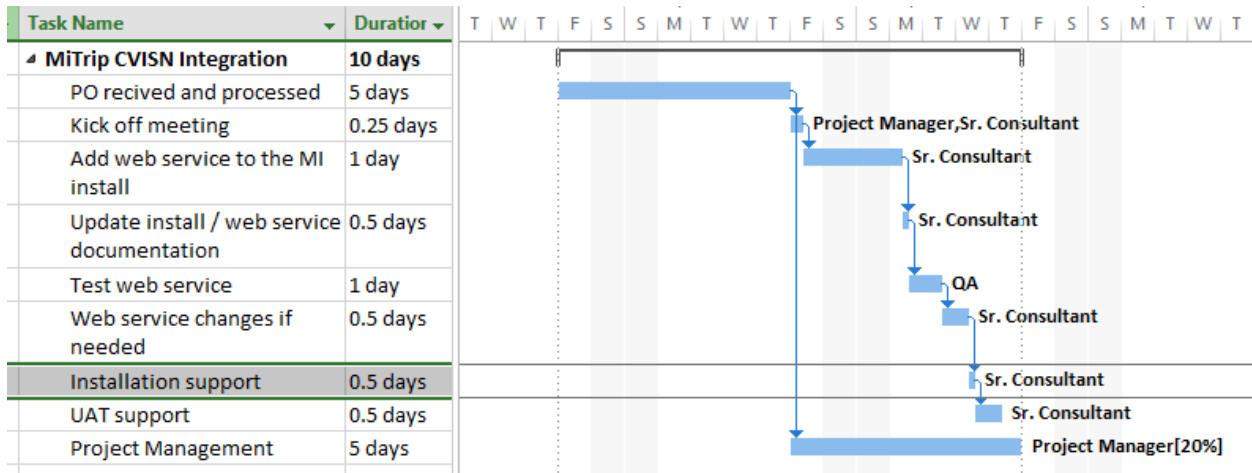
Software/Solution User Acceptance Testing

- User acceptance testing (UAT) is the last phase of the software solution testing process. During UAT, actual users test the solution to make sure it can handle required tasks in real-world scenarios, according to functional requirements.
- UAT is one of the final and critical software project procedures that must occur before newly developed solution is rolled out to production. UAT is important because it helps demonstrate that required business functions are operating in a manner suited to real-world circumstances and usage.

3.7 Schedule

The schedule will be finalized to reflect specific dates and times that are mutually acceptable upon final acceptance of this proposal and the issuance of a purchase order acceptable to Bentley. Bentley's Project Coordinator and the MSP CVED/ MDOT Project Manager are responsible for a successful project completion within the estimated timeline and budget, and for keeping all stakeholders informed of progress.

A draft schedule is presented below. This schedule will be confirmed by the project manager at the commencement of the project.



3.8 Staffing

The Key Personnel assigned to this project will be:

- Project Manager - The single point of contact, responsible for Project deliverables from Bentley Logistics Adherence to schedule and budget
- Senior Consultant - Responsible for providing application expertise as related to Bentley technologies, business analysis, system design and implementation.
- QA Analyst Performs testing of the solution before it is deployed.

3.9 Assumptions, Limitations, Exclusions, and Constraints

The following assumptions have been made regarding this project which will affect the following including but not limited to the project cost estimate, deliverables, production schedule, and project staffing.

Technical Assumptions

- MSP and MDOT’s staff will be available, as needed, for the duration of this project.
- MSP CVED / DTMB will be responsible for supplying all hardware. It is expected the web service can run on the existing hardware used to host MiTrip.
- MSP CVED / DTMB will provide network access and network security access to the consultants as needed to accomplish the tasks outlined in this proposal.
- MSP CVED and DTMB’s IT groups are responsible for opening the appropriate ports in the firewall as required.
- DTMB will work with Bentley on any required performance / security analysis.

Warranty and Maintenance

- Bentley will provide warranty system support services on the SUPERLOAD (MiTrip) CVIEW-Plus integration / data sharing enhancement. A 90-day warranty will take effect immediately upon MSP CVED full acceptance of the complete system. Warranty support includes defect remediation.
- Following the warranty period, MSP CVED may choose to purchase extended support and/or maintenance services. Additionally, Bentley stands ready to provide proposals for specific enhancements that may arise, on a case-by-case basis.

4. Pricing

This fixed fee proposal reflects the work to complete the scope as described in this proposal. Based on the deliverables as detailed in this proposal, the fixed fee cost for the MiTrip CVIEW- Plus Integration is \$12,000 USD.

Consulting Services	Quantity	Unit Price	Price
MiTripCVIEW-Plus Integration	1	\$12,000	\$12,000
Services Total			\$12,000

Product license fees are not included with this proposal. The project will be invoiced on acceptance as defined above.

Pricing breakdown by task is included in the table below.

Item #	Task	Amount
1	Web Service Development	\$5,750
2	Test Web Service	\$2,750
3	Install Support	\$750
4	UAT Support	\$1,750
5	Project Management	\$1,000
	Total	\$12,000

5. Work Hours and Conditions

- Bentley will perform the work described in this Proposal under the terms and conditions of Contract No. 071B2200290 by and between Bentley and the State of Michigan (“Subscriber”). Pricing shown in this proposal does not include taxes.
- Work hours are not to exceed eight (8) hours a day, forty (40) hours a week.
- The scope of services in this proposal is based upon information provided by Subscriber. Circumstances not contained in this information, or otherwise unknown to Bentley, may require an addition to the proposed scope of services.
- If after commencement of the work described in this proposal, Contract No. 071B2200290 expires or is canceled or otherwise terminated, Bentley shall be entitled to payment for services rendered.

Appendix A – Web Service Request / Response

Sample Web Service Query

http://WEBSERVER/PermitQueryService/PermitQuery.asmx/GetPermits?USDOT=0297996&PermitID=&VIN=&TruckLicense=&LicenseState=&

Sample Web Service Output

```
<?xml version="1.0" encoding="utf-8" ?>
<ArrayOfPermit xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:xsd="http://www.w3.org/2001/XMLSchema" xmlns="http://tempuri.org/">
<Permit>
  <TripRequestId>100033</TripRequestId>
  <PermitType>Single Trip</PermitType>
  <PermitId>12</PermitId>
  <RevisionNumber>0</RevisionNumber>
  <Status>Issued</Status>
  <HaulerId>3</HaulerId>
  <StartDate>03-15-2014</StartDate>
  <EndDate>03-24-2014</EndDate>
  <License>SDF</License>
  <LicState>MI</LicState>
  <UsDot>0032765</UsDot>
  <Vin>1NP5DB9X25N859728</Vin>
  <GVW>80000</GVW>
  <URL>https://WEBSERVER/PermitQueryService/PermitQuery.asmx/GetPermit?
name=output_100033_3_12</URL>
</Permit>
<Permit>
  <TripRequestId>100040</TripRequestId>
  <PermitType>Single Trip OW/OD</PermitType>
  <PermitId>13</PermitId>
  <RevisionNumber>0</RevisionNumber>
  <Status>Issued</Status>
  <HaulerId>3</HaulerId>
  <StartDate>03-16-2014</StartDate>
  <EndDate>03-25-2014</EndDate>
  <License>SDF</License>
  <LicState>CT</LicState>
  <UsDot>0032765</UsDot>
  <Vin>1NP5DB9X25N859728</Vin>
  <GVW>80000</GVW>
  <URL>https://WEBSERVER/PermitQueryService/PermitQuery.asmx/GetPermit?
name=output_100040_3_13</URL>
</Permit>
<Status>None</Status>
</Permit>
</ArrayOfPermit>
```

SOAP XLS Request

Below are SOAP XML request and response examples for the GetPermits web service method for a given USDOT number.

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:tem="http://tempuri.org/">
  <soapenv:Header/>
  <soapenv:Body>
    <tem:GetPermits>
      <tem:permitId></tem:permitId>
      <tem:USDOT>0297996</tem:USDOT>
      <tem:VIN></tem:VIN>
      <tem:truckLicense></tem:truckLicense>
      <tem:licenseState></tem:licenseState>
    </tem:GetPermits>
  </soapenv:Body>
</soapenv:Envelop
```




CONTRACT CHANGE NOTICE

Change Notice Number 3 (revised)
to
Contract Number 071B2200290

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-314-1932
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Toby Pittman	DTMB
		517-335-2401	
		pittmant@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Bently Enterprise Licensing & Select Agreement Software, Software Update, Technical Support & Limited Support Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,343,915.00		\$ 93,400.00	\$4,437,315.00	

DESCRIPTION: Effective June 22, 2016 the following Statement of Work- Maintenance and Support enhancements is hereby incorporated into the Contract for MDOT. Buyer and Contractor contact is also updated.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.

Revised: Update Toby Pittman's phone number and Agency.



CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B2200290

CONTRACTOR	BENTLEY SYSTEMS INCORPORATED
	685 Stockton Drive
	Exton, PA 19341
	Meghan Hanney
	610-314-1932
	meghan.hanney@bentley.com
	*****6623

STATE	Program Manager	Toby Pittman	MDOT
		517-335-2336	
		pittmant@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Bently Enterprise Licensing & Select Agreement Software, Software Update, Technical Support & Limited Support Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,343,915.00		\$ 93,400.00	\$4,437,315.00	

DESCRIPTION: Effective June 22, 2016 the following Statement of Work- Maintenance and Support enhancements is hereby incorporated into the Contract for MDOT. Buyer and Contractor contact is also updated.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: MicroStation and GEOPAK VBA and ProjectWise Consulting Services	Period of Coverage: FY 2016
Requesting Department: MDOT/Bureau of Highways and Executive Bureau	Date: 5/16/2016
Agency Project Manager: Dan Belcher	Phone: 517-322-3331
DTMB Project Manager: Toby Pittman	Phone: 517-335-2401

BACKGROUND:

In 2012, MDOT purchased a commercial off-the-shelf (COTS) software package called GEOPAK from Bentley System Incorporated. The contract (071B2200290) includes an enterprise license subscription, annual maintenance/support, and annual funding for optional professional services such as enhancing the system (\$176,878.30 per each year of the contract). MDOT wishes to use some of the professional services funding set aside for future enhancements to make specific changes to the software package to improve usability. MDOT has discussed the usability issues with the vendor and developed proposed changes that are outlined in this document.

PROJECT OBJECTIVE:

The purpose of this SOW is to exercise MDOT's option to use funding set aside for professional services. The funds will be used to modify the software to improve usability. MDOT has worked with the vendor to identify the changes to be made to obtain the improved usability that is desired. The changes are listed in this document. They are grouped by functional components of the GEOPAK application and are listed in MDOT priority order. As part of this project, the vendor will provide MDOT/DTMB with the compiled application, revised source code, and any applicable libraries or supporting data files.

Because the applications described in this statement of work are older software, some of the usability enhancements can be achieved only by rewriting portions of the code. Where needed

and as described below, Visual Basic applications may be rewritten in C# to achieve the desired usability and performance improvements. In other instances, the existing Visual Basic application will be enhanced to provide the desired outcome.

Scope of Work:

This work effort consists of modifications of several applications that work with the MicroStation and GEOPAK systems to improve system usability and performance. The changes to be made are listed below. They are grouped by system component. The components are listed in MDOT's priority order. MDOT will be responsible for any end user documentation. Each compiled application will be delivered to MDOT for review and testing of all new or modified functionality. Upon successful testing by MDOT, Bentley will provide a single delivery of the source code.

Tasks and Deliverables:

Title Block Manager:

Bentley will rewrite the source code of Title Block Manager from Visual Basic to C# as a .NET MicroStation Add-In to improve processing speed of the application. The following changes to the application functionality will be made:

1. Rename "Titleblock" to "Title Block" in the "Update DGNs from XLSX" dialog.
2. Include the ability to open the Excel file from within Title Block Manager.
3. Change the default setting when opening Excel file from ProjectWise to allow editing. The current default setting is "Open document as read-only." MDOT wants to allow editing and saving from initial load, because today, the setting is read-only but allows editing XLS in read only mode, which corrupts the file.
4. Add a drop down list for "Drawing: Sheet Type" and "Title: Sheet Type" that reads the pulls list entries from the ini file. The list field should also allow manual entry of a non-list value.
5. Add the functionality that allows the user to scan multiple sheet borders in one model.
6. Format "Drawing: Number" to display 3 digits with leading zeros (Number > Format Cells > Custom >000) in the Title Block Manager spreadsheet.
7. Add an underscore (_) to beginning of the Title Block Manager spreadsheet name, so it sorts at top of file list.

8. The system should check for the ProjectWise msi installation file during Title Block Manager start up. If the file is does not exist, the user should be notified.
9. The "Update DGNs from XLSX" icon launches a "discover" process that appears to rescan all files. This process will be eliminated and replaced by reliance on the spreadsheet.
10. Provide all source code files, libraries, and documentation related to the above modifications.

Smart Objects Functionality:

Smart Objects currently draws survey features (manholes, pipes and trees) to scale in 2D & 3D and provides survey chain reports.

1. Currently, numeric based survey feature codes are used, which MDOT would like to change to alpha based feature codes.
2. Underground pipes coded CLV, CMP, CPP, PVC, RCP, or SSL in the Survey module, will be represented as 2D and 3D objects.
3. When processing survey data, MDOT would like to have the VBA first look at the feature definition. If it matches one of the underground pipe codes, the VBA would then look to the first two numeric characters of the Description field and use that information to calculate the diameter at which to represent the 3D object. The VBA would then extrude a 3D solid as a construction along the invert (flow) line coincident with the bottom.

DGN File Update Tool:

1. Bentley will develop a .NET Addin tool for batch cleanup of dgn files that are being upgraded to a new workspace. The tool will run inside MicroStation and ask the user to identify a ProjectWise folder to process (or a Windows folder if PW is not active). Each design file (identified by a "dgn" extension) in the indicated folder will be checked out (if in PW) and processed one at a time. Processing will first import a custom line style RSC file into the design file, in order to resolve limitations in Print Organizer. The name and location of the RSC file will be defined in the application configuration file. Secondly, the tool will issue an "Update Levels from Library" command for levels contained within each selected dgn file as well as all levels referenced into a dgn file (e.g. base files, sheet files, and sheet file references). Each design file will be checked back into PW if it originated there.

Component Quantity Style Sheet:

1. Modify the "Corridor Model Component Quantities.xls" style sheet (launched by Component Quantities icon in Corridor Modeling task menu) to reorganize component quantities into individual columns ascending by station. The report will be exported to Excel by "File > Save As" in the Civil Report Browser. Note that "Tools > Format Options > Cubic Units" should have "Convert to Cubic Yards" toggled on and the Station Type should be set to English Stationing and not Metric.

Level Management Tool:

1. Modify the existing VBA tool to manage levels within a sheet file at the reference file level, using level filters and/or saved views. The current tool only manages levels in the active design file.

D&C Manager Bulk Edit Tool:

1. Develop a stand-alone tool that allows editing of the D&C Manager ddb file via the export of data to an Access database. The application will be written in C#. This new tool will read Drainage pay item data from an Excel spreadsheet and add data to the Access database in order to create the items in D&C Manager when the Access database is imported back into D&C Manager. The user will be asked to identify the Access database and the Excel spreadsheet files, and then indicate where in the D&C Manager item tree structure to insert the new pay items. The categories and items will be created in the Access database in accordance with the data extracted from the Excel spreadsheet and the user will be notified when the process is complete, including the number of categories and items created.

Hi/Lo Pt Profile Tool:

1. The existing VBA tool does not draw a high point label when the vertical curve has the same tangent slopes on each side (symmetrical vertical curve). The station is the same for both the high point and PI, but the EL is different. Bentley will modify the existing VBA tool to make the circle used to annotate this point to be configurable both in size and symbology, but will always be filled.

MDOT SuperEI.mvba:

1. Bentley will modify the existing VBA tool, MDOT SuperEI.mvba, to read superelevation data from an OpenRoads superelevation report rather than the IRD file, which is no longer in use. An XML stylesheet will be created to produce a superelevation report containing the data required by the VBA tool, then the VBA tool will be modified to read the data from the format of the report.

Drainage Profile Tool:

1. Bentley will modify the existing tool to add support for alignments with station equations. In the case of a GEOPAK profile cell being identified, this tool will honor the Gap/NoGap attribute in determining how station equations will be handled when drawing the drainage information. If the Selection Stationing method is used to define the profile origin then additional options will allow the user to select Gap or NoGap mode to be used just as if a GEOPAK profile cell were selected.

Deliverables Acceptance Criteria:

The follow Acceptance Criteria will be administered by DTMB throughout this project:

- All deliverables (written deliverables, service deliverables, and physical deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of testing led by the

State. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

- The State’s obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.
- Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable.
- The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.
- Acceptance criteria specific to each GEOPAK component to be modified are described below.

For each application, Bentley will deliver the following:

- Compiled application
 - Source code files. Source code will be documented inside the code.
 - Any applicable libraries and/or supporting data files.
- Note: MDOT will be responsible for any end user documentation. Each compiled application will be delivered to MDOT for review and testing of all new or modified functionality. Upon successful testing by MDOT, Bentley will provide a single delivery of the source code.

Acceptance Criteria	Meets Criterion (MDOT initials)
MDOT_SuperEl.mvba	

<ul style="list-style-type: none"> • Macro installs and runs with no system errors 	
<ul style="list-style-type: none"> • Necessary functionality of the original VBA is retained 	
<ul style="list-style-type: none"> • New format CSV files are read and processed correctly 	
D&C Manager Bulk Edit Tool	
<ul style="list-style-type: none"> • Tool installs and runs with no system errors 	
<ul style="list-style-type: none"> • Tool can read the Excel spreadsheet (.xlsx), and extract and import the necessary data 	
<ul style="list-style-type: none"> • Tool can write to the MS Access database file export of D&C Manager ddb file 	
<ul style="list-style-type: none"> • Tool creates appropriate categories and items in the proper tables in the Access database 	

Acceptance Criteria	Meets Criterion (MDOT initials)
<ul style="list-style-type: none"> • The new categories and items in the Access database import back into D&C Manager correctly 	
SmartObjects.mvba	
<ul style="list-style-type: none"> • Macro installs and runs with no system errors 	
<ul style="list-style-type: none"> • Necessary functionality of the original VBA is retained 	
<ul style="list-style-type: none"> • MDOT alpha based feature codes are correctly recognized and filtered 	
<ul style="list-style-type: none"> • Pipe diameters are correctly interpreted from the first two characters of the Description field 	
<ul style="list-style-type: none"> • Pipe is correctly drawn in 3D from the survey data provided 	
DGN File Update Tool	
<ul style="list-style-type: none"> • Addin installs and runs with no system errors 	
<ul style="list-style-type: none"> • Tool correctly recognizes whether or not the MicroStation session is integrated with ProjectWise and presents the appropriate folder selection tool 	
<ul style="list-style-type: none"> • Custom linestyle resource file (RSC) is imported correctly to each design file (DGN) found 	

<ul style="list-style-type: none"> Levels are updated from the level library attached in each design file found 	
<ul style="list-style-type: none"> Design files are checked back into ProjectWise if the tool checked them out for processing 	
Corridor Model Component Quantities Style Sheet	
<ul style="list-style-type: none"> Style sheet runs with no system errors 	
<ul style="list-style-type: none"> Component quantities are displayed in individual columns 	
<ul style="list-style-type: none"> Component quantities are sorted by station 	
Title Block Manager Tool	
<ul style="list-style-type: none"> Addin installs and runs with no system errors 	
<ul style="list-style-type: none"> Necessary functionality of the original VBA tool is retained 	
<ul style="list-style-type: none"> The Title Block spreadsheet (.xlsx) is read without any errors 	
<ul style="list-style-type: none"> Large file sets process faster than the old tool 	
<ul style="list-style-type: none"> Added button opens the spreadsheet in Microsoft Excel 	
<ul style="list-style-type: none"> New spreadsheet files created in ProjectWise have the application property set to Microsoft Excel 	
<ul style="list-style-type: none"> Properly scans multiple sheet borders in one model 	
<ul style="list-style-type: none"> The "Update DGNs from XLSX" dialog is titled "Title Block" 	

Acceptance Criteria	Meets Criterion (MDOT initials)
<ul style="list-style-type: none"> • “Drawing: Number” column in the spreadsheet displays 3 digits with leading zeros 	
<ul style="list-style-type: none"> • “Drawing: SheetType” and “Title: Sheet Type” columns in the spreadsheet allow for manual entry of values 	
<ul style="list-style-type: none"> • New spreadsheet names are prefixed with an underscore (_) 	
<ul style="list-style-type: none"> • Title Block information is exported correctly to the spreadsheet 	
<ul style="list-style-type: none"> • Title Block information is imported from the spreadsheet and displayed correctly in the sheets 	
<p>Level Management VBA Tool</p>	
<ul style="list-style-type: none"> • Macro installs and runs with no system errors 	
<ul style="list-style-type: none"> • Levels are recognized from referenced models 	
<ul style="list-style-type: none"> • Necessary functionality of the original VBA is retained and applied to referenced levels just as those from the active model 	
<p>Hi/Lo Pt Profile VBA Tool</p>	
<ul style="list-style-type: none"> • Macro installs and runs with no system errors 	
<ul style="list-style-type: none"> • Necessary functionality of the original VBA is retained 	
<ul style="list-style-type: none"> • Tool labels high points for equal-grade curves 	
<ul style="list-style-type: none"> • Tool allows for specific configuration for the circle displayed at this point, and is always filled 	
<p>Drainage Profile VBA Tool</p>	
<ul style="list-style-type: none"> • Macro installs and runs with no system errors 	
<ul style="list-style-type: none"> • Necessary functionality of the original VBA is retained 	
<ul style="list-style-type: none"> • Tool recognizes alignments with station equations 	
<ul style="list-style-type: none"> • Tool recognizes Gap/Nogap setting in GEOPAK Profile Cell when selected 	
<ul style="list-style-type: none"> • Drainage information is drawn at the correct station regardless of Gap/Nogap setting, and regardless of profile origin option (GEOPAK Profile Cell or Selection Stationing) 	

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each monthly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past month, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Next Steps:** Indicate what will be completed during the next reporting period.

PAYMENT SCHEDULE:

This work effort will be firm-fixed deliverable-based and payment will be made in total upon completion all deliverables, as detailed in the table below. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining MDOT and DTMB project manager approvals. All invoices should reflect actual deliverables completed, and must be approved by the DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction, a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Deliverable Payment Table in order of MDOT Priority:

Task	Fixed Price
Smart Objects VBA	\$4,830.00
D&C Manager Bulk Edit Tool	\$16,330.00
Superelevation VBA	\$6,440.00
DGN File Update Tool	\$11,500.00
Corridor Model Component Quantities Report	\$4,830.00
Title Block Manager	\$24,610.00
Level Management VBA	\$4,830.00
Hi/Lo Point Profile VBA	\$1,610.00
Drainage Profile VBA	\$3,220.00
Project Management	\$9,200.00
Source Code – 2015 HECRAS Report and CellSelector tools	\$2,000
Source Code – D&C Manager Bulk Edit tool	\$1,200
Source Code – DGN File Update tool	\$1,000
Source Code – Title Block Manager tool	\$1,800
Total Fixed Fee Price	\$93,400.00

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Dan Belcher
MDOT/Bureau of Highways and Executive Bureau
Van Wagoner Building/2nd Floor
425 W Ottawa St
Lansing Michigan 48909
517-322-3331
belcherd@michigan.gov

The designated DTMB Project Manager(s) is:

Toby Pittman
Agency Services/MDOT
Van Wagoner Building/3rd Floor
425 W Ottawa St
Lansing Michigan 48909
517-335-2401
pittmant@michigan.gov

LOCATION WHERE THE WORK IS TO BE PERFORMED:

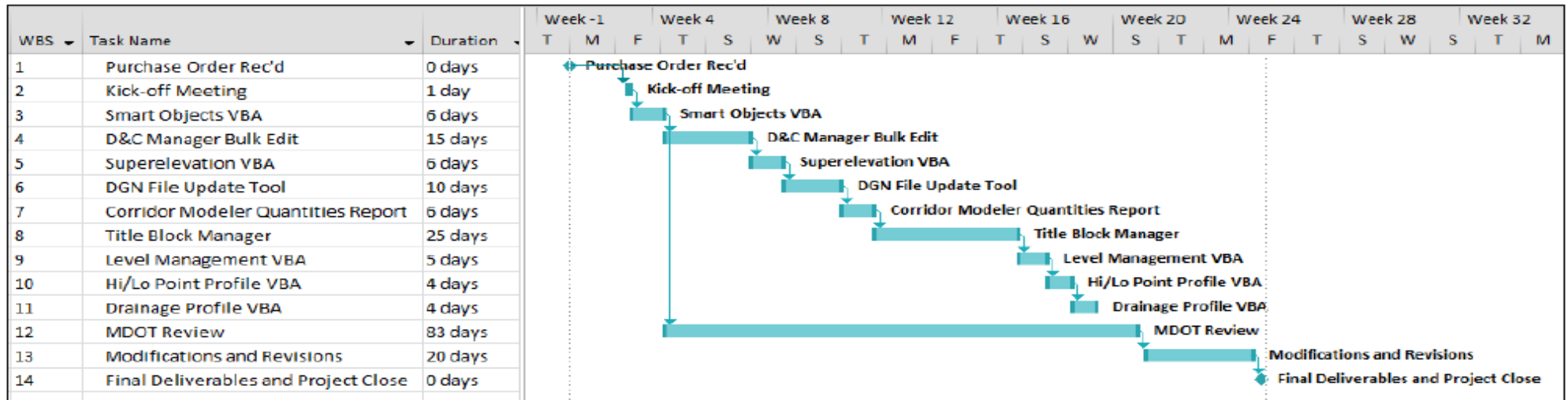
Per the contract, vendor resources work offsite, at their facilities.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Not applicable.

PROJECT SCHEDULE:

**Michigan DOT, CR 01
 MicroStation / GEOPAK VBA Enhancements
 Draft Schedule
 July 8, 2016**



Note: Schedule is subject to change based on resource availability at the time a purchase order is received.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 2
 to
 CONTRACT NO. 071B2200290
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Bentley Systems Incorporated 685 Stockton Drive Exton PA, 19341	Brian Curran	brian.curran@bentley.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	610-458-5000	*****6623

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Toby Pittman	517-335-2336	PittmanT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrold Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Bently Enterprise Licensing & Select Agreement Software, Software Update, Technical Support & Limited Support Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	September 30, 2016	5 - 1 Year	September 30, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,343,915.00		\$ 0.00	\$4,343,915.00	
DESCRIPTION: Effective February 12, 2016, the Contract Administrator has been changed to Jarrold Barron and the Program Manager has been changed to Toby Pittman. All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO.1
 To
CONTRACT NO. 071B2200290
 Between
THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Bentley Systems, Incorporated 685 Stockton Drive Exton, PA 19341	Brian Curran <i>For legal notices see section I-BB</i>	Brian.Curran@Bentley.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(610) 458-5000	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Stephanie Doherty	(517) 335-2336	DohertyS@michigan.gov
BUYER:	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Bentley Enterprise Licensing and Select Agreement Software, Software Update, Technical Support and Limited Support Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Fifty-Four (54) Months	April 1, 2012	September 30, 2016	Five, One Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	EXPIRATION DATE REMAINS: September 30, 2016
Effective immediately, Section 4.1 set forth on Exhibit B to the ELS Amendment of this Contract is hereby modified as attached in this Change Notice.	
VALUE/COST OF CHANGE NOTICE:	\$0.00
ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	\$4,343,915.00

This Change Notice confirms the agreement of Bentley Systems, Incorporated (“Bentley”) and Michigan Department of Transportation (“Subscriber”) to revise the Enterprise License Subscription Program Terms and Conditions (the “ELS Amendment”) and the Bentley SELECT Program Agreement, (the “Agreement”), effective April 1, 2012, between Bentley and Subscriber.

4. Professional Services. Section 4.1 set forth on Exhibit B to the ELS Amendment is hereby modified as follows:

- 4.1. For each Year of the Initial Term, the ELS Fee shall include an allocation of \$24,000.00 USD to be applied towards Professional Services performed either on Subscriber’s premises or remotely (“Professional Services”) at a rate of \$240.00 per/hour (inclusive of travel and expenses) (the “Professional Services Allocation”). The Professional Services must be scheduled in minimum increments of three (3) days, with the exception of project kick-off meetings, or within Bentley’s discretion. The Professional Services Allocation may be applied toward Subscriber’s expenses to attend any Bentley User Group meeting. Any portion of the Professional Services Allocation not used within each Year of the Initial Term shall be forfeited by Subscriber and may not be carried forward into any subsequent Year of the Initial Term or any Renewal Term.

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

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

August 30, 2012

CONTRACT NO. 071B2200290
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Bentley Systems, Incorporated 685 Stockton Drive Exton, PA 19341	Brian Curran <i>For legal notices see section I-BB</i>	Brian.Curran@Bentley.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(610) 458-5000	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Stephanie Doherty	(517) 335-2336	DohertyS@michigan.gov
BUYER:	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Bentley Enterprise Licensing and Select Agreement Software, Software Update, Technical Support and Limited Support Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Fifty-Four (54) Months	April 1, 2012	September 30, 2016	Five, One Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher <input type="checkbox"/> (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are attached.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$4,343,915.00

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

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	TELEPHONE	CONTRACTOR #, MAIL CODE
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STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Stephanie Doherty	(517) 335-2336	DohertyS@michigan.gov
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PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher <input type="checkbox"/> (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are attached.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$4,343,915.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #07112200015. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

All terms and conditions of the solicitation are made a part hereof.

FOR THE CONTRACTOR:

Bentley Systems, Incorporated

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB Procurement

Enter Name of Agency

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	Bentley Systems, Incorporated (“Bentley” or “Contractor”)
DTMB	Michigan Department of Technology 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 DTMB, Procurement 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.
Work	Shall be defined as set forth in Exhibit C to the SELECT Program Agreement, Section 1.01.
Product	“Product(s)” or “Bentley Product” shall 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.



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 in this Contract cover the period **April 1, 2012 through September 30, 2016**. 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 Technology, Management and Budget (DTMB), Procurement, hereafter known as DTMB Procurement, for the State of Michigan, Department of Transportation. Where actions are a combination of those of DTMB Procurement and the Michigan Department of Transportation, the authority will be known as the State.

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

Steve Motz, Buyer
DTMB, Procurement
530 W Allegan
2nd Floor, Mason Building
Lansing, MI 48909
motzs@michigan.gov
(517) 241-3215

I-D CONTRACT ADMINISTRATOR

Upon receipt at DTMB Procurement of the properly executed Contract Agreement, it is anticipated 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 DTMB Procurement. The Contract Administrator for this project is:

Stephanie Doherty
DTMB, CADD Administrator
DohertyS@michigan.gov
517-335-2336

I-E COST LIABILITY



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 LIMITATION OF LIABILITY/INDEMNIFICATION

(a) General Indemnification

To the extent permitted by law, the Contractor, while providing services on State premises, 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 gross negligence or willful misconduct 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 or claims related to or resulting from the State's use or operation of Bentley Products.



(b) 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.

(c) 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.

(d) 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. This section sets forth the State's sole remedy for Patent/Copyright Infringement.

(e) 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.

(f) Indemnification Procedures

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

- a. 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.
- b. 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 Contractor's attorney represents the State pursuant to this Section, the Contractor'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.

(g) 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, except for those Products licensed as Home-Use, Evaluation and No Charge Licenses which are provided "AS-IS" and without warranty of any kind, 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 or at the State's direction 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, SELECT Support Services, and other materials and services licensed, delivered, or otherwise furnished by Contractor under this Contract. The Contractor does not warrant that the Products, or any other service or materials will meet the State's requirements or operate uninterrupted or error free or be free from viruses. Contractor hereby disclaims all other warranties, express or implied, including without limitation the warranties of



merchantability, implied warranties of merchantability, satisfactory quality 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, air traffic control, direct life support machines, weapons systems, 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, display and perform based upon the Work Product irrespective of the existence therein of preexisting work, materials and Development



Tools, except as specifically limited herein. In the event the State requires rights beyond those granted herein, the State shall notify Contractor in writing and upon Contractor’s approval, any additional rights shall be provided to the State in writing.

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.

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 reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information. 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 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 DTMB CHIEF PROCUREMENT OFFICER, 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), with the exception of that issued for any Worker's Compensation insurance, 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 DTMB Chief Procurement Officer. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Chief Procurement Officer, Procurement, Department of Technology, 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; provided, however, that in the event the State cancels their SELECT Program Agreement pursuant to this paragraph, the Contract will be considered cancelled in whole, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this Contract for cause, and the State has not cancelled its SELECT Program Agreement, 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; provided, however, that in the event the State cancels their SELECT Program Agreement pursuant to this paragraph, the Contract will be considered cancelled in whole. If the State chooses to cancel this Contract in part, and the State has not cancelled its SELECT Program Agreement, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled. If the State chooses to cancel this Contract for convenience, in whole,



such cancellation shall become effective upon the expiration of the then-current term and there shall be no need to equitably adjust the charges payable under this Contract.

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 then current Contract term for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. To clarify, if the State chooses to cancel this Contract for reasons of non-appropriation, such cancellation shall become effective upon the expiration of the then-current term. 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. The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.
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; provided, however, that in the event the State cancels their SELECT Program Agreement pursuant to this paragraph, the Contract will be considered cancelled in whole.

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), except to a successor in business, 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 DTMB Chief Procurement Officer.

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 DTMB Chief Procurement Officer 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 DTMB Chief Procurement Officer 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 ten (10) 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. 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: *Steve Motz, Buyer
DTMB - Procurement
530 W. Allegan St.
Lansing, MI 48909*

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 and any Exhibits, including the Enterprise License Subscription Amendment, 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 and any Exhibits, including the Enterprise License Subscription Amendment, 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.

In the event of any conflict, the order of precedence shall be as follows:

Section I - State of Michigan Contractual Services Terms and Conditions;

Section II - State of Michigan Statement of Work and Contractor Response;

Section III - Enterprise License Subscription Program Terms and Conditions through Amendment to Bentley Systems, Incorporated SELECT Program Agreement (the "ELS Amendment");

Section IV - Bentley's SELECT Program Agreement (the "SELECT Agreement").

I-DD NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract 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 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

In the event the software fails to conform to the specifications set forth in this Section I-KK, the State's sole remedy shall be that the Contractor will ensure that any non-conforming software complies with the representation and warranty herein.

I-LL CONTRACT DISTRIBUTION

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

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

See Section II, State of Michigan Statement of Work and Contractor Response.

I-OO ELECTRONIC FUNDS TRANSFER



Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

I-PPDISCLOSURE OF LITIGATION

Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party. In the event disclosure is required, Contractor shall make such disclosure in accordance with U.S. GAAP principals by submitting the footnote located in Contractor's audited financial statement.

The Contractor is subject to a variety of claims and suits that arise from time to time in the ordinary course of its business, including actions with respect to contracts, IP and employment matters. While it is not possible to predict the ultimate outcome of such matters, the Contractor expects to vigorously defend all such matters and believes that none of them currently are material. Contractor will provide the footnote disclosure required in the instructions to this response if Contractor becomes a party to any material civil litigation, arbitration or proceeding during the applicable period.

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 DTMB Chief Procurement Officer, 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 DTMB Chief Procurement Officer, 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 I-QQ 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.



SECTION II STATE OF MICHIGAN STATEMENT OF WORK

1.000 *Project Identification*

1.001 PROJECT REQUEST

The purpose of this Contract is to procure Bentley Systems Software licensing, Software maintenance, Technical Support, and limited support services on behalf of the Michigan Department of Technology, Management, & Budget. It is requested that this result in a 5 year contract, with 5 option years.

1.002 BACKGROUND

The Department of Technology, Management, & Budget (DTMB) is charged with the mission of achieving a unified and cost-effective approach for managing information technology among all Executive Branch agencies. The Bentley Enterprise License Subscription (“ELS”) and SELECT Program (“SELECT”) is a MDOT platform standard for CADD, Job Documentation, and Design tools. The purpose of this Contract is to provide a cost-competitive contractual solution for Bentley software support of current & future systems.

Bentley’s Enterprise License Subscription and SELECT Program are some of the MDOT’s critical and core standard software suites supporting thousands of users. These systems span the full spectrum of State business functions, from internal to Local Agencies, Citizen self-support, and over all levels of business criticality. Major Bentley applications currently used by MDOT are:

- ProjectWise InterPlot
- MicroStation
- ProjectWise
- GEOPAK
- LEAP Bridge
- ProjectWise Publishing Server
- Bentley SUPERLOAD
- gINT Professional Plus
- STAADPro
- CloudWorx
- RM Bridge
- Descartes

1.100 *Scope of Work and Deliverables*

1.101 IN SCOPE

The Contract shall provide the following:

- (A) Bentley Products as specified in Article 1, Section 1.002, along with all current and future ELS software products, as specified in the ELS Amendment.
- (B) Ten (10) entry passes to Bentley’s annual user conference to be used by MDOT designated individuals, in accordance with the terms set forth in Exhibit B of the ELS Amendment.
- (C) An enterprise training subscription to Bentley LEARN, in accordance with the terms set forth in the ELS Amendment,
- (D) SUPERLOAD SELECT Maintenance and Support, in accordance with the terms set forth in the SELECT Agreement.
- (E) Optional - Professional Services.



A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

The following services are out of scope for this Contract.

- Procurement of Ancillary equipment.

If these services are added at a later date they will be handled through the Change Management process described in Section 1.403.

1.103 ENVIRONMENT

Contractor is required to review all applicable links provided below and state compliance in their response. The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

The State's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

IT eMichigan Web Development Standard Tools:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

**The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed:

<http://michigan.gov/suite>

1.104 WORK AND DELIVERABLE**(A) Enterprise License Subscription for Bentley Products**

During the terms of the Contract, Contractor will provide the Bentley Systems Enterprise License Subscription and SELECT Program in accordance with the terms set forth in the ELS Amendment and the SELECT Agreement, found in Sections III and IV of this Contract, respectively. Terms specific to the Enterprise License Subscription can be found in Exhibit B of the ELS Amendment.

(B) Superload SELECT Maintenance and Support

Bentley will provide SELECT Maintenance and Support for SUPERLOAD and MiTRIP. Break/fix corrections and bug fixes will be covered under the Contract. Some enhancements requested by the State of Michigan may result in additional costs.

(C) Professional Services - Optional

The State intends to establish a fund for optional professional services (see section 1.601). DTMB reserves the right to procure professional services beyond the scope of the ELS for licensed products. The State shall define all requests for services through individual Statements of Work. The Contractor shall respond with a proposal, to all Statements of work within ten business days.

Optional Professional services beyond the scope of the ELS for licensed products, including:

- Software installation
- Software integration
- Software implementation, including data conversion, data migration, testing, and onsite technical support
- Software configuration
- On and offsite Application Support Services and Knowledge transfer
- On and offsite Application training

In the event Professional Services are requested by the State, Bentley will respond with a proposal as appropriate.

1.200 Roles and Responsibilities**1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES****Single Point of Contact**

The Contractor has identified a Single Point of Contact (SPOC) as indicated on the cover page of this Contract.

The duties of the SPOC shall include, but not be limited to supporting the management of the Contract. The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.



Upon request, the Contractor will provide an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State Project Manager/Contract Administrator will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Milestone acceptance sign-off
- Resolution of project issues
- Utilize change control procedures
- Conducting regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Documentation and archiving of all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings

The State will provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract. This individual is identified in Section I-D.

1.300 Project Plan NA - Reserved

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description



Issues shall be escalated for resolution from level 1 through level 3, as defined below:

- Level 1 – Business leads
- Level 2 – Project Managers
- Level 3 – Executive Subject Matter Experts (SME's)

Bentley will maintain an issues log and follow the protocol of the State of Michigan.

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the Contract. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the Contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Procurement Buyer, who will make recommendations to the Director of Procurement regarding ultimate approval/disapproval of change request. If the DMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Procurement risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.



1.500 Acceptance – N/A - Reserved

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

The State will only pay for goods and services ordered on a State Purchase Order. Contractor shall only bill for goods and services that have been delivered.

Deliverable	Year 1 4/1/12 – 9/30/12	Year 2 10/1/12 – 9/30/13	Year 3 10/1/13 – 9/30/14	Year 4 10/1/14 – 9/30/15	Year 5 10/1/15 – 9/30/16	Total 4/1/12 – 9/30/16
(A) Enterprise License Subscription (ELS)	\$338,437.50	\$676,875	\$676,875	\$676,875	\$676,875	\$3,045,937.50
(B) SUPERLOAD Maintenance and Support	\$45,954	\$91,908	\$91,908	\$91,908	\$91,908	\$413,586
<u>Total Cost (Not Including Options)</u>	\$384,391.50	\$768,783	\$768,783	\$768,783	\$768,783	\$3,459,523.50
(C) Professional Services (Optional) Estimated funding available (as needed – no guarantee of future business)	\$176,878.30	\$176,878.30	\$176,878.30	\$176,878.30	\$176,878.30	\$884,391.50
<u>Total Cost (Including Options)</u>	\$484,391.50	\$868,783	\$868,783	\$868,783	\$868,783	\$4,343,915.00

Note:

- Pricing shall remain firm for the duration of the Contract.
- Contractor will provide pricing for optional years beyond the Contract term to the State 365 days prior to expiration of initial Contract term.
- The amount for the professional services option may vary from year to year, and \$100,000 is provided as an estimate by year. The funding set aside for professional services may also be used for additional software purchases.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State’s DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
 1. Background
 2. Project Objective
 3. Scope of Work
 4. Deliverables
 5. Acceptance Criteria



6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Project Contacts
10. Agency Responsibilities and Assumptions
11. Location of Where the Work is to be performed
12. Expected Contractor Work Hours and Conditions

- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing

Contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Invoices must provide and itemize, as applicable:

- State Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor’s list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

Invoice timing shall be as stated in the ELS Amendment (Section IV) and the SELECT Agreement (Exhibit A, Section 6 and Exhibit B, Section 2), attached hereto as Sections III and IV of the Contract, respectively. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

**SECTION III
BENTLEY'S ENTERPRISE LICENSE SUBSCRIPTION PROGRAM**

**MICHIGAN DEPARTMENT OF TRANSPORTATION
ENTERPRISE LICENSE SUBSCRIPTION PROGRAM
TERMS AND CONDITIONS**

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

This amendment (“**Amendment**”) effective as of April 1, 2012 (the “**Amendment Effective Date**”) is made between State of Michigan, for an on the behalf the Michigan Department of Transportation with principal office at 425 W. Ottawa St., Lansing, MI 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 (CLA No. 10399420) made between the parties and effective as of April 1, 2012 (“**Agreement**”) upon the terms and conditions set forth in this Amendment; and

WHEREAS, Subscriber and Bentley wish to amend the 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.
- b) “**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.
- c) “**Employee**” means any employee of Subscriber or a Staff Augmentation Consultant.
- d) “**Enterprise License Subscription**” or “**ELS**” means the license grant described in Section III of this Amendment.
- e) “**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.
- f) “**Enterprise License Subscription Program**” or “**ELS Program**” means the Enterprise License Subscription and all other terms set forth in this Amendment.
- g) “**Ineligible Products**” means Bentley Products that are not Eligible Products.

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- h) **“Initial Term** shall have the meaning set forth in Section VI(a) of this Amendment.
- i) **“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.
- j) **“Renewal Term”** shall have the meaning set forth in Section VI (a) to this Amendment.
- k) **“SELECT Coverage”** means the SELECT Program benefits applicable to Bentley Products, as set forth in the Agreement.
- l) **“SELECT Server”** shall mean the most recently released Upgrade of Bentley’s license management and reporting utility.
- m) **“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.
- n) **“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.
- o) **“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.
- p) **“Term”** or **“Year”** means each period defined by each year of the Initial Term or a Renewal Term.
- q) **“Terminal Server”** means a device on which a Microsoft server operating system is installed.
- r) **“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 License Subscription Program, Subscriber shall be entitled to receive the following benefits: (1) Enterprise License 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 License 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 License Subscription Program, without limitation as to the number of Employees who may access and

MICHIGAN DEPARTMENT OF TRANSPORTATION ENTERPRISE LICENSE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

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. It is Subscriber’s sole responsibility to ensure that all Evaluation Licenses are generated from the 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 forty five (45) 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 License 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) **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

- a) **Use a Prerequisite.** Prior to the Amendment Effective Date, Subscriber Use at Subscriber Sites must be managed by the then current, most recent Upgrade to SELECT Server (whether hosted by Bentley or deployed by Subscriber at one or more locations).
- b) **Best Practices.** Subscriber shall migrate Subscriber Use reporting from all Subscriber deployed SELECT Servers to the most recent Upgrade to SELECT Server within twelve (12) months of commercial release.
- c) **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.
- d) **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

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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.

VI. Term and Termination

- a) **Term.** The initial term of this Enterprise License Subscription Program and this Amendment shall be for fifty-four (54) months (the “**Initial Term**”). This Amendment will terminate at the expiration of the Initial Term. Upon concurrence of the parties, this Amendment may be extended in the manner set forth below. Bentley shall notify the Subscriber in writing, at least sixty (60) calendar days prior to the expiration of the then current term (“**Renewal Offer**”), of any offer to extend this Amendment for an additional five (5) year term. Within thirty (30) days of the receipt of the Renewal Offer, the Subscriber shall notify Bentley in writing of the Subscriber’s intent to accept such offer. 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 five (5) year term prior to the expiration of the then current term (a “**Renewal 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.
- 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 legislative body with the authority to approve Subscriber’s funding and expenditures 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 expiration of the then current term. Thereafter, this Amendment and the Agreement will terminate at the expiration of the then current term without any further obligation of the Subscriber. 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 expiration of the then current term.
- d) **Event of Termination.** In the event of a termination, expiration or non-renewal of this

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ENTERPRISE LICENSE SUBSCRIPTION PROGRAM
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Amendment or the Agreement, Subscriber's Enterprise License Subscription rights shall immediately terminate and Subscriber's license rights with respect to Bentley Products shall revert back to the license rights Subscriber had in the Baseline Products. In the event of termination of the Amendment only, SELECT Coverage for Baseline 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 License 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 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; (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 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 and/or Public Records Statutes applicable to Subscriber. Should Subscriber receive a public disclosure request pursuant to the Freedom of Information and/or Public Records Statutes applicable to Subscriber 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,

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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) **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.

i) **Entire Agreement.** The State of Michigan Contractual Services Terms and Conditions, this Amendment, the Agreement and any other amendments (*if any*) signed by the parties set forth the entire agreement between Bentley and Subscriber and Bentley with respect to the Enterprise License Subscription Program.

Signature page to follow.

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

**ALL SIGNATURES CONTAINED ON
CONTRACT NO 071B2200290
BETWEEN
THE STATE OF MICHIGAN
AND
BENTLEY SYSTEMS, INCORPORATED**

**MICHIGAN DEPARTMENT OF TRANSPORTATION
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Exhibit A

Baseline Products:

Product	Quantity
Bentley InterPlot Driver Pack	2
Bentley InterPlot Server	4
Bentley I/RAS B	65
Microstation	236
Bentley Publisher (Site)	1
gINT Professional	16
ARPS – Route Map Publisher	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

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Exhibit B

1. ELS Fee for each Year of the Initial Term shall be as follows:
 - 1.1. Year 1 (April 1, 2012 – September 30, 2012): \$338,437.50
 - 1.2. Year 2 (October 1, 2012 – September 30, 2013): \$676,875.00
 - 1.3. Year 3 (October 1, 2013 – September 30, 2014): \$676,875.00
 - 1.4. Year 4 (October 1, 2014 – September 30, 2015): \$676,875.00
 - 1.5. Year 5 (October 1, 2015 – September 30, 2016): \$676,875.00
2. For any Renewal Term, the ELS Fee shall be determined upon mutual agreement of the parties prior to the expiration of the Initial Term or any Renewal Term.
3. Annual SELECT Program Fees for Ineligible Products¹:
 - 3.1. For SUPERLOAD Maintenance and Support (the “SUPERLOAD Fee”):
 - (a) Each year of the Initial Term²:
 - (i) Year 1: \$45,954.00
 - (ii) Year 2: \$91,908.00
 - (iii) Year 3: \$91,908.00
 - (iv) Year 4: \$91,908.00
 - (v) Year 5: \$91,908.00
 - (b) For any Renewal Term, the SELECT Program Fees shall be determined upon mutual agreement of the parties prior to the expiration of the Initial Term in accordance with Section VI(a) of this Amendment.
 - 3.2. For all other Ineligible Products:
 - (a) As of the Effective Date of this Amendment, Subscriber has not licensed any other Ineligible Products.

Note (1): SELECT Program Fees for Ineligible Products are subject to change. Any such fee changes shall be effective upon the effective date of any term.

Note (2): The SUPERLOAD Fee relating to SUPERLOAD Core, Permit Admin, Routing, Bridge Analysis and Restriction Management for a permit issuance volume of less than two hundred thousand (200,000) per year (the “Permit Volume”), will remain fixed for each year of the Initial Term as stated above. Should Subscriber exceed the Permit Volume during any Year, the SUPERLOAD Fee for the next Year shall increase to \$112,770.00. Provided, however, in the event Subscriber’s Permit Volume drops back to a level below 200,000 during any Year, the SUPERLOAD Fee shall revert to \$91,908.00 for the next Year.

Exhibit B

**MICHIGAN DEPARTMENT OF TRANSPORTATION
ENTERPRISE LICENSE SUBSCRIPTION PROGRAM
TERMS AND CONDITIONS**

(con't)

4. Professional Services:

4.1. For each Year of the Initial Term, the ELS Fee shall include an allocation of \$24,000.00 USD to be applied towards Professional Services performed on Subscriber's premises ("On-Site Professional Services") at a rate of \$240.00 per/hour (inclusive of travel and expenses) (the "Professional Services Allocation"). The On-Site Professional Services must be scheduled in minimum increments of three (3) days. The Professional Services Allocation may be applied toward Subscriber's expenses to attend any Bentley User Group meeting. Any portion of the Professional Services Allocation not used within each Year of the Initial Term shall be forfeited by Subscriber and may not be carried forward into any subsequent Year of the Initial Term or any Renewal Term.

4.2. During each Year of the Initial Term, Bentley shall make itself available to provide Subscriber with Professional Services in accordance with our standard terms, conditions and rates, with a yearly estimated value of \$100,000.00 USD.

5. For each year of the Initial Term, Subscriber shall be entitled to ten (10) entry passes to Bentley's annual user conference at no-charge.

**SECTION IV
BENTLEY'S SELECT PROGRAM AGREEMENT**



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

Bentley SELECT®

Bentley SELECT Agreement CLA Number 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 of the Michigan Department of Transportation, with principal offices at 425 W. Ottawa St., Lansing, MI 48909 (“**Subscriber**”). All references herein to “**Bentley**” include Bentley Systems, Incorporated and its direct and indirect subsidiaries.

Subscriber desires to enter into this Agreement to subscribe to the Bentley SELECT® Program (“**SELECT Program**”) to acquire licensing privileges and services offered from time to time under the SELECT Program, all as more fully described in the lettered exhibits attached hereto.

Subscriber, upon signing this Agreement, is bound by the terms of this Agreement and Exhibits A, B, D and T hereto and as such time as Subscriber engages Professional Services, Exhibit C. 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 UNDERSTAND THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAVE 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.

**ALL SIGNATURES CONTAINED ON
CONTRACT NO 071B2200290
BETWEEN
THE STATE OF MICHIGAN
AND
BENTLEY SYSTEMS, INCORPORATED**

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

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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 1 sets forth a complete list of all Bentley Products licensed by Subscriber as of the Effective Date. 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 Subscriber directly 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 the following:

(a) DISCLAIMER OF WARRANTIES AND LIABILITY

Subscriber shall use SELECT Online and any Materials contained in it 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 the Web Properties is at Subscriber's own risk. Subscriber is solely responsible for any loss of data or damage to Subscriber's computer system resulting from use of SELECT Online. In states where exclusion of damages is specifically prohibited, you agree that Bentley liability, if any, is limited to, and will not exceed, fifty dollars (\$50).

(i) **DISCLAIMER OF WARRANTY:** UNLESS EXPLICITLY STATED OTHERWISE, SELECT ONLINE MATERIALS ARE PROVIDED "AS IS." BENTLEY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. BENTLEY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE SELECT ONLINE MATERIALS. ANY QUESTIONS REGARDING THE MATERIALS SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH MATERIALS. BENTLEY MAKES NO WARRANTY OR REPRESENTATION THAT THE SELECT ONLINE, MATERIALS

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OR SERVICES OFFERED ON THE WEB PROPERTIES WILL MEET ANY OF YOUR REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, SECURE, OR ERROR FREE.

(ii) **LIMITATION OF LIABILITY:** BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED 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 AGREES NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM SUBSCRIBER'S USE OF THE WEB PROPERTIES OR THE MATERIALS OR THE SERVICES PROVIDED THROUGH SELECT ONLINE.

(b) LINKS TO THIRD-PARTY WEB SITES

THE LINKS IN THIS AREA WILL LET A USER LEAVE SELECT ONLINE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF BENTLEY AND BENTLEY IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. BENTLEY IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. BENTLEY IS PROVIDING THESE LINKS TO SUBSCRIBER ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY BENTLEY OF THE LINKED SITE.

(i) **Third-party content disclaimer:** "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. 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.

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

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one interval does not exceed the number of copies of such Product for which Subscriber has licenses at such Site. Any Subscriber using pooled licensing hereby agrees to install and implement Bentley's SELECTserver or such other Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees and acknowledges that Bentley's SELECTserver will from time to time transmit to Bentley the usage log files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley or otherwise to transmit to Bentley true and accurate copies of such usage log files. For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 5.02(a) of Exhibit A shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products may be licensed on a perpetual basis. The pooled licensing benefits set forth in this Section 5.02(a) of Exhibit A are not applicable to Server Products, Client Software and associated CALs.

(b) **No-Charge Licenses.**

(1) If a Product is designated as eligible on SELECT Online, Subscriber is hereby entitled on a non-exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party's agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.

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

(c) **Home Use Licenses.** Unless Subscriber notifies Bentley in writing that Subscriber's employees shall not be entitled to obtain home use editions of a Product, Bentley will distribute upon an employee's request made through Subscriber's site administrator, and permit Subscriber's employees to use, without charge, home use editions of certain Products (for which such editions are available, as designated on SELECT Online) in accordance with the terms set forth in the license agreement provided with such home use edition of a Product, as amended and supplemented by this Agreement. Restrictions on home use licenses include the following: home use licenses are not permitted to be used for Production Use or any commercial use, including training; home use licenses are not for use in Subscriber's offices; home use licenses may not be stored on any electronic media; home use licenses must be permitted in Subscriber's jurisdiction. The total number of home use editions available to Subscriber's employees may not exceed the number

of Subscriber's Product licenses to which the home use editions relate. Home use editions of Products are ineligible for Technical Support even if Subscriber has purchased SELECT Program services. Subscriber shall not be responsible for ensuring compliance by its employees with the Bentley home use license, nor shall Subscriber be liable for any breaches of such license by its employees. Such home use licenses granted hereunder will expire upon termination of this Agreement.

(d) **Evaluation of Products.** If a Product is designated as eligible on SELECT Online, Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 5.02(d) of Exhibit A, a limited non-transferable non-exclusive right to create, using SELECT Online (following the registration requirements set forth on SELECT Online), one (1) copy per Site of each Product contained on SELECT Online solely for Evaluation Use of such Product, provided that Subscriber shall have no right to create evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. Upon the earlier of the conclusion of such (30) day evaluation period or the termination of this Agreement, Subscriber shall destroy all copies of Products created for evaluation hereunder and, upon request by Bentley, certify such destruction in writing.

(e) **Subscription Licensing.**

(1) Subscriber may, upon Bentley's approval, license certain Products, or acquire CALs, for a specified term (a "**Subscription License**"). A Subscription License may entitle Subscriber to license rights in a single Product (a "**Product Subscription**") or a specified portfolio of Products (a "**Portfolio Subscription**") for Production Use, in Object Code form and within the Country. Each Portfolio Subscription is licensed for use on a single computer at one time, and its component parts or individual Product elements, if any, may not be separated for use on more than one computer. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

(2) The license term for a Product Subscription or Portfolio Subscription shall commence upon Subscriber's receipt of the License Key and, unless earlier terminated, shall continue for the remaining current term of the Agreement or such shorter term (not less than one (1) month) as Subscriber may elect at the time the purchase order is delivered and reflected in the License Key (the "**License Term**"). The License Term (and each successive term) shall automatically renew at its expiration for a successive term equal to the then remaining term of the Agreement, or such shorter term (not less than one month) as a Subscriber may elect at the time of such renewal, unless either party gives notice of its election not to renew the License Term at least thirty (30) days prior to the expiration of the then current term. The License Term for a particular Product Subscription or Portfolio Subscription shall terminate upon termination of the Agreement or in the event of non-renewal at the end of the then current License Term as provided in the preceding sentence.

(3) The fees in effect as of the date a Subscription License for a CAL, Product Subscription or Portfolio Subscription is initiated or renewed hereunder shall remain in effect for

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such CAL, Product or Portfolio Subscription until the expiration or renewal date of the License Term for such CAL, Product or Portfolio Subscription. On the renewal date, the prices in effect on such date shall be applicable.

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

management technology that Bentley may offer). The terms of Subscriber's use of the SELECTserver Product shall be as set forth in the license agreement provided with the SELECTserver Product, as such terms are amended or supplemented in this 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 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 are purchased and CALs are acquired, provide Subscriber with a pro-rated annual invoice for the Current Year reflecting coverage of the Product or CAL.
- 6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on and in United States Dollars.

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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”** means 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. **“CAL”** shall be defined as set forth in Exhibit A, Section 5.02(f) herein.
- 1.05. **“Client Software”** means software that allows a Device to access or utilize (or where applicable, be managed by) Server Products (and, also where applicable, to utilize certain aspects of the Products when disconnected from the Server).
- 1.06. **“Country”** means the country: (i) where the Product is first obtained from Bentley; or (ii) specified in the purchase order for which a Production Use copy of the Product may be made or the Product is authorized to be used.
- 1.07. **“Current Year”** means the 365 day period commencing on the Effective Date, and thereafter the 365 day period, or 366 day period during any leap year, commencing on each Anniversary Date.
- 1.08. **“Definition of Use”** shall have the meaning set forth in each License Key.
- 1.09. **“Device”** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server, or other electronic device.
- 1.10. **“Distribute”** means distribution by Bentley through all means now known or hereinafter developed.
- 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.
- 1.12. **“Effective Date”** means April 1, 2012.
- 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.
- 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.
- 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.
- 1.17. **“License Term”** shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.
- 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.
- 1.19. **“Online Agreement”** shall be defined as set forth in Exhibit A, Section 4 herein.
- 1.20. **“Order”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.21. **“Pre-Existing Works”** shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.22. **“Platform Exchange”** shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.23. **“Portfolio Subscription”** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.24. **“Product Subscription”** shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.25. **“Production Use”** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber’s internal production purposes, and excludes External Users (except with respect to use of CALs and access of Server Products pursuant to Exhibit A, Section 5.02(f) herein) and Service Bureau Use.
- 1.26. **“Proprietary Information”** shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.27. **“SELECT Online”** shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.28. **“SELECT Program Fee”** means the fee for SELECT Program services as set forth from time to time in Bentley’s sole discretion.
- 1.29. **“SELECTserver”** means Bentley’s server-based licensing technology.
- 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.
- 1.31. **“Server”** means one of Subscriber’s computers that can run a Server Product.
- 1.32. **“Server Product”** means a Product that provides services or functionality to Subscriber’s Server(s).
- 1.33. **“Service Bureau Use”** includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.
- 1.34. **“Site”** means all of the discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.

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- 1.35. **“Subscriber”** shall be defined as set forth on the front page of this Agreement, and with respect to Use of Products the term **“Subscriber”** shall refer to: (i) one of Subscriber’s full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use on assignment at Subscriber’s place of business or work-site.
- 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 forty five (45) 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

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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, et seq. Subscriber agrees to treat all Proprietary Information in accordance with this Paragraph. Subscriber further agrees not to disclose or reclassify any Proprietary 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 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, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTION DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

4.03. **Exclusive Remedy.** The entire liability of Bentley and the sole and exclusive remedy of Subscriber shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Document Set through a procedure different from that set forth in the Document Set, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Document Sets shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Document Sets, or (b) Bentley advised Subscriber how to operate the Products so as to achieve the functionality described in the Document Sets.

4.04. **Exclusion of Damages.** IN NO EVENT SHALL BENTLEY AND ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, INTERRUPTION OF BUSINESS, LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE

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SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

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

4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 4.01, 4.02, 4.03, 4.04 AND 4.05 OF THIS EXHIBIT B, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SELECT SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

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

Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product. This Section 4.07 sets forth Subscriber's sole remedy for intellectual property infringement.

5. Export Controls.

The Products have been manufactured or developed in the United States of America and accordingly may be subject to U.S. export control laws, regulations and requirements. Regardless of any disclosure made by Subscriber to Bentley of an ultimate destination of the Products, Subscriber must not export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone outside the United States (including further export if Subscriber took delivery of the Products outside the United States) without first complying strictly and fully with all export controls that may be imposed on the Products by the United States Government or any country or organization of nations within whose jurisdiction Subscriber uses the Products. The countries subject to restriction by action of the United States Government are subject to change, and it is Subscriber's responsibility to comply with the United States Government requirements as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section.

6. U.S. Government Restricted Rights.

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

7. Term; Termination

7.01. **Term.** The term of this Agreement shall be for a term of fifty-four (54) months commencing on April 1, 2012 and terminating on September 30, 2016 (the "Initial Term"). Upon the concurrence of the parties, this Agreement may be extended for an additional five (5) year term in the manner described herein. The maximum duration of this Agreement, including all extensions, shall not exceed ten (10) 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 five (5) year term. Within thirty (30) calendar days of receipt of the Renewal Notice, Subscriber shall notify Bentley of Subscriber's intent to extend the Agreement for an additional five (5) 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 five (5) year term or an additional term as mutually agreed

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

7.03. **Insolvency.** If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.

7.04. **Consequences of Termination.** Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products and the Definition of Use shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of SELECT Online.

7.05. **Reinstatement Following Termination.** Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

8. Miscellaneous.

8.01. **Assignment.** Subscriber shall not assign this Agreement or delegate its duties hereunder without prior written consent by Bentley. For purposes of this Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley's prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a SELECT Agreement. This Agreement may be assigned by Bentley to any successor in interest to Bentley's business or to any direct or indirect wholly-owned subsidiary of Bentley Systems, Incorporated. Any purported assignment in violation of this provision shall be void and without effect.

8.02. **Entire Agreement.** This Agreement, together with the Exhibits and signed Amendments, if any, and the State of Michigan Contract No. 071B2200290 incorporate the entire agreement of the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall not be binding or valid and this Agreement 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 Section 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. 071B2200290;
- (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. **Arbitration.** [intentionally deleted]

8.11. **Independent Contractor.** Bentley's relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.

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

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

BENTLEY SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of January 2010

1. Professional Services.

- 1.01. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform shall be set forth in one or more written descriptions labeled "SELECT Professional Services" and signed by Subscriber and Bentley (each an "Order"). Bentley shall have the right to accept or decline any proposed Order. Each Order shall set forth, at a minimum, the work to be done, the number of Bentley's personnel to be assigned to Subscriber's work, the duration of each individual's assignment, and the fees for the work. The services and other provisions described on the Order(s) are referred to collectively as the "Work" while the results of the Work, if any, are referred to as the "Work Product."
- 1.02. **Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley's personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Order.
- 1.03. **Scheduling.** Bentley will 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 due regard to its other commitments and priorities.
- 1.04. **Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley's manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber's site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley's request.
- 1.05. **Place of Work.** Certain projects or tasks may require Bentley's personnel to perform work for Subscriber at Subscriber's premises. In the event that such projects or tasks are required to be performed at Subscriber's premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Subscriber recognizes that there may be a need to train Bentley's personnel in the unique procedures used at Subscriber's location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel's training time.
- 1.06. **Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.
- 1.07. **Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.
- 1.08. **Preexisting Works of Bentley.** Notwithstanding Section 1.07 of Exhibit C hereof, Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Order, including but not limited to Products (the "Pre-Existing Works"). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.
- 1.09. **Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work, including those that Subscriber considers to be proprietary or secret. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing.
- 1.10. **Third-Party Interests.** Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.
- 1.11. **Fees.** Bentley shall be paid the fee as specified in each Order (which Bentley reserves the right to change upon at least sixty (60) days advance notice or at any time for any new Order or modified portion of an existing Order), or, if no fee is specified, at Bentley's customary rates for the level of personnel providing such services.
- 1.12. **Expenses.** 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 may be permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully

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Professional Services

Exhibit C

Dated as of January 2010

obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 1.15. **Term.** This Exhibit C will become effective as of the date of the first executed Order and will continue in effect through the completion of each Order.
- 1.16. **Termination of Orders.** Subscriber or Bentley may terminate any uncompleted Order at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the Order in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.
- 1.17. **Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.

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Training Subscription

Exhibit D

Dated as of October 2009

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

BENTLEY SELECT PROGRAM AGREEMENT

Terminal Server

Exhibit T

Dated as of October 2011

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