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CD-ROM or other storage device) of that computer. If the TEST SOFTWARE is designed to provide services or functionality to servers, the TEST SOFTWARE shall be used on a single server owned, leased or otherwise controlled by you.

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Upon your acceptance of the Agreement by clicking “I accept” or by downloading the TEST SOFTWARE, Bentley does hereby grant EVALUATOR at no charge a non-exclusive, non-transferable right to use the TEST SOFTWARE for evaluation purposes only. This right shall terminate on the date Bentley determines in its sole discretion which Bentley no longer has a need for Evaluator information from the EVALUATOR regarding the TEST SOFTWARE; or Bentley has learned that the terms of this AGREEMENT have been breached by EVALUATOR. You acknowledge and agree that the TEST SOFTWARE and DOCUMENTATION are proprietary to Bentley or its third party contributors protected under United States copyright laws, other applicable copyright laws, and international treaty provisions. You further acknowledge and agree that the entire right, title and interest in and to the TEST SOFTWARE and DOCUMENTATION, including associated intellectual property rights, shall remain with Bentley or its third party contributors. Bentley retains all rights not expressly granted herein. Nothing in this AGREEMENT obligates Bentley to create any updates or enhancements, nor to provide technical support or the maintenance services (without warranty, if applicable) for the TEST SOFTWARE.

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The EVALUATOR shall provide Bentley with reports concerning its opinion and evaluation of the TEST SOFTWARE. EVALUATOR shall consult with representatives of Bentley from time-to-time concerning the performance of the TEST SOFTWARE. EVALUATOR agrees that right, title and interest to any reports, feedback or suggestions relating to the TEST SOFTWARE or any inventions relating to an improvement, modification or enhancement of the TEST SOFTWARE conceived in, or made as a result of, EVALUATOR’s performance of this AGREEMENT shall become the exclusive property of Bentley and that Bentley may disclose and use such information for any purposes whatsoever, entirely without obligation of any kind to EVALUATOR.

## **4. Confidential and Proprietary Information and Data.**

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The release of confidential information to EVALUATOR does not constitute a commercialization of the TEST SOFTWARE, but rather is a release for testing purposes ONLY. EVALUATOR shall not disclose to any third party the terms of this AGREEMENT nor the results of any EVALUATOR evaluation hereunder except with the written consent of Bentley. EVALUATOR shall, upon Bentley’s request, certify in writing as to the return or destruction of all such confidential information.

For purposes of this AGREEMENT, “**CONFIDENTIAL AND PROPRIETARY INFORMATION**” shall include, but not be limited to, the TEST SOFTWARE, including its

functionality, performance, business purpose, specifications, DOCUMENTATION, and the like, test results obtained by EVALUATOR through use of the TEST SOFTWARE, any material data relating to use of the TEST SOFTWARE by EVALUATOR, including, but not limited to defects, deficiencies, errors, omissions, work-arounds, features, enhancements, updates, upgrades, and other information typically relating to unreleased version(s) of computer programs, and any and all information, either written or oral, relating to the TEST SOFTWARE, including plans, business and financial information, which may, from time-to-time, be disclosed by Bentley to EVALUATOR during the term of this AGREEMENT. It is understood by both parties that ANY information provided by Bentley during the term to EVALUATOR relating to the TEST SOFTWARE is Bentley's CONFIDENTIAL AND PROPRIETARY INFORMATION.

The parties shall use such CONFIDENTIAL AND PROPRIETARY INFORMATION only for the purpose set forth in Section 2 above. EVALUATOR shall make no other use of the CONFIDENTIAL AND PROPRIETARY INFORMATION, in whole or in part, without the specific prior written consent of Bentley. Accordingly, EVALUATOR agrees not to make any commercial use of CONFIDENTIAL AND PROPRIETARY INFORMATION, and EVALUATOR shall not translate, copy, disassemble, reverse engineer, or decompile any TEST SOFTWARE, nor shall EVALUATOR make copies or translations of any DOCUMENTATION. Furthermore, EVALUATOR will not make any pre-release reports or give pre-release interviews concerning the TEST SOFTWARE or the CONFIDENTIAL AND PROPRIETARY INFORMATION without Bentley's prior written consent.

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**6. Miscellaneous.**

This AGREEMENT and the license contained herein shall not be assignable by the EVALUATOR without the express written consent of Bentley. This AGREEMENT and any other agreement incorporated herein by reference constitutes the entire AGREEMENT between the parties and supersedes all prior agreements, whether written or oral, concerning the subject matter herein, and may not be amended or modified except by written consent of both parties. If you are located outside the geographic boundaries of the United States or Canada please send all notices under this EULA to Bentley Systems International Limited Attn: Legal Department, Second Floor, Block 2, Park Place, Upper Hatch Street, Dublin 2, Ireland. If you are located within the geographic boundaries of the United States or Canada, please send all notices under this EULA to Bentley Systems, Incorporated, Attn: Legal Department, 685 Stockton Drive, Exton, PA 19341-0678.

If you are located outside the geographic boundaries of the United States or Canada, this EULA will be governed by and construed in accordance with the substantive laws in force in Ireland, and the courts located in Ireland shall have exclusive jurisdiction over all disputes relating to this Agreement. If you are located within the geographic boundaries of the United States or Canada, this EULA will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, and the state courts located in Chester County, Pennsylvania and the federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction over all disputes relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and 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. EVALUATOR shall not use the TEST SOFTWARE with knowledge or reason to know that the TEST SOFTWARE will be transported outside the country in which the EVALUATOR’s principal place of business is located.

7. In addition to the foregoing, and not in lieu thereof, EVALUATOR agrees to comply with the export laws and regulations of the United States Government, or any other export laws, restrictions or regulations, as they apply to the exports of products and technical data from the United States and re-exports or transfers of products and technical data from other countries, and to furnish or complete such documentation as may be required. EVALUATOR’s obligations under Section 3, 4 and 5 shall survive the termination of this AGREEMENT and commercial release of the TEST SOFTWARE.

**8. Consequences of Breach.**

EVALUATOR acknowledges that:

- a. Irreparable injury and damage to Bentley will result from unauthorized disclosure of the TEST SOFTWARE, Confidential Information gleaned by EVALUATOR through use of the TEST SOFTWARE, and from uses of the TEST SOFTWARE other than as contemplated herein;
- b. Monetary damages may not be sufficient remedy for unauthorized disclosure of the TEST SOFTWARE;
- c. Bentley shall be entitled, without waiving any additional rights or remedies available to it at law, in equity, or by statute, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction; and
- d. EVALUATOR's breach of this AGREEMENT shall result in immediate termination of this AGREEMENT and may be cause for exclusion in other Bentley sponsored EARLY ACCESS PROGRAM or other TEST SOFTWARE programs, among other remedies available to Bentley at law or equity.

**BY CLICKING "I ACCEPT" OR BY DOWNLOADING THE TEST SOFTWARE TO ACCEPT THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION AND HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.**