

## TECHNOLOGY PREVIEW NON-DISCLOSURE AGREEMENT

**IMPORTANT – READ CAREFULLY: TECHNOLOGY PREVIEW NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is a legal agreement between you (either an individual or a single entity) (“**Evaluator**”) and Bentley Systems International Limited, if you are located outside of the geographic boundaries of the United States, Canada or the United Kingdom, or Bentley Systems, Incorporated if you are located within the geographic boundaries of the United States or Canada, or Bentley Systems (UK) Limited if you are located within the geographic boundaries of the United Kingdom (“**Bentley**”).

**YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY PARTICIPATING IN THE BENTLEY TECHNOLOGY PREVIEW PROGRAM. YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ALONG WITH THE TERMS AND CONDITIONS OF ANY APPLICABLE EULA IS A CONDITION TO PARTICIPATE IN THE TECHNOLOGY PREVIEW PROGRAM.**

Subject to the terms and conditions set forth herein, Bentley hereby permits Evaluator to use one or more software applications developed, owned or distributed by Bentley, which Bentley has not released to the public (each, as enhanced or updated by Bentley from time to time, a “**Test Product**”) at a location specified by Bentley (the “**Test Site**”) solely for the purpose of evaluating the same and providing feedback to Bentley. In consideration of the mutual promises contained herein, the parties agree as follows:

### 1. Nature and Duration of Evaluation Use

Evaluator shall use the Test Product in its normal business environment solely for evaluation purposes as may be reasonably necessary to form an opinion concerning the performance of the Test Product until it receives written notice from Bentley that such use shall cease, which notice shall have the effect of terminating this Agreement. Evaluator shall consult with Bentley personnel from time to time concerning the performance of the Test Product. Evaluator acknowledges and agrees that it shall not use the Test Product for production use or any other business or commercial purpose unless specific, written authorization to do so is provided by Bentley.

### 2. Confidential Information

The term “**Confidential Information**” includes without limitation (i) the existence and content of this Agreement and the existence, purpose, functionality, structure, sequence, and organization of the Test Product; (ii) any data or specifications comprising or relating to the Test Product; (iii) any defects, deficiencies, errors, or work-arounds in or relating to the Test Product; (iv) any input, feedback, reviews, analyses, criticisms, or other information created by or on behalf of Evaluator relating to Evaluator’s installation, operation, or use of the Test Product (“**Feedback**”); and (v) any notes, copies, summaries, compilations, or other records of or relating directly or indirectly to any of the foregoing. Evaluator shall not disclose Confidential Information to any third party. Evaluator may disclose Confidential Information only to Bentley and to those employees, agents, personnel and contractors of Evaluator (collectively, “**Evaluator Personnel**”) who actively participate in Evaluator’s evaluation of Test Products and creation of Feedback. Evaluator acknowledges and agrees it is responsible for any breach of this Agreement by Evaluator Personnel. Evaluator shall use Confidential Information only for the benefit of Bentley as contemplated herein. Evaluator shall maintain Confidential Information in strict confidence, solely at the Test Site, and shall exercise the same degree of care in protecting Confidential Information as it exercises in protecting its own confidential information, which in no event shall be less than reasonable care. Upon Bentley’s request, Evaluator shall promptly destroy or return all Confidential Information. Evaluator acknowledges and agrees that any breach of this Agreement by Evaluator or Evaluator Personnel will cause Bentley irreparable harm; that monetary damages will be insufficient to remedy such breach; and that in the event of such breach or any threat thereof, Bentley shall be entitled, without having to post bond and without waiving any additional rights or remedies available to it at law or in equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 3. Feedback

Evaluator shall provide Bentley Feedback in the form and manner reasonably requested by Bentley. Bentley acknowledges Feedback is provided “**AS IS.**” Evaluator hereby irrevocably grants and assigns to Bentley all its right, title, and interest in and to Feedback, and Evaluator hereby waives any license, ownership, or commercialization rights in and with respect to Feedback. Bentley may disclose and use Feedback for any purposes whatsoever, entirely without obligation of any kind to Evaluator. Except as otherwise provided with respect to

Feedback, nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights, trademarks, or other intellectual property. If requested by Bentley, Evaluator shall, and shall cause Evaluator Personnel to, create and deliver such further documents, instruments, assignments, or acknowledgements as may be necessary in Bentley's sole discretion to document, endorse, confirm, or otherwise implement the foregoing. In the event any assignment or transfer of the ownership of Feedback from Evaluator to Bentley is ineffective or invalid (whether due to legal restrictions, judicial ruling, or otherwise), Evaluator hereby grants to Bentley a perpetual, royalty-free, worldwide exclusive license to use the Feedback for the purposes set forth herein.

#### 4. Miscellaneous

Evaluator may not assign, sublicense, delegate, or otherwise transfer this Agreement or the rights, benefits, or duties contained herein without the express prior written consent of Bentley. This Agreement may not be amended or modified except by written consent of both parties. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of

Pennsylvania, without regard to conflicts of law provisions. The parties agree that the state and federal courts located in the Commonwealth of Pennsylvania shall have exclusive jurisdiction to determine all disputes arising under this Agreement or related to the subject matter hereof, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts and waive any and all objections thereto, including any objection based upon forum non conveniens. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Evaluator shall not use the Test Products with knowledge or reason to know that they will be transported outside the country in which the Test Site is located, and Evaluator agrees to comply with the export laws and regulations of the United States and any other applicable laws or regulations governing international transfer, export, and re-export of products and technical data. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The provisions of Sections 2, 3, and 4 shall survive any termination of this Agreement.