

# Bentley Powered by iTwin® Accreditation Agreement

This **Bentley Powered by iTwin® Agreement** ("Agreement") is a legal agreement that sets out the terms and conditions applicable to the Bentley Powered by iTwin® Program ("Program"). This Agreement is made as of the Effective Date (defined below) by and between Bentley Systems, Incorporated, a Delaware corporation with principal place of business at 685 Stockton Drive, Exton, Pennsylvania 19341-0678, USA ("**Bentley**") and the organization identified below ("**Developer**"). All references herein to "Bentley" include any legal entity controlling, controlled by, or under common control with Bentley Systems, Incorporated, including, without limitation any such entity created or acquired during the term hereof.

Bentley and Developer hereby agree as follows:

BY SIGNING BELOW AND/OR SUBMITTING AN APPLICATION TO BENTLEY FOR THE PROGRAM, YOU ON BEHALF, AND AS A DULY AUTHORIZED REPRESENTATIVE, OF THE DEVELOPER ORGANIZATION IDENTIFIED BELOW, AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND OF OTHER GOOD AND VALUABLE CONSIDERATION:

## 1. Definitions

"**Bentley iTwin Technology**" means the underlying release of the Bentley software offering with which a Developer Powered by iTwin® Application is designed to work.

"**Effective Date**" means the date that Bentley confirms acceptance of this Agreement.

"**Powered by iTwin® Application**" means the Developer software application for which Bentley has authorized the Powered by iTwin® designation.

"**Powered by iTwin Guide**" means the document or website that defines the current Bentley Powered by iTwin® Program benefits and obligations as modified by Bentley from time to time.

"**Program Credential**" means the right of Developer to use a Powered by iTwin® designation to market a Developer software application so accredited by Bentley.

"**Program Logos and Trademarks**" means the Bentley trademarks designated in the Powered by iTwin Guide for use by Program accredited Developers in accordance with the terms of the Agreement.

## 2. Program Membership

A. Upon the Effective Date, Developer will become a member of the Program and be eligible to receive the Program benefits described in the Powered by iTwin Guide.

B. In the event Developer applies to Bentley for membership in a Bentley program other than this Program, Bentley will be under no obligation to approve Developer's application to that program. If Bentley does approve the other program application, Developer must satisfy the relevant program requirements and the obligations set forth in one or more other pertinent agreements.

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## 3. Limited License Grant

A. **Program Grant.** Subject to Bentley's accepting Developer's application to the Program and Developer's compliance with the terms and conditions of this Agreement, Bentley hereby grants to Developer a non-exclusive, non-transferable, non-sublicensable and limited right and license to (a) participate in the Program and use the Program Credential, and (b) access, use and display the Program Logos and Trademarks solely in connection with the marketing and distribution of the Powered by iTwin® Application, in strict compliance with the requirements of the Powered by iTwin Guide.

B. **Bentley Marketing.** Developer hereby consents to Bentley's identification of, and use of the pertinent trademarks and logos, of Developer as a member of the Program in Bentley press releases, advertising or marketing materials, on Bentley web properties, or any other media through which Bentley markets the Program.

C. **Program Changes.** Bentley may improve, change or discontinue the Program, from time to time. Bentley will endeavor to provide Developer notice of any material change that, when taken as a whole, has a materially adverse impact on the Program membership benefits, including any planned discontinuation. Bentley bears no responsibility or liability for any change or discontinuation.

## 4. Developer Obligations

A. **Powered by iTwin Guide.** Developer will comply with all terms and conditions of this Agreement and the Powered by iTwin Guide. Failure to do so will result in termination of this Agreement and/or revocation of all Bentley Program memberships.

B. **Maintenance and Support.** Notwithstanding Developer's membership in the Program or Bentley's review, testing or approval of the Powered by iTwin® Application, Bentley shall have no responsibility to assist or ensure the maintenance or support, stability or suitability of the Powered by iTwin® Application. If Bentley determines, within its sole discretion, Developer has failed to adequately maintain or support the Powered by iTwin® Application, Bentley may terminate the Agreement and Developer will no longer be entitled to Program benefits outlined in the Powered by iTwin Guide.

C. **Program Application.** In submitting the Program application Developer:

- (1) Shall comply with all Program criteria, including, without limitation, fully and truthfully cooperating with any Bentley review of the prospective Powered by iTwin® Application under consideration for the Program;
- (2) Shall not receive or provide unauthorized assistance, or submit work that is not Developer's own; and
- (3) Shall not possess, access, or use unauthorized materials.

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**D. No Mischaracterization or Representations.** Developer shall not mischaracterize the functionality or usability of the Powered by iTwin® Application with the Bentley iTwin Technology. Neither Developer nor any of its employees, agents, or representatives shall make or have any right to make any representation, warranty, or promise on behalf of Bentley, or relating to the Bentley iTwin Technology or the Program.

**E. Developer Conduct.** At all times when Developer publicizes itself as a Program Credential holder, Developer shall: (a) conduct its activities in a professional manner; (b) not imply any relationship or affiliation with Bentley, except as expressly permitted by this Agreement; (c) not allow any other individual or organization to access or use the Program benefits for any reason; (e) report any mis-appropriation of any Bentley intellectual property of which Developer becomes aware; and (f) maintain a current email address account that is regularly checked and able to receive email correspondence from Bentley.

### 5. Developer Representations and Warranties

Developer represents and warrants that:

- (1) It has the authority, on behalf of the organization identified below, to (a) enter into this Agreement and (b) submit the required information requested in the program application form;
- (2) It complies with the requirements set forth in the Powered by iTwin Guide and shall continue to comply with the criteria set forth by Bentley in the Program application form and the Powered by iTwin Guide. In the event Bentley improves, changes or discontinues the criteria, Developer shall have a period of ninety (90) days (or such other time as specified by Bentley) from the date of Bentley's publication of such new requirements to comply; and
- (3) All information provided in the Program application form is accurate, current and complete. In the event Developer modifies the Powered by iTwin® Application after it has been accredited by Bentley under the terms of the Program, Developer shall notify Bentley of all such modifications that are pertinent to the Program Application criteria so that Bentley may determine whether the modifications fall within the scope of the Program criteria.

### 6. No Warranty; Limitation of Liability

BENTLEY DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR YOUR RESULTS. BENTLEY MAKES NO WARRANTIES REGARDING THE PROGRAM OR THE PROGRAM CREDENTIALS, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BENTLEY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION, OR OTHERWISE), DEVELOPER'S ACCREDITATION OR FAILURE TO ACHIEVE A

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ACCREDITATION, OR THE USE OF OR INABILITY TO USE THE CREDENTIALS. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 7. Confidential Information.

Each party agrees that during and after the existence of this Agreement it will hold in strictest confidence and will not use for any purpose unrelated to its performance of this Agreement or disclose to any third party unless otherwise permitted herein, any Confidential Information of the other party. The term “**Confidential Information**” shall mean all non-public information, whether business or technical in nature and whether disclosed prior to or after the Effective Date, that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential and shall include (but is not limited to) information concerning business methods, business plans, new product launches, product specifications and details, trade secrets, proprietary data, customer and vendor information, internal policies and procedures and pricing and other financial information. Notwithstanding the foregoing, information will not be deemed confidential if it (a) was known to the receiving party, and such information was acquired through proper methods, prior to its receipt from the disclosing party, as evidenced by written records of the receiving party; (b) is now or (through no act or failure on the part of the receiving party) later becomes generally known through no breach of this Agreement by the receiving party; (c) is supplied to the receiving party by a third party that is free to make that disclosure without restriction; or (d) is independently developed by the receiving party without use of or reference to any Confidential Information, or other technical information or documentation provided by the disclosing party. The restrictions on disclosure imposed by this section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party, provided that in each such case the receiving party provides the disclosing party with prompt written notice of such order or requirement and reasonably assists the disclosing party in obtaining a protective order or other appropriate relief.

### 8. Term and Termination

A. This Agreement will be valid as of the Effective Date for the remainder of the current calendar year, and will automatically renew annually unless terminated (i) by Bentley as provided herein, or (ii) by Developer upon providing Bentley with written notice of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. Upon renewal of this Agreement, Developer agrees to comply with Bentley's then current Program terms and conditions.

B. Bentley may terminate this Agreement immediately if Developer fails to perform any obligation or violates any restriction contained in this Agreement.

C. Bentley may terminate this Agreement without cause by giving Developer thirty (30) prior written notice.

### 9. Miscellaneous

A. This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and

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written agreements, discussions, and understandings between the parties with respect to the subject matter hereof. No amendment, modification, or waiver of any provision of this Agreement will be effective unless it is set forth in writing and authorized by representatives of both parties.

B. This Agreement will automatically terminate upon any assignment not prior authorized by Bentley.

C. The validity, construction, and performance of this Agreement will be governed by the substantive laws of the Commonwealth of Pennsylvania, whose courts, state or federal, will have exclusive jurisdiction to resolve all disputes surrounding this Agreement and all other applicable agreements. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be impaired thereby.

D. The parties' relationship to each other under this Agreement is strictly that of independent contractors and nothing herein will in any way constitute or be construed as evidence of intent to establish any association, partnership, joint venture, employment, or other relationship.

E. Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorism (including cyber – terrorism) or terrorist acts, war, failure or interruption of the Internet or third-party Internet connection(s) or infrastructure, power failures, acts of civil and military authorities, severe weather, and changes in applicable Law or other circumstances that would make the provision of any Program benefits illegal or economically unfeasible. Such party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

**BY SIGNING BELOW YOU AFFIRM THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE DEVELOPER ORGANIZATION, THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Organization's Full Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email address for Notices pursuant to the Agreement: \_\_\_\_\_

Organization's principal business address:

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Please provide two (2) high resolution images of the software application's user interface.

Please provide two (2) high resolution images of the Organization's and, if applicable, the software application product logo.

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