

Bentley Systems, Incorporated Event Registrant Terms and Conditions

These terms govern the relationship between you with Bentley Systems, Incorporated and its affiliates, subsidiaries and related entities (together “Bentley”) in connection with your registration, participation and presence at an event hosted or organized by Bentley (“Event”) and any communication and exchange you have with Bentley in connection with the Event, whether before, during or after the Event.

1. Registration and participation

Attending the Event requires registration and is subject to the payment of the registration fees. Registration is only confirmed upon receipt of the confirmation email which also includes additional information with respect to the Event.

In the event that the Event is cancelled, registrants will be refunded only the registration fee. Cancellation of travel and hotel reservations is the exclusive responsibility of the registrant.

Substitutions can be made at any time at no additional charge. Substitutions must be received in writing, be addressed to BentleyEvents@bentley.com and include the names of both the original and the substitute registrants.

Registration payment must be received before the Event. If applicable, early-bird registration payments must be received by the date set forth on the Event’s homepage or other Bentley promotional publications. Please be advised that your registration is not considered confirmed until payment has been received in full. Once payment has been received, a payment confirmation e-mail will be sent to you. This will include your tax invoice attached as a PDF document. Please note that all payments must be made in the currency set forth on the Event’s homepage or other Bentley promotional publications.

Bentley reserves the right to refuse or cancel my registration at any time with no liability other than refunding the applicable registration fee. Registrant must be 18 years of age to register for the Event.

a. Event Code of Conduct

By registering and participating in an Event you agree to comply with the Code of Conduct, as stated herein. At all times during an Event you are expected to comply with the Code of Conduct. Failure to comply may result in your Event registration being terminated, your employer may be notified, and you may be banned from future participation in an Event and other Bentley events. Please report any violations of the Code of Conduct to onsite security.

1) Objectionable Behavior

Bentley reserves the right at its sole discretion and with no additional liability to refuse entrance, immediately eject and terminate the participation of any person whose conduct is deemed objectionable, disorderly, or disruptive to Bentley or the facility, or in violation of any law.

2) No recordings by you

Bentley does not authorize anyone to photograph, take video, or record talks and presentations made at the Event or otherwise record any sound, voices, images or photographs of others (all together “Recordings”). The prohibition in particular includes all keynotes and presentations, which may only be recorded with the express written permission of Bentley and the person being recorded. Any persons in violation of this policy or recording for any commercial purpose may be asked to leave the Event and as allowed by applicable law, be required to turn over any device containing the Recording or confirm to Bentley the deletion of all copies of the Recording. This policy applies to any official Exhibit displays. To request permission to record onto any media for commercial use at the Event, please contact BentleyEvents@bentley.com.

3). Recordings of you at the Event

You acknowledge and understand that Bentley undertakes Recordings at the Event. As a result, Bentley may record your image, photograph, and voice by any technology or means at the event under the following conditions (“Legitimate Recording”):

- when you speak to the general audience at the Event (whether as speaker or participant), your image, photograph and voice may be recorded individually,
- when you consent to the recording towards Bentley or the person doing the recording your image, photograph and voice may be recorded individually, and
- in other cases your image, photograph or voice may not be recorded individually, but only as part of an overall filming, picture or sound recording where you are only a non material part of the overall image, photograph or sound and only as far as allowed under the applicable law.

Bentley may broadcast, distribute or otherwise make publicly available, or let third parties broadcast, distribute or otherwise make publicly available, the Legitimate Recording and use it to promote the Event or any presentation, activity or event related to the Event. You release Bentley from any claims resulting from such use of the Legitimate Recording, and you waive any compensation or other right you may have against Bentley in this respect to the extend legally possible.

b. Assumption of Risk

Your participation in and attendance of an Event or any related activities is completely voluntary. Bentley does not guarantee admittance to any specific event, session or keynote and reserves the right to refuse admittance to any session, keynote or event to any registered participant, at its sole discretion. Unless specified otherwise all events, keynotes and session are seated on a first-come first-served basis. You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending an Event or related activities and waive any claims against Bentley or its partners relating to such risks.

c. Unforeseen Circumstances

The Event program schedule is subject to change at any time without prior notice. Bentley cannot guarantee the attendance of any exhibitor or speaker, or that any scheduled event will take place. Bentley will not be held liable and no reimbursement will be made, in the event of the cancellation or modification of the times, dates, sessions and/or events of an Event as a result of an event that is beyond Bentley's control, including but not limited to inclement weather, earthquake, flood, or

other act of God, war, invasion, act of foreign enemy, hostilities, riot, national state of emergency, plague, act/threat of terrorism, civil unrest, strikes or other labor disputes, or any other similar or related event which delays or prevents any or all of the Event.

2. Disclaimer/Warranties

The Event material is provided for information purposes only. Bentley shall not be liable for damages of any kind resulting from errors or omissions in its Event materials, nor shall Bentley be liable for any damages resulting from the use of its Event materials or other information conveyed at the Event.

Bentley may provide information or statements about planned or potential products or services features at this event. Such statements are not a commitment of any kind by Bentley that such features or products or services will ever be made commercially available or available according to any specific timeframe. Bentley may change its plans regarding future product or service releases at any time for any or no reason. If you elect to provide feedback or product or service improvement suggestions about Bentley products or services to Bentley personnel at the event, you do so freely without any reservation of rights and you place no restrictions on Bentley as to the use of such comments or ideas.

Bentley will not be responsible for any personal injury or property damage arising from or in connection with attendance at the Event or participation in any Event activities or events.

BENTLEY assumes no responsibility for any losses due to theft or loss of equipment and articles or other personal property.

BENTLEY MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENT OR EVENT REGISTRATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND BENTLEY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BENTLEY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE EVENT MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE EVENT MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU CAN AND WILL COMPLY WITH ALL THE TERMS OUTLINED HEREIN.

3. Changes to these Terms

Bentley may make changes to these Terms from time to time. You understand and agree that if you participate in an Event after the date on which the Terms have changed, your participation will signify acceptance of the updated Terms.

4. No licensing in material

Except as expressly agreed otherwise, the provision of any material to you at the Event does not mean any grant of rights other than using the provided copy for own purposes and do not constitute a license to copy, distribute, make available or otherwise use or commercialize any provided material.

5. Event Privacy Policy

a. Introduction. Unless you expressly agree otherwise (in particular as described in clause d. below) or if required by law, Bentley will use any personal data you provide during the registration process, during the Event, or otherwise in connection with the Event solely for the purposes set out in clause b. below. This Event Privacy Policy covers the data you provided in connection with the Event; if you provide data to Bentley in another context, e.g. in connection with the purchase of a Bentley product or services, the data you provided in such other context may be covered by a separate privacy policy.

b. Use of your data obtained in connection with the Event.

1) Registration data.

In connection with your registration, you have to provide basic registration and Event information to us, namely your contact information (name, address, company, email and telephone number), job title and function, your relation to Bentley (i.e. partner, customer, etc.), your industry sector, registration time/date, and payment details for the payment of the registration fee. You may further provide to us information on your social media accounts, emergency contact information, visa requirements and event participation related information (such as speaker engagement, sponsorship, or particular sessions and workshops you register for), information on your hotel booking (including making use of preferred rates at partnering hotels), your transportation and logistical requirements, and any particular interests and other information with respect to the Event you provide to us in connection with the registration (together with the data listed in the previous sentence, the “Registration Data”).

Bentley will use your Registration Data to manage your registration, to conduct the Event (including communication with you before and during the Event), Event follow up (including an offer to participate in a attendee satisfaction survey) and fulfillment of any requests of you to Bentley in connection with the Event.

Bentley may include your Registration Data, your choices with respect to marketing communication (see section d.1. below), and further information you provide to Bentley in connection with the Event in its customer relationship management system (“**Bentley CRM**”) and combine it with existing Bentley CRM data relating to you, including your participation at prior events.

Bentley may use third parties for the provision of services in connection with the Event and the fulfillment of obligations towards you. Such third parties may process your Registration Data on behalf of Bentley; they include payment and data/website hosting providers. Any use

of service providers outside the European Economic Area will be subject to ensuring an adequate level of data protection.

Further, we may forward your contact details to the hotel booking or other travel and accommodations provider if you chose to use its services and benefit from our preferred Event rates in certain selected hotels. Bentley is not responsible for this service, and you will have a direct relation with the hotel booking provider if you chose to use its services.

2) Survey data. Event information.

If you participate in a survey, Bentley will use this information in an anonymous manner unless you have consented to a non-anonymous use. Bentley may further use Registration Data and other data provided by you to create anonymous, aggregate information, in particular to improve products, services and future events; no personal data will be used for this purpose.

3) Event badges. Activity tracking.

If you allow Bentley or others to scan your Event badge, your respective activity (such as visiting a specific exhibitor) may be tracked and third parties may use your contact information included in the badge to contact you as further set out in section c. takes place. You do not have to use the badge for this purposes and allow others to scan it, this is your sole discretion.

4) Sensitive data.

If you provide special categories of data to us which enjoy particular protection under EU data protection law (“**Special Categories of Personal Data**”) such as data relating to your health, this data will only be used for the purposes you provide the data for. You may for example chose to provide information on your diet requirements or any disabilities you have to us in order to enable us to reflect the information in connection with your attendance at the Event (provision of respective meals, enabling you access to the Event etc.). These data will be treated as Special Categories of Personal Data and not be used for any purposes other than those you provided them for.

c. No unauthorized data sharing with third parties. Event badges.

Bentley will not provide your information for marketing purposes to any unrelated third parties without your authorization. In this context please note that the contact information submitted in your registration (name, title, company, address, phone, and e-mail) will be available via a QR code, barcode, RFID chip or similar technology. Most exhibitors at the Event will have badge-scanning devices as part of their displays and promotional activities. In addition, many smart phones are equipped with code scanners. It is at your discretion to agree to provide your badge to any person for scanning, which will allow the person to collect your information and use it for future (marketing and other) purposes. Bentley has no control, responsibility, or liability associated with any exhibitor's or other third party's collection or use of your information. If you do not want such collection and use, do not provide or allow your badge to be scanned.

d. Use of data in accordance with your consent.

1. Marketing consent to be contacted about events, products or services.

If you opt in to be contacted (in line with your consent) by Bentley about its product or services and other marketing events or activities, Bentley may use your Registration Data, as well as (to the extent available in the Bentley CRM or otherwise) an interaction profile based on your prior interactions with Bentley including your participation at prior events, in order to keep you up to date on the latest Bentley product announcements including software products and services, system enhancements, special offers, and other information regarding Bentley's organizations (including marketing-related newsletters) as well as other marketing events and activities. Bentley may contact you by email, phone or by using any other communication address you have provided. In connection with the marketing-related activities, the Bentley Group may provide a hashed user ID to third party operated social networks or other web offerings (e.g. Twitter, LinkedIn, Facebook, Instagram or Google) where this information is then matched against the social networks' data or web offerings' own bases in order to display to you more relevant information.

2. Bentley affiliates

If you consent to it, Bentley may share your personal data contained in the Bentley CRM with its affiliated companies and all Bentley affiliated companies may use the data for the same marketing purposes.

3. You may withdraw your consent with respect to any or both of the above cases under this section d. at any time. Please direct any such request to BentleyEvents@bentley.com.

e. Further information and contact. For further information on Bentley's general handling of personal data, e.g. when you visit Bentley websites, please visit <https://www.bentley.com/en/privacy-policy>. For any questions regarding data protection and Bentley, please contact BentleyEvents@bentley.com.

6. THIRD PARTY LINKS

Event materials may contain links to third party sites; such linked sites are not under the control of Bentley and Bentley is not responsible for the content of any linked site or any link contained in a linked site. Bentley reserves the right to remove any links at any time. Bentley does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If you decide to access any of the third party sites linked you do so entirely at your own risk.

7. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the Commonwealth of Pennsylvania and controlling United States federal law, without regard to their conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

8. VENUE, WAIVER OF JURY TRIAL

The state courts in the County of Chester County, Pennsylvania and federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute arising out

of or relating to these Terms. Each party hereby consents to the exclusive jurisdiction of such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

9. RELATIONSHIP OF THE PARTIES

These Terms and the activities governed hereby; do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Terms.

10. WAIVER AND CUMULATIVE REMEDIES

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11. SEVERABILITY AND ASSIGNMENT

If any provision in these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent Bentley. Bentley's sole remedy for any purported assignment in breach of this paragraph shall be termination of this Agreement and non-participation in the Event. Bentley may assign these Terms, in whole or in part, as necessary for the execution of the Event without your consent and at its sole discretion. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12. ENTIRE AGREEMENT

These Terms constitutes the entire agreement between the parties in relations to the Event and Event registration and supersedes all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning its subject matter.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any Master Subscription Agreement or other agreement between Bentley or an affiliate thereof. To the extent that these Terms are translated, such translation is provided for solely for convenience, and the English version of these Terms shall be govern any disputes arising here from.

For any questions regarding the Event and these terms, please contact BentleyEvents@bentley.com.