

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.7  
(ID # 16890)

**MEETING DATE:**

Tuesday, August 17, 2021

**FROM :** FLOOD CONTROL DISTRICT AND General Manager-Chief Engineer :

**SUBJECT:** FLOOD CONTROL DISTRICT: Ratify and Approve the Bentley Select Program Agreement for Enterprise Subscription Without Seeking Competitive Bids for One (1) Year [Flood Control, TLMA and Waste Resources] [\$185,524 Total Cost – Flood Control District Funding 39.93%, TLMA Funding 44.66%, Waste Resources Funding 15.41%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the renewal of the Bentley Select Program Agreement (Agreement) for Enterprise License Subscription from July 1, 2021 through June 30, 2022, for renewal of existing licenses without seeking competitive bids for \$185,524.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

7/26/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: August 17, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 185,524	\$ 0	\$ 185,524	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 48080-947320-523840 DATA PROCESSING EQUIPMENT COMPUTER EQUIPMENT- SOFTWARE  FLOOD CONTROL 39.93%; TLMA 44.66%; WASTE RESOURCES 15.41%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Bentley supplies the MicroStation family of computer-aided design, engineering and manufacturing software. In conjunction with this software, Bentley will provide a comprehensive software support program through its Bentley Enterprise License Subscription (ELS) Select Agreement. The Bentley ELS Select Agreement shall be provided to TLMA, Flood Control, and Waste Resources. The Bentley ELS Select subscription offers software updates, hotline support and online technical support. All software provided by Bentley Systems, Inc. is proprietary, and Bentley is the only known provider of the Bentley ELS Select Agreement.

TLMA, Flood Control, and Waste Resources have utilized this service with each of these software packages since purchasing the licenses originally 28 years ago. The support has been excellent and has helped in troubleshooting problems, both large and small. The ability to upgrade software has enabled the Departments to work more seamlessly with a larger number of outside engineering/surveying agencies and firms. The Departments have also seen increased efficiencies in project delivery to both in-house engineering staff and external agencies and consulting firms.

Bentley is the sole developer and vendor for MicroStation, In Roads, and Map software. The Departments have used the Bentley MicroStation software for more than 28 years as our primary CAD platform for use in preparation and analysis of highly technical mapping data. As all of these products and services are provided through a single company. Bentley integration between software packages is much faster and with fewer errors, and familiarity with the programs is unmatched by any potential competitors. The reason for this single source is the current subscription (20//21) with Bentley is expiring and the Departments wish to have uninterrupted use of the Bentley products.

**Impact on Residents and Businesses**

N/A

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Additional Fiscal Information**

The cost for the one-year agreement is to be split among Flood Control, TLMA and Waste Resources:

<b>DESCRIPTION</b>	<b>FY 20/21 %</b>	<b>FY 20/21 \$</b>
Flood	39.93%	\$74,079
TLMA	44.66%	\$82,855
Waste Management	15.41%	\$28,590
<b>Total Cost</b>		<b>\$185,524</b>

TSOC H-11 APPROVAL PR2021-11489 see attached

**Contract History and Price Reasonableness**

TLMA, Flood Control, and Waste Resources have negotiated pricing with Bentley Systems Inc. based on the normal Pricebook but is comparable to the list price that was offered on the General Services Administration (GSA) Contract that expired on June 10, 2021. The County of Riverside is not on GSA or CMAS due to ProjectWise usage. ProjectWise is software designed to house and organize all project related documents, including but not limited to MicroStation design files, Geopak files, all Microsoft Office documents, Adobe PDFs, text files, images, etc.

Flood Control, TLMA, and Waste Resources have funds programmed for the current fiscal year 2021-2022 for this subscription and will use programmed funds for future fiscal years until such time as the software is either no longer supported or it is determined by the departments to discontinue said contract.

**ATTACHMENTS:**

1. Bentley Sole Source Justification
2. TSOC Approval PR2021-11489
3. Bentley Select Services Agreement

MW:mc  
MT#16890  
P8/239272

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

  
Tina Grande, Director of Purchasing and Fleet Services 7/29/2021

  
Jason Farin, Principal Management Analyst 8/10/2021



**MEMORANDUM**  
 RIVERSIDE COUNTY FLOOD CONTROL  
 AND WATER CONSERVATION DISTRICT

**DATE:** July 19, 2021

**TO:** Board of Supervisors/Purchasing Agent

**VIA:** Marilyn Weisenberg, Administrative Services-Purchasing Supervisor, 951.955.4348

**FROM:** Jason E. Uhley, General Manager-Chief Engineer *RJC*

**RE:** Sole Source Procurement Bentley Systems, Inc.  
 Request for Engineering Design and Inter-plotting Software and Maintenance Subscription

The information provided below is in support of the District requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supplier being requested:** Bentley Systems, Inc.
2. **Vendor ID:** 0000003612
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a Sole or Single Source request for this vendor for your department?**

**Yes**                       **NO**

SSJ# 07242020 (approved in Rivcopro) and 18-021

- 4a. **Was the request approved for a different project?**

**Yes**                       **NO**

5. **Supply/Service being requested:**  
 Bentley Systems, Inc. (Bentley) supplies the MicroStation family of computer-aided design, engineering and manufacturing software. In conjunction with software, Bentley will provide a comprehensive software support program through its Bentley Enterprise License Subscription Select Agreement. The Enterprise License Subscription Select Agreement shall be provided to TLMA, Flood Control and Waste Resources. The Enterprise License Subscription Select Agreement offers software updates, hotline support and online technical support. All software provided by Bentley is proprietary, and Bentley Systems, Inc. is the only known provider of the Enterprise License Subscription Select Agreement.

6. **Unique features of the supply/service being requested from this supplier:**  
 Bentley is the sole developer and vendor for MicroStation, In-Roads and map software. TLMA, Flood Control and Waste Resources have used the Bentley MicroStation software for more than twenty years. This software is the primary CAD platform for use in preparation and analysis of highly technical mapping data. As all of these products and services are provided through a single company, Bentley integration between software packages is much faster and with fewer errors, and familiarity with the programs is unmatched. The reason for this sole source is the current subscription (20/21) with Bentley is expiring, and the TLMA, Flood Control and Waste Resources Departments wish to have uninterrupted use of the Bentley products.

MEMORANDUM

July 20, 2021

TO: Board of Supervisors/Purchasing Agent
RE: Sole Source Procurement Bentley Systems, Inc.
Request for Engineering Design and Inter-plotting Software and Maintenance Subscription

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

TLMA, Flood Control and Waste Resources have utilized this service with each of these software packages since purchasing the licenses originally. The support has been excellent and has helped in troubleshooting problems, both large and small. The ability to upgrade software has enabled the Departments to work more seamlessly with a larger number of outside engineering/surveying agencies and firms. The Departments have also seen increased efficiencies in project delivery to both in-house engineering staff and external agencies and consulting firms.

8. Period of Performance: From: July 1, 2021 to June 30, 2022
(Total number of years)

Is this an annually renewable contract? [ ] Yes [X] No
Is this a fixed-term agreement? [X] Yes [ ] No

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

The cost for the one-year agreement is to be split among Flood Control, TLMA and Waste Resources:

Table with 3 columns: Description, FY20/21 %, FY20/21 \$. Rows include Flood, TLMA, Waste Management, and Total Costs.

Table with 4 columns: Description, FY 21/22, FY, Total. Rows include One-time Costs and Total Costs.

10. Price Reasonableness: TLMA, Flood Control and Waste Resources have negotiated pricing with Bentley Systems Inc., based on the normal Pricebook, but is comparable to the list price that was offered on the General Services Administration (GSA) Contract that expired on June 10, 2021. The County of Riverside is not on GSA or CMAS due to Project wise usage. TLMA, Flood Control and Waste Resources have funds programmed for the current fiscal year 2021-2022 for this subscription and will program funds for future fiscal years, until such time, as the software is either no longer supported or it is determined by the departments to discontinue said contract.

TSOC H-11 Approval PR2021-11489 signed by Jim Smith 6/16/21

MEMORANDUM

July 19, 2021

TO: Board of Supervisors/Purchasing Agent  
RE: Sole Source Procurement Bentley Systems, Inc.  
Request for Engineering Design and Inter-plotting Software and Maintenance Subscription

11. Projected Board of Supervisor Date (if applicable): August 17, 2021

[Signature]      Robert J. Cullen      20 July 21  
Department Head Signature      Print Name      Date  
(Or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve      Approve with Condition/s      Disapprove

Condition/s:

Short term due to pending transitions to other  
Solutions. Pend BOS

Not to exceed:

- One-time \$ \_\_\_\_\_
- Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
*(If Annual Amount Varies each FY)*
- FY \_\_\_\_\_ : \$ \_\_\_\_\_
- FY \_\_\_\_\_ : \$ \_\_\_\_\_

Suzanna Hinckley  
[Signature]

7/21/21  
Date

22-030  
Approval Number  
*(Reference on Purchasing Documents)*

- List Attachments:  
Bentley Renewal Quote  
Bentley Perpetual License Rights  
Proprietary Letter





BENTLEY SYSTEMS, INCORPORATED  
685 Stockton Drive  
Exton, Pennsylvania 19341-1151  
T +1 610-458-5000  
F +1 610-458-2900

[www.bentley.com](http://www.bentley.com)

July 21, 2021

Marilyn Weisenberg  
Admin. Services - Purchasing Supervisor  
Riverside County Flood Control  
& Water Conservation District

Bentley Systems, Incorporated ("Bentley") is pleased to provide information about the proprietary nature of Bentley software.

Bentley supplies the MicroStation family of computer-aided design, engineering and manufacturing software. In conjunction with software, Bentley provides a comprehensive software support program through its Bentley SELECT Program.

Software and documentation developed at Bentley's expense are proprietary and confidential. Bentley shall be considered the prime contractor and shall assume the responsibility for maintenance of all Bentley supplied software and the exclusive supplier of Bentley software through Bentley's proprietary licensing models, including, without limitation, the Enterprise 365 Public Sector Subscription.

Bentley is the sole source vendor.

Sincerely,

Mariel Quigley  
Paralegal  
Bentley Systems, Incorporated



# Renewal Quote

30 April 2021

County of Riverside  
RCIT  
Riverside Cnty Innovation Ctr  
3450 14th St.  
RIVERSIDE CA 92501-3862  
USA  
Tel No: +1 (9099551350)

SELECT Agreement: 10362487  
RQ Number: 41532659  
Customer ID: 4011175  
Expiration Date: 01 June 2021  
Pages: 1 / 4

Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 01 July 2021. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

**Subscription Period:** 01 July 2021 - 30 June 2022  
**Billing Frequency:** Annual  
**Payment Terms:** Net 30 Days

**Renewal Total Value: 185,524.00\*\***  
**Currency: USD**

- Please bill against PO # 0000026152
- Purchase Order is not required. We will accept Bentley's invoice on the basis of this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

  
\_\_\_\_\_  
(Subscriber's Signature)

Robert J Cullen  
\_\_\_\_\_  
(Subscriber's Name)

Assistant Chief Engineer  
\_\_\_\_\_  
(Title) RCFC+WCD

7-16-2021  
\_\_\_\_\_  
(Date)

\*\*Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.



# Renewal Quote

SELECT Agreement: 10362487  
 RQ Number: 41532659  
 Customer ID: 4011175  
 Expiration Date: 01 June 2021  
 Pages: 2 / 4

Bill-to: Riverside County  
 Department of Waste Resources (DWR)  
 Main Office  
 14310 Frederick Street  
 MORENO VALLEY CA 92553-9000  
 USA

Tel No: +1 (9099551350)  
 Fax No: +1 (9099551374)

Site: 0004011175 County of Riverside , 3450 14th St. RIVERSIDE , CA 92501-3862 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
1003	MicroStation SELECT Subscription	40	1,140.00		45,600.00
12662	OpenRoads Designer SELECT Subscription	9	2,485.00		22,365.00
13553	OpenSite Designer SELECT Subscription	10	1,489.00		14,890.00
<b>Amount Due:</b>					<b>82,855.00</b>
<b>Currency</b>					<b>USD</b>

Site: 0004014398 Riverside County , 14310 Frederick Street MORENO VALLEY , CA 92553-9000 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
1003	MicroStation SELECT Subscription	12	1,140.00		13,680.00
12662	OpenRoads Designer SELECT Subscription	6	2,485.00		14,910.00
<b>Amount Due:</b>					<b>28,590.00</b>
<b>Currency</b>					<b>USD</b>



# Renewal Quote

SELECT Agreement: 10362487  
 RQ Number: 41532659  
 Customer ID: 4011175  
 Expiration Date: 01 June 2021  
 Pages: 3 / 4

Site: 0004018605 Riverside County - Flood Control , 1995 Market St RIVERSIDE , CA 92501-1719 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
2923	OpenFlows FlowMaster SELECT Subscription	6	339.00		2,034.00
3681	STAAD.Pro SELECT Subscription	1	1,182.00		1,182.00
1003	MicroStation SELECT Subscription	28	1,140.00		31,920.00
12662	OpenRoads Designer SELECT Subscription	4	2,485.00		9,940.00
13553	OpenSite Designer SELECT Subscription	16	1,489.00		23,824.00
1565	ProjectWise InterPlot Driver Pack Sub	1	979.00		979.00
1559	ProjectWise InterPlot Raster Offl Dr Sub	1	979.00		979.00
1949	ProjectWise InterPlot Server SELECT Sub	1	1,961.00		1,961.00
3722	Bentley CONNECTIONS Passport - Annual	7	180.00		1,260.00
<b>Amount Due:</b>					<b>74,079.00</b>
<b>Currency</b>					<b>USD</b>



## Renewal Quote

SELECT Agreement: 10362487  
RQ Number: 41532659  
Customer ID: 4011175  
Expiration Date: 01 June 2021  
Pages: 4 / 4

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- Flexible Licensing Options, including annual portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECT Advisor.

This Renewal summary is in accordance with the terms and conditions of your SELECT Agreement.

Please do not hesitate to contact your Bentley representative Mabel Simms or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

Mabel Simms  
Tel: +1 (610) 458-5000  
Fax:  
E-mail: MABEL.SIMMS@BENTLEY.COM

### Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>



BENTLEY SYSTEMS, INCORPORATED  
685 Stockton Drive  
Exton, Pennsylvania 19341-1151  
T +1 610-458-5000  
F +1 610-458-1060

www.bentley.com

April 30, 2021

County of Riverside  
RCIT  
Riverside Cnty Innovation Ctr  
3450 14<sup>th</sup> St.  
RIVERSIDE CA 92501-3862  
USA

Re: Confirmation of Perpetual License Rights to Bentley Products

Dear Sir/Madam,

This letter shall serve to confirm our agreement that Appendix A hereto constitutes a complete and accurate listing of all perpetual licenses to Bentley Products held by County of Riverside ("**Subscriber**") as of the date first set forth above (the "**Confirmation Date**"). Subscriber hereby waives any rights to any perpetual license to a Bentley Product that may have been acquired by Subscriber prior to the Confirmation Date, but is not listed on Appendix A.

Bentley acknowledges that after the Confirmation Date, Subscriber may become the holder of additional perpetual licenses to Bentley Products by reason of: (1) Subscriber's acquisition of additional Bentley Product licenses, (2) Subscriber's acquisition of companies that hold Bentley Product licenses, or (3) Bentley's acquisition of third party companies from whom Subscriber licenses a software product ("**Subsequently Acquired Licenses**"). Bentley will recognize, in accordance with Bentley's standard commercial practices, Subscriber's rights to any such Subsequently Acquired Licenses.

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_

Vice President  
Bentley Systems, Incorporated

Acknowledged and agreed by Subscriber:

Marilyn C. Weisenberg  
Signature

Marilyn C. Weisenberg  
Print or Type Name

Administrative Services Supervisor - Purchasing Supervisor  
Title

7-16-2021  
Date



BENTLEY SYSTEMS, INCORPORATED  
685 Stockton Drive  
Exton, Pennsylvania 19341-1151  
T +1 610-458-5000  
F +1 610-458-1060

[www.bentley.com](http://www.bentley.com)

Appendix A

Site ID	Site Location	Product Name	Qty
0004011175	RIVERSIDE, CA 92501-3862	MicroStation	40
		OpenRoads Designer	9
		Opensite Designer	10
0004014398	MORENO VALLEY, CA 92553-9000	MicroStation	12
		OpenRoads Designer	6
0004018605	RIVERSIDE, CA 92501-1719	MicroStation	28
		OpenFlows FlowMaster	6
		STAAD.Pro	1
		OpenRoads Designer	4
		OpenSite Designer	16



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2021-11489		
<b>Requested Purchase:</b>	Bentley Enterprise License Subscription Select Agreement		
<b>Department/Agency:</b>	Flood Control		
<b>Primary Contact/Phone:</b>	Lisa Lee	<b>Alternate Contact/Phone:</b>	
<b>Purchase Request Type:</b>			
<b>Describe Requested Purchase:</b>	<p>Bentley supplies the MicroStation family of computer-aided design, engineering and manufacturing software. In conjunction with software, Bentley will provide a comprehensive software support program through its Bentley Enterprise License Subscription Select Agreement. The Bentley Enterprise License Subscription Select Agreement shall be provided to TLMA, Flood Control and Waste Resources under the terms of the General Services Administration (GSA) schedule, GS35F0453L. The Bentley Enterprise License Subscription Select subscription offers software updates, hotline support and online technical support. All software provided by Bentley Systems, Inc is proprietary, and Bentley is the only known provider of the Bentley Enterprise License Subscription Select Agreement.</p> <p>Attached is the pricing for the ELS and with the following percentages here is the breakdown:            TLMA \$82,855.00 or 44.7%,            Flood \$74,079.00 or 39.9%,            Waste \$28,590.00 or 15.4%.            Total cost of Bentley Enterprise License Subscription Select Agreement is \$185,524.00</p>		
<b>Terms:</b>	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Terms and Conditions:</p>		
<b>Business Needs Addressed:</b>	<p>TLMA, Flood Control and Waste Resources have utilized this service with each of these software packages since purchasing the licenses originally. The support has been excellent and has helped in troubleshooting problems, both large and small. The ability to upgrade software has enabled the departments to work more seamlessly with a larger number of outside engineering/surveying agencies and firms. The departments have also seen increased efficiencies in project delivery to both in-house engineering staff and external agencies and consulting firms. Bentley is the sole developer and vendor for "MicroStation", "In Roads", and "Map" software. The departments have used the Bentley "MicroStation" software for more than twenty years as our primary CAD platform for use in preparation and analysis of highly technical mapping data. As all of these products and services are provided through a single company. Bentley, integration between software packages is much faster, and with fewer errors, and familiarity with the programs is unmatched by any potential competitors. The reason for this single source is the current subscription (FY 20/21) with Bentley is expiring and the departments wish to have uninterrupted use of the Bentley products.</p>		
<b>Are there other county systems that provide the same functionality?</b>	No		
<b>Business Criticality:</b>	Run the Business		
<b>Business Impact:</b>	Support Current Operations		

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Bentley Software	Software - Renewal	Bentley	1	\$185,524.00	\$185,524.00		\$185,524.00
<b>Total:</b>							<b>\$185,524.00</b>

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
<b>Total:</b>				





# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Grand Total: \$185,524.00

### Accounting String

To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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Department Head or Authorized Designee Signature: John Carrillo

Date: 6/3/2021 3:09 PM

### RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:

By:

Date:

Denial Explanation:

### ACIO Review - ACIO Review Status

Recommended:

BY:

Date:

Denial Explanation:

### CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: Yes

By: Jim Smith

Date: 6-16-21

Denial Explanation:

### TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Yes

By: Jim Smith

Date: 6-16-21

Denial Explanation:



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

**Bentley SELECT®**

Bentley SELECT Agreement CLA Number 10362487

**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 subscriber identified below ("**Subscriber**"). All references herein to "**Bentley**" include Bentley Systems, Incorporated and its direct and indirect subsidiaries, including, without limitation subsidiaries created or acquired during the term hereof.

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, C and F hereto. 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 Exhibit A to this Agreement, and all Product licenses hereunder are subject to the termination provisions applicable to such licenses in 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, SUBSCRIBER ACKNOWLEDGES THAT, THROUGH ITS AUTHORIZED REPRESENTATIVES, IT HAS READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. SUBSCRIBER IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN. A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE RETURNED TO SUBSCRIBER AFTER THIS AGREEMENT IS APPROVED AND ACCEPTED BY BENTLEY.**

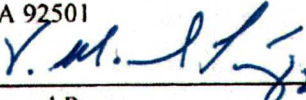
*Signature Page to follow*



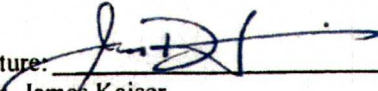
BENTLEY SYSTEMS, INCORPORATED  
SELECT PROGRAM AGREEMENT  
NORTH AMERICA

Bentley SELECT

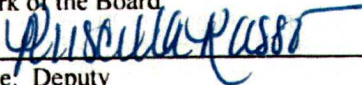
**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

Signature:   
Name: V. Manuel Perez  
Title: Chairman, Board of Supervisors  
Date: AUG 04 2020

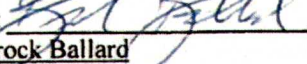
**CONTRACTOR:**  
Bentley Systems, Incorporated  
685 Stockton Drive  
Exton, Pennsylvania 19341

Signature:   
Name: James Kaiser  
Title: Vice President, Financial Operations  
Date: 07/09/2020

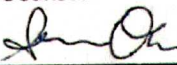
ATTEST:  
Kecia Harter-Ihem  
Clerk of the Board

By:   
Title: Deputy

**2<sup>nd</sup> Bentley Systems, Incorporated Signature below:**

Signature:   
Name: Brock Ballard  
Title: Vice President, North America  
Date: 10 JULY 2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of June 2014

#### 1. General.

Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed 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 may complete and submit to Bentley a supplemental form referenced by Bentley as Attachment 1 ("Attachment 1"), and if completed Attachment 1 shall be incorporated into this Agreement, provided that (except with respect to the duration of the initial term of the Agreement) in the event of any inconsistency between this Agreement and Attachment 1, this Agreement shall control with respect to Subscriber's SELECT Program subscription. 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 may provide SELECT support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. A Channel Partner's authorization may be limited to a particular Site or Sites. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.
- 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, Passports and services (however, not to include professional services, managed 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 Documentation 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. 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.

- 3.03. 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. Online SELECT.

- 4.01. Bentley may, from time to time, offer Subscriber services, including, but not limited to, certain software fulfillment, support, social media, and training services, to its SELECT subscribers via the internet, or through technology developed in the future (collectively "Online SELECT"). Subscriber may only use an Online SELECT service in accordance with and subject to this Agreement, and any terms of use for the applicable Online SELECT service, which terms supplement this Agreement. In the event of a conflict with any Online SELECT service terms of use, the terms of this Agreement shall control.
- 4.02. Bentley shall have the sole right to control the format, content, delivery and all other aspects of Online SELECT. Bentley specifically reserves the right at any time to modify the information provided through Online SELECT, discontinue any portion of Online SELECT, or terminate any Online SELECT service altogether without providing Subscriber any prior notice.

#### 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 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 licensing. 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. 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.

# BENTLEY SELECT PROGRAM AGREEMENT

## SELECT Program Benefits

### Exhibit A

Dated as of June 2014

Site of the Perpetual Licenses under the terms of Section 6.01 of Exhibit A.

- (2) Subscriber may exchange Perpetual Licenses for Exchanged Portfolio Licenses having a total aggregate value based on the list price in effect as published by Bentley in the Country of use for perpetual license of a Product ("Current License Price") that is equal to or less than the total aggregate value based on the Current License Prices for the Perpetual Licenses. Upon exchange, license rights granted by Bentley to Subscriber in respect of the Perpetual Licenses shall cease, and license rights in respect of the Exchanged Portfolio Licenses shall commence for an initial term of twelve (12) months, with renewal, if any, in accordance with Section 7.01 Term of Exhibit B of this Agreement. Notwithstanding the above, upon termination of this Agreement or the Portfolio Balancing licensing program any Exchanged Portfolio License granted to Subscriber shall terminate and Subscriber's right to use Perpetual Licenses shall be reinstated. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.
- (e) **No-Charge Licenses.** 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 Eligible 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.
- (f) **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 Online SELECT) 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.
- (g) **Evaluation of Products.** Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 5.02(g) of Exhibit A, a limited non-transferable non-exclusive right to create, using Online SELECT (following the registration requirements published on Online SELECT), one (1) copy per

Site of each Eligible Product 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.

- (h) **Documentation.** Bentley may, in association with Products, Passports or Cloud Offerings, make certain Documentation available to Subscriber. Documentation is Bentley Proprietary Information. Bentley hereby grants to Subscriber a limited non-transferable non-exclusive license to use such Documentation in support of Production Use.

## 6 Subscriptions.

Bentley makes available for purchase by Subscriber certain services and Product licenses for a specified term only ("Subscription", such term being the "Subscription Term"). Subscriber's use of such Products and services under Subscription shall be governed by the terms of this Agreement, including, as applicable, Section 5.01 of Exhibit A. Subject to Section 6.02(c), Bentley will invoice Subscription Fees based on the fees charged by Bentley for such Subscription as of the start of the Subscription Term.

### 6.01. Subscription Licenses.

- (a) Subscriber may, upon Bentley's approval, purchase Subscriptions to license Eligible Products in advance of Use (a "Subscription License"). A Subscription License entitles Subscriber to license rights in a Product for Production Use, in Object Code form and within a Country. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. Some Subscription Licenses require participation in SELECT Open Access.
- (b) Subscriber recognizes that the Products licensed under a Subscription License are provided to Subscriber for use only for the applicable Subscription 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 Subscription Licenses 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.
- (c) In the event of any inconsistency between this Section 6.01 of Exhibit A and any other Section or Exhibit of this Agreement, or between this Section 6.01 of Exhibit A and the terms and conditions in the license agreement provided with any Product that is the subject of a Subscription License, this Section 6.01 of Exhibit A shall control with respect to Subscription Licenses.
- (d) If a Subscription is designated as automatically renewing by Bentley, the Subscription Term (and each successive term) shall automatically renew at its expiration for a successive term of equal length unless either party gives notice of its election not to renew the Subscription Term at least thirty (30) days prior to the expiration of the then current term.

# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

Dated as of June 2014

#### 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. **"Bentley Products"** or **"Products"** mean the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Bentley during the term of this Agreement) distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion (including but not limited to distribution via Online SELECT 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.
- 1.03. **"Channel Partner"** or **"Bentley Channel Partner"** means individuals and companies who are authorized by Bentley to provide SELECT support services as set forth in Exhibit A, Section 2.
- 1.04. **"Country"** means the country: (i) where the Product is first obtained from Bentley or a Channel Partner; 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.
- 1.05. **"Device"** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, server, or other electronic device.
- 1.06. **"Distribute"** means distribution by Bentley through all means now known or hereinafter developed.
- 1.07. **"Documentation"** means descriptive, interactive or technical information resources pertaining to Products, Passports, or Cloud Offerings.
- 1.08. **"Effective Date"** means the date that this Agreement is accepted by Bentley as indicated on the first page of this Agreement.
- 1.09. **"Eligible Product"** means a Bentley Product eligible under a licensing program or Subscription, as designated by Bentley and published on Online SELECT, absent of which a Product is ineligible for any such program or Subscription.
- 1.10. **"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.
- 1.11. **"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.
- 1.12. **"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.
- 1.13. **"Online SELECT"** shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.14. **"Order"** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.15. **"Passport"** shall be defined as set forth in Exhibit A, Section 6.02(a) herein.
- 1.16. **"Platform Exchange"** shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.17. **"Pre-Existing Works"** shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.18. **"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 Passports and access of Server Products pursuant to Exhibit A, Section 6.02 herein).
- 1.19. **"Proprietary Information"** shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.20. **"SELECT Program Fee"** means the fee for SELECT Program services as published from time to time in Bentley's sole discretion.
- 1.21. **"SELECTserver"** means Bentley's server-based licensing technology.
- 1.22. **"SELECTservices"** means Bentley's cloud-based licensing service.
- 1.23. **"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.
- 1.24. **"Server Product"** means a Product that resides on a server and provides functionality that Users access by connecting to the server using client applications or mobile apps.
- 1.25. **"Site"** means one or more discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.
- 1.26. **"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 and working under Subscriber's direct supervision and control.
- 1.27. **"Subscription Fee"** means the fee for a Subscription as published from time to time in Bentley's sole discretion.
- 1.28. **"Subscription License"** shall be defined as set forth in Exhibit A, Section 6.01(a) herein.
- 1.29. **"Subscription Term"** shall be defined as set forth in Exhibit A, Section 6 herein.
- 1.30. **"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.
- 1.31. **"Time Clocks"** means copy-protection mechanisms, or other security devices which may deactivate Products or Passports, including Bentley's SELECTserver, after termination or expiration of the Agreement, any applicable Subscription Term or any applicable renewal term.
- 1.32. **"Update"** means a maintenance release of a Product.

# BENTLEY SELECT PROGRAM AGREEMENT

## General Terms and Conditions

### Exhibit B

Dated as of June 2014

(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, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.

(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(e), Section 5.02(f) or Section 5.02(g) 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 Documentation 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 for claims under Section 4.01 of this Exhibit B 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 Documentation through a procedure different from that set forth in the Documentation,

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 Documentation 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 Documentation, or (b) Bentley advised Subscriber how to operate the Products so as to achieve the functionality described in the Documentation.

4.04. **Exclusion of Damages.** IN NO EVENT SHALL BENTLEY OR 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 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.**

(a) 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

## BENTLEY SELECT PROGRAM AGREEMENT

### General Terms and Conditions

#### Exhibit B

Dated as of June 2014

- 8.02. **Entire Agreement.** This Agreement, together with the Exhibits and signed Amendments, if any, incorporate the entire agreement of the parties and supersede and merge all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, 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.
- 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.** Bentley shall not 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 its 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 7.01 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 Commonwealth of Pennsylvania, 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.** In the event of any dispute, controversy or claim between the parties arising under this Agreement, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own attorney's fees, costs, and expenses incurred in such arbitration.
- 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.
- 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 June 2014**

- 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.

**LICENSE SUBSCRIPTION ORDER FORM<sup>1</sup>**

Welcome to Bentley's License Subscription Program. This order form lists the specific details of the License Subscription Program that Subscriber has agreed to participate in, as described in Exhibit LS of Subscriber's SELECT Program Agreement. This order form designates which particular License Subscription Program is applicable to Subscriber and establishes the duration of Subscriber's participation in the program, the corresponding License Subscription Fees, and other details regarding the program. This Order Form and Subscriber's SELECT Program Agreement (including any and all signed amendments and Exhibits thereto) incorporate the entire agreement of the parties and supersede and replace all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. The parties agree to the following:

- **SUBSCRIBER:** County of Riverside  
Riverside County Innovation Center  
3450 14<sup>th</sup> Street  
Riverside, CA 92501-3862
- **SELECT PROGRAM AGREEMENT CLA #:** 10362487
- **ULTIMATE ACCOUNT ID #:** 1001389910
- **APPLICABLE LICENSE SUBSCRIPTION PROGRAM:** Enterprise License Subscription (ELS)
- **ELS PROGRAM COMMENCEMENT DATE:** July 1, 2020
- **INITIAL TERM:** Program Commencement Date through June 30, 2021
- **RENEWAL TERM:** Successive one (1) year terms following the Initial Term
- **CURRENCY:** USD
- **MINIMUM ANNUAL LS FEE:** \$236,936.59
- **RESET PERIOD:** Annual
- **RESET CALCULATION SCHEDULE:** Throughout the term, Bentley shall determine the Reset Calculation for all Eligible Products during each Reset Period.
- **MEASUREMENT PERIOD:** Each calendar month during the pertinent Reset Period.
- **RANKED MEASUREMENT PERIOD PEAK:**


<b>ELIGIBLE PRODUCT</b>	<b>RANKED MEASUREMENT PERIOD PEAK</b>
AEP Products	Highest
All other Eligible Products	2 <sup>nd</sup> Highest

<sup>1</sup> Any capitalized terms used in this License Subscription Order Form (or alternatively "order form") shall have the meanings set forth in this order form, or as set forth in Subscriber's SELECT Agreement (including any and all Exhibits thereto). This License Subscription Order Form is deemed a part of Subscriber's SELECT Agreement and is therefore governed by the terms and conditions of Subscriber's SELECT Agreement and any and all Exhibits thereto.




- **AGREEMENT AND EXECUTION:** The parties agree to this License Subscription Order Form effective as of the ELS Program Commencement Date.

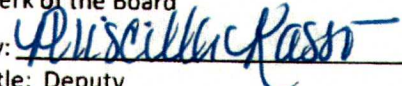
**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

Signature:   
Name: V. Manuel Perez  
Title: Chairman, Board of Supervisors  
Date: AUG 04 2020

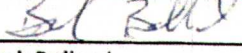
**CONTRACTOR:**  
Bentley Systems, Incorporated  
685 Stockton Drive  
Exton, Pennsylvania 19341

Signature:   
Name: James Kaiser  
Title: Vice President, Financial Operations  
Date: 07/09/2020

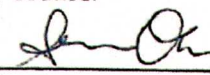
ATTEST:  
Kecia Harter-Ihem  
Clerk of the Board

By:   
Title: Deputy

**2<sup>nd</sup> Bentley Systems, Incorporated Signature below:**

Signature:   
Name: Brock Ballard  
Title: Vice President, North America  
Date: 10 JULY 2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

# BENTLEY SELECT PROGRAM AGREEMENT LICENSE SUBSCRIPTION PROGRAMS

## Exhibit LS – Fixed Fee

Dated as of June 2013

**1. Applicability.** At Subscriber's request, and upon Bentley's approval, Subscriber may be entitled to subscribe to a Bentley License Subscription Program, subject to the terms and conditions of this Exhibit LS. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

### 2. License Subscription Programs

**2.1 Overview** Upon Bentley's acceptance of Subscriber into a License Subscription Program, Subscriber shall be granted rights to Use certain Eligible Products and Bentley Passports without limitation as to the number of Employees who may Use such Eligible Products and Bentley Passports. Descriptions of Bentley's License Subscription Programs are available at [www.bentley.com](http://www.bentley.com) (with Bentley reserving the right to alter the eligibility requirements and offerings of any such License Subscription Programs at any time, in its sole discretion, and without any notice to Subscriber). Prior to participating in a License Subscription Program, Subscriber shall acknowledge a License Subscription Order Form which shall designate the details of the specific License Subscription Program in which the Subscriber is opting to participate, as well as the applicable Eligible Products and corresponding LS Fees for participation in that License Subscription Program.

**2.2 SELECT Coverage of Eligible & Ineligible Products.** During the term of Subscriber's participation in an LS Program, all Eligible Products shall receive SELECT Coverage. Ineligible Products that are: (i) Baseline Products, or (ii) licensed by Subscriber during any term, shall not be eligible for or included in the LS Program, but shall nonetheless continue to be eligible for SELECT Coverage under the terms of the Agreement for so long as the Agreement remains in effect and Subscriber is current on all outstanding invoices issued pursuant to the Agreement.

**2.3 Bentley LEARN** Certain LS Programs include the right of Subscriber to receive Bentley LEARN benefits, subject to the terms and conditions of Exhibit D, as indicated on Subscriber's License Subscription Order Form. Unless otherwise set forth on the License Subscription Order Form, ELS Programs include the right of Subscriber to receive on-site training under the Bentley LEARN program, while QLS Programs do not include such right.

### 3. Eligible Product License Grant.

**3.1 Production Use.** In consideration for full payment of the LS Fees, and provided that Subscriber is not otherwise in breach of the Agreement, Bentley hereby grants to Subscriber a non-exclusive, limited, revocable, non-transferable, non-assignable license to Use: (i) Eligible Products (excluding Non-SELECTserver Products) for Production Use during the term of the LS Program, without limitation as to the number of Employees who may Use the Eligible Products; and (ii) Non-SELECTserver Products for Production Use solely on the Device that corresponds to each node-locked license to a Non-SELECTserver Product.

**3.2 Evaluation Use.** In consideration for full payment of the LS Fee (and depending on which LS Program that Subscriber opts to participate in), Bentley hereby grants to Subscriber a limited, non-transferable, revocable, 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 SELECTserver hosted by Bentley (the "Evaluation Server"), and such licenses are not used for Production Use. Unless otherwise set forth in Subscriber's License Subscription Order Form, the duration of Subscriber's use of an Evaluation License shall not exceed ninety (90) days under an ELS Program, and shall not exceed ten (10) days under a QLS Program (each, respectively, an "Evaluation Period"). Upon the earlier of the conclusion of the Evaluation Period, the termination of the Agreement or Subscriber's participation in the LS Program, Subscriber shall discontinue use of all copies of Eligible Products used for evaluation hereunder and, upon request by Bentley, certify such destruction in writing. To the extent that an Evaluation License is used in breach of the restrictions set forth herein (an "Unauthorized Use"), Subscriber may be subject to additional LS Fees.

### 4. SELECTserver.

**4.1 SELECTserver as a Prerequisite** As a condition precedent of participating in the License Subscription Program, Subscriber must utilize fully the then current, most recent Upgrade to SELECTserver. Subscriber agrees that it shall migrate Subscriber Daily Use reporting from all of Subscriber's deployed SELECTservers to the most recent Upgrade to SELECTserver no later than twelve (12) months after its general commercial release by Bentley.

**4.2 Reporting** Where SELECTserver is not hosted by Bentley, Subscriber shall either: (i) deploy the automatic transmission facility of SELECTserver for monthly or daily transmission of usage information to Bentley; or (ii) provide Bentley with monthly delivery of all usage information created by SELECTserver. With respect to delivery of usage information under subsection (ii) above, 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 Subscriber Daily Use of Eligible Products by Subscriber during the term.

**4.3 No Modifications** Subscriber agrees that it shall not edit, alter, delete, or otherwise revise in any manner the content of the usage information generated by SELECTserver. Bentley shall treat each usage information transmission or delivery as 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.

### 5. LS Fee Calculation.

#### 5.1 Total Eligible Product Fees.

- (a) For each Reset Period, "Eligible Product Peak Usage" shall be calculated by (i) determining the maximum Subscriber Daily Use of each Eligible Product over each pertinent Measurement Period (each a "Measurement Period Peak"); then (ii) for each Eligible Product, giving these Measurement Period Peaks an ordinal ranking from highest to lowest in the Reset Period and selecting the ranked Measurement Period Peak designated by Bentley for such Eligible Product under the applicable LS Program; and, finally, (iii) adding to the selected Measurement Period Peak the number of licenses of such Eligible Product as Subscriber has designated Non-SELECTserver Products.
- (b) Eligible Product Fees shall be calculated as (i) Eligible Product Peak Usage times (ii) the then most current SELECT Program Fees as published by Bentley for the applicable Eligible Product times (iii) the Multiplier for such Eligible Product under the applicable LS Program.
- (c) Subscriber's "Total Eligible Product Fees" shall be the aggregate of the Eligible Product Fees across all Eligible Products Used by Subscriber during the Reset Period.

**5.2 Passport Fees.** For each Reset Period, Subscriber's Passport Fees shall be calculated as (i) the number of Subscriber's assigned Bentley Passport holders at the start of the Reset Period plus any new unique Bentley Passports used or assigned by Subscriber during the Reset Period times (ii) the then most current SELECT Program Fees as published by Bentley for Bentley Passports times (iii) the Multiplier for Bentley Passports under the applicable LS Program.

# BENTLEY SELECT PROGRAM AGREEMENT

## LICENSE SUBSCRIPTION PROGRAMS

### Exhibit LS – Fixed Fee

Dated as of June 2013

**5.3 LS Fees.** Subscriber's LS Fees for at least the first Reset Period(s) shall be set forth on Subscriber's License Subscription Order Form. For each subsequent Reset Period, Subscriber's LS Fees shall be the greater of the sum of (i) Subscriber's Total Eligible Product Fees and (ii) Subscriber's Passport Fees (the "Reset Calculation") for the applicable Reset Period or (ii) the LS Fee for the immediately preceding Reset Period.

#### 5.4 LS Fee Calculation Definitions.

- a) "Eligible Product Peak Usage" shall have the meaning set forth in Section 5.1(a) of this Exhibit.
- b) "License Subscription Fees" or "LS Fees" means the fees payable each Reset Period to Bentley for Subscriber's (and/or its eligible participating LS Affiliates') participation in a License Subscription Program.
- c) "LS Day(s)" means the calendar day beginning at 12:00:01 AM and ending at 11:59:59 PM in the time zone defined for each Site managed by SELECTserver. All usage log files reflecting Subscriber's Daily Use shall be translated into GMT time relative to the location of the Device on which an Eligible Product is used.
- d) "Measurement Period" means, for each Eligible Product, the period over which Subscriber Daily Use is measured and compared in order to determine a Measurement Period Peak.
- e) "Measurement Period Peak" shall have the meaning set forth in Section 5.1(a) of this Exhibit.
- f) "Multiplier(s)" shall refer to the numerical value designated in Subscriber's applicable License Subscription Order Form which is used as part of the formula to calculate Subscriber's LS Fees during the term.
- g) "Reset Period" shall mean the sub-periods during the Initial Term or any Renewal Term which include a designated number of Measurement Periods to be considered in calculating LS Fees as set forth in the License Subscription Order Form for Subscriber's LS Program.
- h) "Reset Calculation" shall have the meaning set forth in Section 5.3 of this Exhibit.
- i) "Subscriber Daily Use" shall mean the number of unique machines from which Subscriber and/or its participating LS Affiliates Use an Eligible Product during an LS Day.
- j) "Total Eligible Product Fees" shall have the meaning set forth in Section 5.1(c) of this Exhibit.

#### 6. LS Program Fees & Payment Terms.

**6.1 LS Fees.** Subscriber's LS Fees for the Initial Term and any Renewal Term(s) shall be set forth on Subscriber's License Subscription Order Form.

**6.2 Invoice and Payment.** Unless otherwise set forth in Subscriber's License Subscription Order Form, payment of all LS Fees for the Initial Term and any Renewal Term(s) shall be made annually or quarterly in advance by Subscriber and shall be due to Bentley within thirty (30) days of receipt of an invoice. Subscriber's failure to remit payment of the appropriate LS Fee shall:

(i) give Bentley the right to immediately suspend Subscriber's participation in the License Subscription until such time that the appropriate LS Fee is paid in full; and (ii) be treated as a material breach of the Agreement. For clarity, for any Ineligible Products licensed by Subscriber that are not included in the LS Program, Bentley shall invoice Subscriber for the SELECT Program Fees for such Ineligible Products.

**6.3 LS Fee Adjustment.** The parties agree that Bentley may adjust the LS Fee for the then current year of an Initial or Renewal Term in the event additional Subscriber Sites are added to the License Subscription Program. Moreover, in the event Bentley designates additional Eligible Products during any year of an Initial or Renewal Term, Subscriber shall have the rights, benefits and obligations set forth herein with respect to such additional designated Eligible Products.

#### 7. Term and Termination.

**7.1 Term.** The initial term for Subscriber's LS Program subscription shall be designated on Subscriber's License Subscription Order Form, and shall commence on the date set forth therein (the "Initial Term"). This LS Program subscription will terminate at the expiration of the Initial Term. Upon concurrence of the parties, the LS Program subscription may be extended for a like term 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 the LS Program for an additional term ("Renewal 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 the LS Program, the parties shall execute an appropriate amendment extending the term prior to the expiration of the then current term. If parties do not agree to an extension, the LS Program shall expire according to its terms, unless earlier terminated.

**7.2 Termination.** Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate Subscriber's participation in the LS Program upon thirty (30) days prior written notice in the event Subscriber is in breach of the terms and conditions of this Exhibit and/or Agreement, 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 within the aforementioned thirty (30) day cure period.

**7.3 Event of Termination.** In the event of a termination, expiration or non-renewal of Subscriber's participation in the LS Program and/or the Agreement, Subscriber's rights to participate in the LS Program 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 Subscriber opts not to continue participating in the LS Program only, SELECT Coverage for such Baseline Products will continue under the terms and conditions of this Agreement, and Subscriber shall remove all Eligible Products, except for the Baseline Products, from Subscriber Sites no later than fourteen (14) days after the Subscriber's participation in the LS Program has ceased.

**7.4 Lack of Appropriations.** Bentley and the Subscriber understand and intend that the obligation of the Subscriber to pay the LS Fees 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 LS Exhibit upon giving thirty (30) days written notice prior to the expiration of the then current term. Thereafter, this LS Exhibit will terminate at the expiration of the then current term without any further