

E-ON SOFTWARE END USER LICENSE AGREEMENT

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TERMS AND CONDITIONS

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- 1.1. **"Device"** means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, Server, or other electronic device used by a User.
- 1.2. **"Documentation"** means descriptive, interactive, or technical information resources pertaining to the Software.
- 1.3. **"Effective Date"** means the User's acceptance of the terms of this EULA.
- 1.4. **"Object Code"** means the Software 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.
- 1.5. **"Software"** means VUE, PlantFactory, and PlantCatalog provided for free download.
- 1.6. **"Site"** means the geographic boundaries of a single Country within which User uses or manages the operation of the Software.
- 1.7. **"Use"** (whether capitalized) means utilization of the Software by an individual.
- 1.8. **"User"** shall refer to any individual using the Software after having accepted the terms of this EULA.
- 1.9. **"User Made Assets"** means any procedural or static model files, textures, and meshes (and any part of the foregoing) that are created using the Software.

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4.1. Term.

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4.2. Termination. If User breaches the terms and conditions of this EULA, Bentley may terminate this EULA without prejudicing any of its other rights. In such event, User must destroy and remove all copies of the Software from User's Device(s).

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14. Entire Agreement. This EULA incorporates the entire agreement of the parties and supersedes and merges all prior oral and written agreements, discussions, and understandings between the parties with respect to the subject matter hereof.

15. Amendments. Except as otherwise contemplated herein, this EULA may only be amended or modified by a writing duly executed by authorized representatives of the parties.

16. GOVERNING LAW. This EULA will be governed by and construed in accordance with the substantive laws in force in Ireland.

17. 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 Dublin, Ireland in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce. 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 legal fees, costs, and expenses incurred in such arbitration.

18. NOTICES. Please send all notices under this EULA to Bentley Systems International Limited Attn: Legal Department, 6th Floor, 1 Cumberland St, Fenian St, Dublin 2, D02 AX07, Ireland.