

Product Specific Terms for Moata Intelligent Content

1 Introduction

- 1.1 These are our Product Specific Terms for Moata Intelligent Content and should be read in conjunction with our General Terms. They set out the terms and conditions that apply specifically in respect of Moata Intelligent Content. These Product Specific Terms only apply to you, and shall only form part of a Contract between you and us, where you have subscribed to Moata Intelligent Content under the Contract.
- 1.2 Words and expressions defined in these Moata Intelligent Content Product Specific Terms have the meanings given to them in these terms and conditions. Other words and expressions defined in our General Terms and Data Protection Terms have the same meaning in these Moata Intelligent Content Product Specific Terms.

2 Moata Intelligent Content definitions:

Words and expressions defined in our General Terms have the same meaning in these Moata Intelligent Content Product Specific Terms. In addition, words and expressions defined in these Moata Intelligent Content Product Specific Terms have the following meanings:

"**Bentley Cloud Services**" means the services set out in [Bentley Cloud Services Overview - Licensing, Cloud and Web Services Wiki - Licensing, Cloud and Web Services - Bentley Communities](#) (excluding the Customer Catalogue), access to which will be provided to you under the Bentley Cloud Services Terms and Conditions;

"**Bentley Services Terms and Conditions**" means the terms and conditions set out in the Appendix to these Product Specific Terms;

"**Bentley**" means Bentley Systems, Incorporated, a Delaware corporation, having its principal place of business at 685 Stockton Drive, Exton, PA 19341;

"**Component Specification**" means the specifications for the Creation Components and the Curation Components;

"**Components**" means the Creation Components or the Curation Components;

"**Creation Catalogue**" means the catalogue of Creation Components;

"**Creation Component**" means the components created by us as part of Moata Intelligent Content;

"**Curation Component**" means the Uploaded Components which are curated by us as part of Moata Intelligent Content;

"**Curation Catalogue**" means the catalogue of Curation Components;

"**Gross Negligence**" means serious negligence amounting to conscious and reckless disregard or indifference to an obvious or foreseeable risk;

"**Intellectual Property**" means all intellectual property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, specification, improvement, technique, copyright, unregistered design right, technical information or drawing, including rights in computer software and data base and topographic data rights;

"**Moata Intelligent Content**" means the service and access provisioned by Mott MacDonald to a custom library of parametric ("intelligent"), data-rich digital objects;

"**Project Catalogue**" means a combination of the Creation Catalogues, Shared Catalogues and the Curation Catalogues selected by us;

"**Project**" means the various projects from time to time for which Moata Intelligent Content may be used;

"**Shared Catalogue**" means a combination of Creation Components and Curation Components;

"**Software**" the online software application provided by us as part of Moata Intelligent Content, which includes access to Bentley Cloud Services; and

"**Uploaded Component**" means the components uploaded to Bentley Cloud Services by you.

3 Moata Intelligent Content

- 3.1 Our **Moata Intelligent Content** product is an award-winning digital solution that provides access to a managed library of digital engineering content. It enables rapid deployment of assured digital components for infrastructure projects. This Moata solution is provided in conjunction with the Bentley Systems Components Centre. A summary of key features is available on our website at <https://www.mottmac.com/digital/moata-intelligent-content-learn-more>.

- 3.2 If you have subscribed to Moata Intelligent Content under a Contract, the key details relating to your Moata Intelligent Content subscription, including the Moata Intelligent Content subscription package you have selected, will be set out in the Order Form.

4 Using Moata Intelligent Content

In respect of a Contract under which you have subscribed to Moata Intelligent Content, you and your Users may, subject to the further provisions of the Contract (and, in particular, our General Terms and these Moata Intelligent Content Product Specific Terms), access and use Moata Intelligent Content through Moata pursuant to the Moata Licence in connection with the Agreed Scope of Use.

5 Your obligations

- 5.1 You acknowledge that:
- we will rely on the accuracy, sufficiency and consistency of all information provided by you or on your behalf; and
 - you shall not be permitted to edit any Components.
- 5.2 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction or data harvesting) on or in relation to Moata Intelligent Content, including the Bentley Cloud Services.
- 5.3 You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- your default or breach of this agreement;
 - your use of the Components or the Project Catalogue;
 - any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Curation Components;
 - any claim made against us arising from use of the Components by third parties; or
 - your breach of the Bentley Services Terms and Conditions howsoever arising.

5.4 The indemnity in Section 5.3 of these Product Specific Terms shall not cover us to the extent that a claim under it results from our Gross Negligence or wilful misconduct.

5.5 You shall: (a) be responsible for all your use of Moata Intelligent Content; and (b) notify us immediately if you suspect or become aware of any unauthorised use. We accept no liability for any losses, damages or costs arising from or relating to your failure to comply with these requirements.

6 Bentley Cloud Services

6.1 Your access and use of the Bentley Cloud Services is subject to the Bentley Cloud Services Terms and Conditions.

6.2 We may treat your breach of the Bentley Services Terms and Conditions as a breach of this agreement.

6.3 You shall (i) promptly notify us in writing of and keep us advised with respect to any claim of intellectual property infringement in relation to the Bentley Cloud Service, and (ii) provide to us all available information, assistance and authority to defend; including the right for us and Bentley to: (A) participate in any defence to the extent that, in its judgment, you may be prejudiced thereby; (B) suggest non-infringing means of using or suggest modifications to the Bentley Cloud Service to render it non-infringing, as applicable; (C) negotiate and procure the right, if necessary, to use the Bentley Cloud Service; (D) approve any settlement offer made by or to us that affects the rights granted to you hereunder; and (E) request the replacement or modification of the Bentley Cloud Service by Bentley so that it becomes non-infringing or, if such remedies are not reasonably available, the right to terminate your access to Moata Intelligent Content forthwith by notice in writing and without liability with respect to such termination to us.

7 Warranties

7.1 You are aware, acknowledge and agree that your use of the Bentley Cloud Services, Components and Project Catalogue are at your sole risk and that the Bentley Cloud Services, Components and Project Catalogue, are provided "as is" and "as available". All Components are downloaded at your own discretion and risk and you are solely responsible for any damage to your computer system or other device that results from the download or use of any such Component.

7.2 Notwithstanding anything else to the contrary in this Contract, to the fullest extent permitted by law, we make no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, or fitness for a particular purpose with respect to Moata Intelligent Content, the Bentley Cloud Services, the Project Catalogue, the Components or the Component Specifications. In particular, we do not represent or warrant that:

- (a) your use of the Bentley Cloud Services, the Project Catalogue, or Components or the Component Specifications will meet your requirements or expectations;
- (b) the Bentley Cloud Services, the Project Catalogue, the Components or the Component Specifications will be available, accurate, reliable or error-free; or
- (c) Moata Intelligent Content will be error-free or uninterrupted.

7.3 The warranties stated in these Product Specific Terms are the sole and exclusive warranties provided to you in connection with the provision of Moata Intelligent Content, the Bentley Cloud Services, the Catalogue, Components and the Component Specifications and are in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose.

8 Our Liability

8.1 Subject to Clause 18.1 of the General Terms, we shall have no liability, whether direct or indirect and whether arising in contract, tort, equity or otherwise, under or in connection with this agreement, including:

- (a) the use of Bentley Cloud Services, including any unavailability of, or errors or omissions in the Bentley Cloud Services;
- (b) any use or inability to use the Components or the Project Catalogue; and,
- (c) any defect or inaccuracy in the Components, Component Specifications or the Project Catalogue,
- (d) except to the extent such liability arises directly from the Gross Negligence or wilful default of us or our employees.

8.2 Subject to Clause 18.1 of the General Terms, and notwithstanding Clause 18.5 of the General Terms, under no circumstances will either party be liable for (a) any direct or indirect loss of production, loss of profit, loss of product, loss of or damage to data or documentation, loss of use, loss of business or business interruption, loss of revenue or loss of contract; (b) for any indirect or consequential loss or damage, in each case which may be suffered or incurred by the other party in connection with this agreement; or (c) liabilities to third parties arising from any source even if the party from which such damages are sought has been advised of the possibility of such damage.

8.3 In the event of any loss, destruction, damage, or corruption of the Components or Uploaded Components caused by the Software, we shall, as our sole obligation and liability and as your sole remedy, use commercially reasonable efforts to restore the Components or Uploaded Components from our then-current backup of such Components or Uploaded Components.

9 Termination and Suspension

9.1 Without prejudice and in addition to Clause 19 of the General Terms:

- (a) we may suspend your access to Moata Intelligent Content if your payment of invoiced and undisputed fees is past due for more than forty-five (45) days;
- (b) without affecting any other right or remedy available to us, we may terminate your access to Moata Intelligent Content on giving you not less than 30 (thirty) days' written notice; or
- (c) we may terminate your access to Moata Intelligent Content on immediate written notice in the event that your access to the Bentley Cloud Services is terminated or has otherwise ended for any reason.

10 Intellectual Property

10.1 We acknowledge that all Intellectual Property rights in the Uploaded Components belong to you or your licensors (as the case may be), and we shall have no rights in or to the Uploaded Components other than as set out in Section 10.2 in these Product Specific Terms.

10.2 You grant to us a royalty-free, non-exclusive, worldwide licence to use the Uploaded Components for the purposes of providing Moata Intelligent Content.

10.3 The legal and beneficial ownership of all Intellectual Property in the Components prepared or developed by or on behalf of us in the course of providing Moata Intelligent Content shall remain vested in us. Upon full payment of the fees due under the agreement, we shall grant to you an irrevocable, royalty-free, non-exclusive licence to use all rights, titles and interest in any such Intellectual Property in the Components during the Term in connection with the construction, completion, maintenance, reinstatement, repair, letting, promotion and/or advertisement (whether by you or by a third party authorised by you) of the Project.

10.4 We shall have no liability for any use of the Intellectual Property in the Components other than for the purposes for which it was originally intended, as more particularly described in a Component Specification.

10.5 Notwithstanding anything else to the contrary in this Contract, you shall indemnify us against all losses, damages, liabilities and expenses (including legal expenses) incurred by us as a result of or in connection with any third-party claim that our use of Uploaded Components infringes any Intellectual Property belonging to a third party.

11 Data protection

As part of our provision of Moata Intelligent Content, Bentley Systems will process some of your personal information (email address, in particular) in order to create an account to access Moata Intelligent Content. Detail of this sub-processing are given in the Data Protection Terms, sub-processors table.

12 Additional terms and conditions

Additional terms in relation to Bentley Cloud Services apply, as described in the Appendix.

13 Other

Sections 1, 5.3, 7, 8, 10, 11 and 13 of these Moata Intelligent Content Product Specific Terms shall survive the termination or expiry of your subscription to Moata Intelligent Content, and the termination of any Contract of which these Moata Intelligent Content Product Specific Terms form part, and shall continue to apply, as shall any other provision which by its nature is intended to survive such termination or expiry.

Appendix: Additional terms and conditions

BENTLEY SERVICES TERMS AND CONDITIONS

YOU AGREE TO BE BOUND BY THESE TERMS BY ACCESSING OR USING THE CLOUD SERVICES

By accepting the terms contained herein, Bentley hereby grants Subscriber a non-exclusive, non- transferrable, limited license to use and access the specified hosted environment (the "Cloud Services") subject to these terms. Subscriber acquires only the right to use the Cloud Services and does not acquire any rights of ownership to any product or site. Bentley and its suppliers retain all rights, title and interest in the products and the site, and any use of the Cloud Services beyond evaluation purposes shall constitute a material breach of these terms. Subscriber is prohibited from removing or modifying any marking or notice of ownership and proprietary rights from any product or site.

By signing this acknowledgement or by accessing or using the Cloud Services, you agree that you have read, understand, and agree to be bound by these Terms and Conditions. If you are accessing or using the Cloud Services on behalf of an organization, you are agreeing to these Terms on behalf of that organization and undertaking that you have the authority to bind that organization to these Terms. YOUR ACCEPTANCE OF ALL OF THESE TERMS IS A CONDITION TO YOUR RIGHT TO ACCESS OR USE THE CLOUD SERVICES.

1. Privacy

Bentley's use of the information, files, and folders that you upload (together, "your information") and your responsibilities in connection with protecting your privacy are described in Bentley's Privacy Policy <http://www.bentley.com/en-US/Corporate/Privacy+Policy.htm>. By your use of the Cloud Services, you grant Bentley permission to interact with the content of your files and folders only to the limited extent necessary to perform operations selected by you including, but not limited to, viewing, securing and, searching the content.

2. Acceptable Use

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Cloud Services, and it is your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

You agree to use the Cloud Services only for lawful purposes. Specifically, YOU HEREBY AGREE THAT YOU SHALL NOT USE THE CLOUD SERVICES TO DO ANY OF THE FOLLOWING:

1. Upload, post or otherwise transmit:

- any data or content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non- disclosure agreements);
- any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or
- any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

2. Intentionally or negligently upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any user, host, or network, computer software, hardware or telecommunications equipment, for example, overloading, flooding, spamming, or mail-bombing any part of the Cloud Services;

3. Intentionally or negligently interfere with or disrupt the Cloud Services or a network connected to the Cloud Services, or disobey

any requirements, procedures, policies or regulations of networks connected to the Cloud Services;

4. Probe, scan, or test the vulnerability of any system or network, or breach or otherwise circumvent any security or authentication measures;
5. Access, tamper with, or use shared areas of the Cloud Services you have not been invited to;
6. Engage in any other conduct that restricts or inhibits anyone's use of the Cloud Services or which, as determined by Bentley, may harm Bentley or users of the Cloud Services or expose them to liability.

Bentley reserves the right, but does not assume any responsibility, to remove any material posted to the Cloud Services which Bentley, in its sole discretion, deems inconsistent with the foregoing commitments, including any material that Bentley has been notified, or has reason to believe, constitutes a copyright infringement, and to terminate any user's access to all or part of the Cloud Services. However, Bentley can neither review all material before it is posted to the Cloud Services nor ensure prompt removal of objectionable material after it has been posted. Accordingly, Bentley assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. Bentley reserves the right to take any action it deems necessary to protect the users of the Cloud Services; however, Bentley has no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph. Your failure to comply with the Acceptable Use provisions of these Terms may result in termination of your access to the Cloud Services and may expose you to civil and/or criminal liability.

1. Support

Support for this non-production service will be provided via your designated project team only and explicitly not via the Bentley Service Request Manager or general Bentley Service Desk. No emergency tickets may be entered against this system.

2. Availability

No SLA is provided on system availability or on response or resolution times for this system

3. Security

You, and not Bentley, are responsible for maintaining and protecting all of your information. Bentley will not be liable for any loss or corruption of your information, or for any costs or expenses associated with backing up or restoring any of your information.

4. Software

If the use of the Cloud Services requires you to download a client software package ("Software"). Bentley hereby grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Software. The Software may be used only by you and solely to access the Cloud Services. The Software is licensed, not sold, to you by Bentley and is subject to these Terms and the applicable End User License Agreement ("EULA"). Your license to use the Software is automatically revoked if you violate these Terms or the EULA in any manner. Bentley retains title to the Software and hereby reserve all rights in the Software not expressly granted in these Terms.

5. Reservation of Rights

Neither these Terms nor your use of the Cloud Services or the Software grant you any right, title, or interest therein or in the content thereof. The Cloud Services and the Software and other technology we use to provide the Cloud Services are proprietary to Bentley and its affiliates or licensors and are protected by the laws of the United States and authorities based outside of the United States regarding copyrights, trademarks, trade secrets and other proprietary rights.

You are authorized to use the Cloud Services and the Software for legitimate business purposes related to your role as a Bentley customer. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the Cloud Services without the prior written consent of Bentley. Neither the title nor any intellectual property rights to any information or material in the Cloud Services are transferred to you, but remain with Bentley or its

licensors. You may not reproduce, sell or exploit for any commercial purposes any part of the Cloud Services, access to the Cloud Services, or use of any services or materials available through the Cloud Services.

6. Cloud Services Available "As Is"

THE CLOUD SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. BENTLEY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. BENTLEY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE USE, RESULTS, QUALITY, SUITABILITY, TRUTH, ACCURACY, COMPLETENESS OR HELPFULNESS OF ANY OF THE CLOUD SERVICES OR RELATED DOCUMENTATION. BENTLEY MAKES NO WARRANTY OR REPRESENTATION THAT THE CLOUD SERVICES OR RELATED DOCUMENTATION WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. THE SERVICES ARE NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF ENGINEERS IN THE DESIGN AND ENGINEERING OF BUILDINGS AND

OTHER INFRASTRUCTURE. For purposes of this paragraph, Bentley and Bentley's licensors are collectively referred to as "Bentley."

7. Limitation of Liability

BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING OR COPYING THE CLOUD SERVICES OR RELATED DOCUMENTATION, OR OTHER MATERIALS OR INFORMATION OBTAINED THROUGH THE CLOUD SERVICES. BENTLEY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) RESULTING FROM THE USE OR INABILITY TO USE THE CLOUD SERVICES, HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF BENTLEY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO HOLD BENTLEY

HARMLESS FROM, AND YOU AGREE NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM YOUR USE OF OR INABILITY TO USE THE CLOUD SERVICES, RELATED DOCUMENTATION OR OTHER MATERIALS AND INFORMATION OBTAINED BY YOU THROUGH THE CLOUD SERVICES.

8. Indemnification

You agree to indemnify and hold harmless Bentley and its officers, directors, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in delivery of the Cloud Services from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of these Terms or your use of the Cloud Services or information obtained therefrom.

9. Governing Law and Disputes

If you are located outside the geographic boundaries of the United States or Canada, your use of and access to the Cloud Services will be governed by and construed in accordance with the substantive laws in force in Ireland, and the courts located in Ireland shall have exclusive jurisdiction over all disputes relating to these Terms. If you are located within the geographic boundaries of the United States or Canada, your use of and access to the Cloud Services will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, and the state courts located in Chester County, Pennsylvania and the federal courts located in Philadelphia, Pennsylvania shall have exclusive jurisdiction over all disputes relating to these Terms.