

This End User Licence Agreement and Terms of Service (this “Agreement”) governs your access to and use of the Bentley Network mobile application (including all related documentation, the “Application”). By downloading, installing and using the Application, you are entering into this Agreement, and you agree that this is a legal contract between you, an individual subscriber, customer, member or user (who we refer to as “you”), and Bentley Motors Limited (which we refer to, together with our affiliated companies, as “we” or “us”, depending on the context).

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING THE «AGREE» BUTTON AND DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ARE LEGALLY BOUND BY ITS TERMS.

## 1. THE BENTLEY NETWORK

The Bentley Network is a mobile application that will allow Bentley owners across the globe to stay connected and use value-added services provided by Bentley on their tablet or smartphone (which we refer to as a “Device”).

You understand that your ability to use the Application is subject to your Device meeting the requirements for download (including technical capabilities and available storage space). In addition, you understand that functioning of certain features of the Application will depend on external factors, such as aerial cover required for geo-tracking services, reception service areas, and failures or outages in telephone or internet service, over which we have no control and for which we shall have no liability.

## 2. REGISTRATION AND ACCOUNT CREATION

### A. CREATING AN ACCOUNT

To subscribe for and use the Application, you must create an account through the Application. In creating an account, you will be required to provide certain information, including your name (first name and family name), a unique email address, and your Vehicle Identification Number. You will also be required to establish a unique password for your account. The personal information that you provide will be subject to the Bentley Network Privacy Policy

### B. RESPONSIBILITY FOR ACCOUNT

You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to the Application and to your Device. You agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to us at registration and at all other times, including all representations, warranties and agreements made by you in this Agreement, are and will at all times be true, accurate, current, and complete. If you need to update or change any information provided to us, you may do so by accessing your account through the Application, except that you cannot in any manner revise or change any representations, warranties or agreements made by you in this Agreement

### C. NOTIFICATION OF COMPROMISED ACCOUNTS

If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorised use of the Device, or a loss, theft or unauthorised disclosure or use of your account ID or password), then you agree to immediately notify us. You may be liable for the losses incurred by us or others due to any unauthorised use of your account.

## 3. LICENCE

### A. LICENCE GRANT

Subject to the other terms of this Agreement, we grant you a limited, non-exclusive and non-transferable licence to download, install and use the Application for your personal, non-commercial use on a single Device.

#### B. RESTRICTION

This licence does not allow you to use the Application on any mobile device or tablet that you do not own, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Applications, any updates, or any part thereof (except as and only to the extent any of these restrictions is prohibited by applicable law). You also may not remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application. Any attempt by you to take any such action is a violation of our rights. If you breach this restriction, you may be subject to prosecution and damages.

#### C. RESERVATION OF RIGHTS

You acknowledge and agree that the Application is provided under a licence, and is not sold to you. You therefore do not acquire any ownership interest in the Application or any rights to use the Application other than in accordance with the license and this Agreement. We reserve and shall retain our entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto.

#### 4. ELIGIBILITY

By clicking the “I Agree” button or by otherwise using the Application, You represent that you (a) are at least 18 years of age, (b) have the legal capacity to enter into this Agreement, (c) have not been previously suspended or removed from using the Application.

#### 5. COMMUNITY STANDARDS GUIDELINES

The Bentley community is intended to encourage cooperative and respectful interaction among Bentley owners worldwide. We therefore have put in place community standards guidelines to which you and our other users are subject.

##### A. SHARING YOUR CONTENT AND INFORMATION

The term “content” refers to any information, ideas, opinions, text, images, photos, audio, video, location data, and all other forms of data or communication. You own all content that you choose to share on the Application, and you are in control of how it is shared through your privacy, Application, and Device settings.

- You are solely responsible for all content that you submit or transmit to or through the Application.
- You assume all risks associated with your content, including anyone’s reliance on its quality, accuracy, or reliability, or any disclosure by you of any content that makes you personally identifiable.
- If the content is covered by any intellectual property rights, such as photos and videos (“IP Content”), you represent and warrant that you have the legal right to post and share such IP Content, either because you own it or because you have obtained all required permissions from the owner.

- You grant us a non-exclusive, transferable, sub-licensable, royalty-free worldwide licence to use any IP Content that you post on or in connection with the Application. This licence will end when you delete the applicable IP Content or close your account, except you understand that if you have shared your IP Content with others, it will remain available until deleted by those persons.
- When you use the Application, the Application may ask for your permission to access your content and information, such as your photo library and location-based information. If you grant this permission, you understand that it will be available on the Application and may be viewed by others.

#### B. COMMUNITY SAFETY

Members of the Bentley Network are required to use their real names on the Application. The Application will display, for each user, the user's first name, and the first initial of the user's last name (for example, member John Doe will appear to other users as "John D."). In addition, the Application will display information about your location (unless you turn off location-based services, which will not enable you to use many features of the Application). We cannot guarantee the safety of the members of the Bentley community and users of the Application. However, so that we may attempt to maintain a secure environment, you agree that you will not, under any circumstances:

- use the Application for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy;
- use the Application, or any information you obtain from the Application, to bully, intimidate, harass, assault or otherwise physically or emotionally harm any other user;
- post content that is hate speech, that is threatening or pornographic, that incites violence, that contains any nudity or graphic or gratuitous violence, or that otherwise would be reasonable expected to offend other members of the Bentley Network;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, access any accounts of other users of the Application, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Application, or perform any other similar fraudulent activity;
- download, install or activate the Application on any Device that is not owned by you;
- collect any data using the Application from a Device that is not owned by you without the knowledge and written consent of the owner;
- collect users' content or information, or otherwise use the Application, using automated means (such as robots, spiders, or scrapers);
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Application, features that prevent or restrict use or copying of any content accessible through the Application, or features that enforce limitations on the use of the Application;
- use the Application to send any unsolicited or unauthorized communication, such as spam or other junk mail; or
- intentionally interfere with or damage operation of the Application or any other party's use of the Application by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Although we have put these Community Standards Guidelines in place and reserve all rights to monitor the Application for any reason and to remove any content that we deem to be inappropriate, we are under no obligation to enforce these standards or to remove any content. You understand that by using the Application, you may be exposed to content that you find offensive or

inappropriate. If that happens, your only remedy is to avoid that content by not using the Application. In addition, you understand that by using the Application and posting content, you will be providing other members of the community with information regarding your location, your hobbies, and any other information about you that is contained in that content. If you do not wish other people to have this information, your only choice is not to share it.

You understand that opinions and statements expressed by users of the Application are theirs alone, not ours. We do not endorse or guarantee the accuracy or completion of any content posted by any users, and we assume no responsibility or liability relating to any content that is posted by any users.

## 6. COMMUNICATIONS FROM US

By creating an account, you agree to receive certain communications from us in connection with the Application. We may be required to notify you in order to communicate with you about the Application. You can opt out of communications that are not essential to the use of the Application through your Device settings.

## 7. UPDATES AND CHANGES TO THE APPLICATION

We may, from time to time in our sole discretion, develop and make available Application updates, such as upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete certain features and functionality associated with the Application. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Depending on the Device settings, when the Device is connected to the internet, either (a) the Application will automatically download and install all available Updates; or (b) you may receive a notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates, and understand that the Application may not function properly if you do not. You also agree that this Agreement will govern any Updates.

## 8. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time. You agree that you will check this Agreement periodically for changes. You understand that your continued use of the Application after the posting of changes constitutes your binding acceptance of such changes.

## 9. OWNERSHIP AND PROPRIETARY RIGHTS

The Application is owned and operated by Bentley Motors Limited and its affiliated companies. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Application provided by us (the "Materials") are protected by copyright, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Application are the property of us or our affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names (including Bentley and the Bentley Network) are proprietary to us or our affiliates and/or third-party licensors.

## 10. TERMINATION

This Agreement (as it may be modified) will be in effect from the time you download the Application, and will continue in effect until terminated as provided below.

#### A. TERMINATION BY US

You agree that we, in our sole discretion, may discontinue providing access to the Application, or any part thereof, with or without notice and without liability to you or any other person, if (1) you breach any term of this Agreement, (2) we believe that you are using the Application to conduct fraudulent, abusive or illegal activities, (3) we believe that the Device has been lost or stolen, or (4) we are prohibited by the makers of the Device or the providers of your Device platform (such as Apple or Google) from providing the Application on the Device; (5) you cease to own a Bentley vehicle; and (6) in any event in which in Bentley's reasonable opinion, access should be terminated. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity.

#### B. TERMINATION BY YOU

Your only remedy with respect to any dissatisfaction with (1) the Application, (2) this Agreement, (3) any policy or practice in operating the Application, or (4) any content or information transmitted through the Application, is to terminate your account and remove the Application from the Device. You may terminate your account by deleting your account, discontinuing use of the Application and removing the Application, and any copies, from the Device.

You understand that termination of this Agreement, or of your use of the Application, will not terminate your obligations under this Agreement that are intended to survive termination.

### 11. INDEMNIFICATION

You agree to indemnify, save, and hold us, our affiliated companies, contractors, employees, agents and our third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Application, any violation by you of this Agreement, and any breach of the representations, warranties, and covenants made by you. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

### 12. DISCLAIMERS; NO WARRANTIES.

#### A. NO WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE APPLICATION WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

#### B. "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS"

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT, THIRD PARTY MATERIALS, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

### C. FUNCTIONALITY

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND, THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR OMISSIONS WILL BE AVAILABLE.

### D. NO GUARANTEE OF SAFETY

YOU UNDERSTAND THAT WE ARE PROVIDING THE APPLICATION FOR YOUR CONVENIENCE AND THAT WE DO NOT OFFER OR PURPORT TO OFFER ANY WARRANTIES OR GUARANTEES REGARDING YOUR SAFETY.

### E. APPLICABILITY OF THIS SECTION

YOU EXPRESSLY ACKNOWLEDGE THAT "WE", WHEN USED IN THIS SECTION, INCLUDES OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUPPLIERS, LICENSORS AND SUBCONTRACTORS.

## 13. LIMITATION OF LIABILITY AND DAMAGES

### A. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, OR ANY CONTENT OR SERVICES AVAILABLE THROUGH THE APPLICATION, FOR:

- PERSONAL INJURY OR PROPERTY DAMAGE;
- ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON- PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER); or
- DIRECT DAMAGES IN AMOUNTS THAT EXCEED £50.

THE ABOVE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE OR IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### B. DEVICE CHARGES

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL CHARGES IMPOSED BY YOUR DEVICE CARRIER WITH RESPECT TO YOUR USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION ALL TEXT MESSAGING CHARGES, ROAMING AND INTERNATIONAL CHARGES, AND USAGE AND OVERAGE CHARGES CHARGED BY YOUR CARRIER. IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR ANY OTHER PARTY RELATING TO ANY CHARGES IMPOSED BY YOUR DEVICE CARRIER RELATING TO YOUR USE OF THE APPLICATION.

### C. THIRD PARTY MATERIALS

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY THIRD PARTIES OR OTHERWISE BY THIRD PARTIES OTHER THAN US.

#### D. BASIS OF THE BARGAIN

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE OFFERED THE APPLICATION AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US. WE WOULD NOT BE ABLE TO PROVIDE THE APPLICATION TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### E. CLAIMS

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 14. ENTIRE AGREEMENT

This Agreement and the Privacy Policy constitute the entire agreement between you and us relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to this Agreement or the Privacy Policy made by us.

#### 15. GOVERNING LAW

This Agreement is subject to English Law and you agree that the courts of England and Wales shall have exclusive jurisdiction to hear any matter relating to this Agreement.

#### 16. ACKNOWLEDGMENT REGARDING APPLE

You acknowledge that this Agreement is between you and us only, and not with Apple. We, and not Apple, are responsible for the Application and its content (except that we have no responsibility for any user-generated content). Apple has no warranty obligation whatsoever with respect to the Application. We, and not Apple, will be solely responsible for addressing any claims relating to the Application, and in the event of any third party claim that the Application or your possession and use of the Application infringes any third party's intellectual property rights, we, and not Apple, are solely responsible for the investigation, defence, settlement and discharge of that claim. Apple and its Subsidiaries are third party beneficiaries of this Agreement, and Apple will have the right to enforce this Agreement against you.

#### 17. ACKNOWLEDGMENT REGARDING GOOGLE

You acknowledge that this Agreement is between you and us only, and not with Google. We, and not Google, are responsible for the Application and its content (except that we have no responsibility for any user-generated content). Google has no warranty obligation whatsoever with respect to the Application. We, and not Google, will be solely responsible for addressing any claims relating to the Application, and in the event of any third party claim that the Application or your possession and use of the Application infringes any third party's intellectual property rights, we, and not Google, are solely responsible for the investigation, defence, settlement and discharge of that claim. Google and

its Subsidiaries are third party beneficiaries of this Agreement, and Google will have the right to enforce this Agreement against you.