

ADINA
Order of Computer Programs

Bentley Systems, Inc., 685 Stockton
Drive, Exton, PA 19341 U.S.A

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for University Education Use Only

The Party ("User") whose name appears on the reverse hereof orders from Bentley Systems, Inc. ("Bentley") to license subject to the terms and conditions contained on this page and reverse hereof the following programs and/or documentation to be supplied in accordance with the terms and instructions and prices indicated or to be indicated below as follows:

A. PROGRAMS

ADINA Structures, CFD, EM, Thermal, AUI, ADINA-M

Student Edition (900 Nodes)

Accepted total price for the license of the requested programs

U.S. \$ .....

The User recognizes that this is a significantly discounted license fee, and will refer to Bentley and the underlying theoretical papers in any publication based on results obtained using Bentley.

B. DOCUMENTATION

All program manuals are contained on the CD.

The documentation is in the English language.

C. MEDIA INFORMATION

The executable programs are supplied on CD-ROM containing the ordered program code, documentation, input data for selected test cases and output data for same test cases.

A CD of the 900 nodes version of the programs will be included in each new order.

Program versions:

Windows 64-bit Linux 64-bit

Licenses type:

Node-locked Floating

D. BILLING AND ADDRESSES

Accepted total price to be paid by User to Bentley within 30 days upon receipt of invoice:

U. S. \$ No support is provided.

In addition, the User shall bear the cost of any applicable taxes including sales tax and custom duties. In case the payment of the User is late, the User accepts an interest rate of 1.5 percent per month.



PROGRAMS AND/OR DOCUMENTATION TO BE MAILED TO:

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Tel. No. ....

Fax. No. ....

Email .....

INVOICE TO BE MAILED TO:

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User Order No. ....

E. ORDER AND ACCEPTANCE PROCEDURE

Read the terms and conditions on this side and the reverse side hereof; fill in two copies.

The User's authorized representative shall sign on page 3 of this User License.

Mail the two copies to Bentley Systems, Inc., 71 Elton Avenue, Watertown, MA 02472, U. S. A.

Upon acceptance, Bentley will sign the two copies and return one copy to the User under the mailing address for programs in D.

Shipping is included in the price.

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User License Conditions

1. Acceptance. The ordered computer programs on the reverse hereof and such program(s) ordered separately, and any new versions, updates or additions if provided, are hereafter called the "Program". Bentley Systems, Inc. ("Bentley") hereby grants and the undersigned ("User") accepts a non-transferable and non-exclusive license for the load modules of the Program upon the agreements, prices, terms and conditions contained in the User License Conditions on this side and in the information on the reverse hereof.

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The User designates two employees as contact persons regarding the Program



..... Sign.....
..... Sign.....

If any of the above designated persons shall be replaced by a new person, a written notice to Bentley is required.

2.1 User shall not (and shall not permit any other party to) (i) reverse engineer, disassemble, decompile, modify or otherwise attempt to discover any underlying ideas or algorithms of the Program, except and only to the extent that such restrictions are expressly prohibited by applicable law notwithstanding this limitation, (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Program for the benefit of any third party, or (iii) use the Program, or allow the transfer, transmission, export, or re-export of any portion thereof in violation of any applicable export control laws, sanctions or regulations, or engage in transactions prohibited by applicable export controls, sanctions, or regulations. All limitations and restrictions on the Program in the User License Conditions also apply to documentation. Removal, emulation or reverse-engineering of all or any part of the Program or protection device constitutes unauthorized activity with respect to the Program and is specifically prohibited.

3. Installation. The User receives the material described in Section C on thereverse hereof. Installation at the computer is to be performed by the User.

4. Location and Use. The User agrees to only use the hereby ordered Program on the computer(s) for which the license has been obtained at

Location: .....

The User agrees that the hereby obtained Program will only be used as indicated in paragraph 2. Computers and corresponding host IDs are set in the password codes issued by Bentley based on the information provided by the User.

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6. Secrecy. The User understands that the Program supplied hereunder is proprietary and the User will maintain its confidentiality for all times. The User will take all reasonable precautions to prevent unauthorized use of the Program. The User agrees not to disclose, distribute or make the Program supplied hereunder or any part thereof available to any person (other than employees of User utilizing the Program within the scope of their employment), firm, corporation, university or other organization without the prior written consent of Bentley. The name of the Program cannot be changed and no part of the Program shall be made part of another Program.

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No support is provided.

Date of Term for Program
Support expiration: .....

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10.1 This User License consisting of the conditions on this page and the information on the reverse hereof 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.

10.2 In the event of any dispute, controversy or claim between the parties arising under this User License, 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.

10.3 The Program is subject to U.S. sanctions and export control laws, regulations, and requirements in addition to sanctions and export control laws, regulations and requirements of other agencies or authorities based outside of the United States (collectively referred to as "Sanctions and Export Controls"). Regardless of any disclosure made by the User to Bentley of an ultimate destination of the Program, you must not export, reexport or transfer, whether directly or indirectly, the Program, or any portion thereof, or any system containing such Program or portion thereof to anyone, without first complying strictly and fully with all Export Controls that may be imposed on the Program and/or the export, re-export or transfer, direct or indirect, of the Program and transactions related thereto. The entities, end users and countries subject to restriction by action of the United States Government or any other governmental agency or authority outside of the United States, are subject to change, and it is your

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responsibility to comply with the applicable Sanctions and Export Controls, as they may be amended from time to time. The User shall indemnify, defend and hold Bentley harmless for any breach of your obligations pursuant herein.

10.4. This User License consisting of the conditions on this page and the information on the reverse hereof constitutes the full and complete understanding between Bentley and the User with respect to the subject matter herein, and any modifications of this User License shall be by mutual consent in writing by explicitly referring to this page 2 and 3 of the User License Conditions. In case of conflict with the conditions of a purchase order or contract, the conditions of this User License will always override any other conditions.

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11. Acceptance confirmed by signature:

USER: .....

By: .....   
(Authorized Signer)

.....  
(Printed name)

Title: .....

Date: .....

TYPE OF LICENSE: leasing paid-up  
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12. Bentley Systems, Inc. acceptance confirmed:

BY: .....  
(Authorized Signer)

.....  
(Printed name)

Title: .....

Date: .....

Initial Term for Program Support ends: .....