CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made by and between **Cohesive UK Group Ltd**, a private limited company incorporated under the laws of England and Wales with its registered office at 43rd Floor, 8 Bishopsgate, London EC2N 4BQ, United Kingdom ("COHESIVE"), and **<Client Name>** located at **<Client Address>** ("Client") as of **<date>** (the "Effective Date").

1. Services

a) The services to be provided by COHESIVE hereunder ("Services" or "Consulting Services") will be as described in a written commercial offer that may be variously referred to as a proposal, work order, statement of work, quotation or order form, which shall constitute the sole and exclusive definition and description of the work to be performed by COHESIVE (each, an "Offering Document"). Service dates will be scheduled by mutual agreement of the parties, subject to availability of COHESIVE personnel and of the resources required from Client.

b) Any changes to the scope, specifications or other provisions in an Offering Document shall be processed pursuant to COHESIVE's change order procedures. If under the terms of COHESIVE's change order procedures agreement of the parties to such a change is required, then no such change shall be effective unless and until a change order is processed, agreed and documented in accordance with such procedures. Any such written change order shall become a part of the applicable Offering Document(s) and incorporated therein.

c) This Agreement and the applicable Offering Document(s) constitute the entire agreement between the parties in respect of Services provided by COHESIVE to Client. Any additional or pre-printed terms on the Client's purchase order or other documentation shall have no force or effect. In the event of a conflict between the terms of this Agreement and any Offering Document, the terms of this Agreement shall prevail, except solely to the extent that a particular Offering Document specifically states that certain terms and conditions prevail over the terms of this Agreement, and such Offering Document is executed by COHESIVE's authorized Contracts Manager.

2. Rates

Client shall pay for Services rendered at the rates specified in the Offering Document. COHESIVE assumes a standard work week, Monday through Friday, excluding locally observed and national holidays and the Consulting days will be eight (8) hours each. Whenever the fee for Services is COHESIVE's then-current rates, as distinguished from a specific rate, COHESIVE may increase those rates, at any time and from time to time, by at least thirty (30) days prior notice to Client. Overtime will be charged for out of hours working only by prior agreement.

3. Expenses

For any onsite Services Client shall reimburse COHESIVE for actual, reasonable travel and out-of-pocket expenses incurred in accordance with COHESIVE's guidelines in this regard (or such other guidelines as may be specified in the applicable Offering Document). Upon request, COHESIVE will provide reasonable documentation of its expenses. If applicable, travel time to and from the Clients site will be invoiced at the labour rate specified on the Offering Document or quotation for each labour category. Such travel time may not be included in the estimate.

4 Invoicing and Payment

COHESIVE shall submit invoices on a monthly basis as Services are provided. All invoices shall be due net thirty (30) days from date of invoice. Invoices shall include a detailed description of the work performed and all reimbursable expenses. Client may not withhold or setoff any amounts due hereunder to COHESIVE, for any reason. Late payments shall bear interest at the rate of one and one-half (1.5) percent per month, or the highest rate permitted by applicable law, whichever is less,

and Client shall pay COHESIVE's costs of collection (including reasonable legal fees). In the event Client fails to make payment to COHESIVE for Services properly invoiced within thirty (30) days after payment is due, COHESIVE may, upon 10 days advance written notice to Client, suspend additional Services to Client until such payment is made, and Client shall be solely responsible for any delays, losses or damages that may be incurred. COHESIVE is not required to deliver program code, documentation or other materials related to Services for which payment is delinquent.

5. Cancellation and Reschedule Charges

In the event Client (1) cancels all or any part of any order for Services, or (2) fails to perform any obligation hereunder, or takes any other action, causing cancellation or rescheduling of any Services, or (3) requests a rescheduling of scheduled Services and the request is accepted by COHESIVE, and if the cancellation or rescheduling notice is received by COHESIVE thirty (30) days or less prior to the scheduled service date, Client agrees to pay to COHESIVE travel and/or cancellation/rebooking expenses incurred for the scheduled week or partial week of Services canceled for each resource that had made such arrangements to provide such Services.

6. Taxes

The fees quoted do not include taxes. COHESIVE shall pay to client all levied taxes that Client is required under applicable law to collect from Cohesive by reason of the transactions contemplated by this Agreement, including, but not limited to sales, use, occupation, value added, and excise taxes (except for taxes based on Client's net income). If Cohesive is obligated under an applicable law to withhold or deduct taxes from any payment to Client, Cohesive shall furnish to Client official receipts evidencing Cohesive payment of such taxes.

7. Rights to Developments

a) As between the parties, Client will own all reports and other materials delivered as part of or in the course of providing Services ("Work Product(s)") and all rights therein, including all copyrights in works of authorship created by its employees or subcontractors in rendering that performance. COHESIVE will respect all intellectual property rights that Client establishes and maintains in Work Products delivered hereunder. COHESIVE will not use, exploit, develop, transfer or licence any COHESIVE or any other IPR belonging to, or provided to COHESIVE by, the Client for any purpose other than fulfilling its obligations to the Client under this Agreement.

b) Client shall own all rights to all new or original work created by Client, including without limitation any programs, code, data, software, or interfaces. Client hereby grants COHESIVE a license to use such work(s) solely for the purpose and to the extent necessary for COHESIVE to provide Services hereunder or to discharge its obligations under Section 10 below. COHESIVE shall acquire no right, title or interest in any of the trademarks, trade secrets, patents or copyrights belonging to Client.

c) It is mutually acknowledged that, during the normal course of its dealings with Client and the Services, COHESIVE and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Services. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, COHESIVE shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Client shall not assert against COHESIVE or its personnel any prohibition or restraint from so doing.

8. Indemnification

a) Client shall promptly notify COHESIVE of any action and related claims known to or brought against Client alleging that Client's use of any Work Product infringes the intellectual property rights of any person. COHESIVE shall at its expense defend such action and shall pay all

reasonable costs and damages finally awarded in such action, provided that COHESIVE shall have sole control of the defense of such action and all negotiations for settlement. Client shall at COHESIVE's expense provide any assistance or information that COHESIVE may reasonably request and shall not under any circumstances admit any liability of COHESIVE.

b) In the event that COHESIVE believes that any such claim has merit or is likely to result in an adverse judgment, then COHESIVE will at its own option and expense either procure for Client the right to continue using the allegedly infringing Work Product, replace or modify the same so that it becomes non-infringing or refund the fees paid for such allegedly infringing Work Product, provided that COHESIVE shall not be liable if Client has not complied with the terms of any License or if the alleged infringement is based upon (a) the use of Work Products in combination with materials or technology not sold or supplied by COHESIVE, or (b) COHESIVE's compliance with designs or specifications furnished by or on behalf of Client.

c) The foregoing states the entire liability of COHESIVE, and Client's sole and exclusive recourse and remedy, in connection with infringement claims arising out of this Agreement or the Services.

9. Warranty and Exclusions

a) COHESIVE warrants that the Services shall be performed: (a) by COHESIVE employees and subcontractors having the skill and judgment of experienced and competent professionals; (b) in a manner consistent with the technology, architectural, engineering, and other practices delivered by similar contracting firms of national reputation performing Services of a similar nature; and (c) in a safe, prudent, careful, and workmanlike manner.

b) THE FOREGOING IS THE ONLY WARRANTY PROVIDED BY COHESIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXCLUDED, OVERRIDDEN AND DISCLAIMED.

10. Exclusive Remedy

Any claims for breach of the warranty in Section 9 must be asserted within thirty (30) days from delivery of the Services, via written notice to COHESIVE describing the nature of the alleged breach in reasonable detail. Client's exclusive remedy for any breach of warranty, and COHESIVE's entire liability, shall be the reperformance of the deficient Services. If COHESIVE is unable to reperform the deficient Services as warranted, Client shall be entitled to recover the fees paid to COHESIVE for the deficient Services. In the event that the issue resulted from Client's actions or omissions or from causes unrelated to the Services or outside of COHESIVE's control, Client shall reimburse COHESIVE on a time and materials basis at the contract rate then in effect for all of COHESIVE's remedial efforts.

11. Limitation of Liability

Except for breach of Section 7, COHESIVE's liability under Section 8 and breach of Section 15 below, neither party shall be liable hereunder for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. COHESIVE's liability for any type of loss or damage hereunder shall in no event for any number of incidences exceed in the aggregate the amount of fees paid by Client under this Agreement for the relevant Consulting Services.

COHESIVE shall not be liable for any loss or damage claimed to have resulted from the use by, or on behalf of, Client, of any software program created, or Work Products furnished by COHESIVE, regardless of the circumstances or form of action (including negligence), and Client shall hold COHESIVE harmless from any loss, cost, or expense suffered or incurred as a result of, or in connection with, any claim, suit, or action by Client or any third person relating to that use, except a claim, suit, or action based on alleged infringement which shall be covered under Section 8.

Neither party excludes liability for:

    (a) death or personal injury caused by the negligence that party, its officers, employees, contractors or agents;

    (b) fraud or fraudulent misrepresentation;

    (c) any other liability which may not be excluded by law.

12. Insurance

a) COHESIVE shall obtain and maintain in force insurance coverage against claims that arise out of, or result from, COHESIVE's operations in connection with the Services provided under this Agreement. This insurance shall include the following coverage with limits no less than those set forth below:

    1) <u>Professional Indemnity Insurance:</u> Professional Indemnity Insurance coverage in the minimum amount of £1,000,000.

    2) <u>Employer's Liability</u>: Employer's Liability coverage in the minimum amount of £1,000,000.

    3) <u>Public / Products Liability</u>: Public / Products Liability coverage in the minimum amount of £1,000,000.

b) If requested, COHESIVE shall provide Certificate(s) of Insurance evidencing the foregoing coverage.

13. Obligations of Client

a) Client shall provide the physical and technical resources identified within each Offering Document as being Client's responsibility, possibly including without limitation qualified personnel, office space, system access, requirements definitions, data, documentation and other items. Client acknowledges that COHESIVE's ability to deliver Services is dependent upon the full and timely provision by Client of such resources, and Client's cooperation with COHESIVE, as well as the accuracy and completeness of any information and data provided to COHESIVE.

b) Prior to providing data to COHESIVE, Client will normalize all data to the Client's satisfaction and COHESIVE's specification. Data given to COHESIVE is presumed to be accurate and complete, and Client will be responsible for any delays and effort expended as a result of faulty data. Any data and/or database to which COHESIVE is given access shall be "backed up" by Client on a 24-hour basis while the Consulting Services are being performed. Client will maintain the backed-up data for a period of no less than seven (7) days.

c) COHESIVE shall not be responsible for any delays or deficiencies caused by Client's failure to perform its obligations under this Agreement or any Offering Document, including those arising under this Section.

14. Term and Termination

a)　　This Agreement shall be effective for an initial term of one year from the Effective Date (the "Initial Term"). Following the Initial Term this Agreement shall continue in effect but be terminable by either party for convenience upon ninety (90) days prior written notice; such notice may be given during or after the Initial Term but may only take effect at any time after the expiry of the Initial Term.

b)　　Client may at any time (during or after Initial Term) terminate any Services to be provided hereunder in whole or in part for convenience, upon thirty (30) days prior written notice to COHESIVE. Such termination notice shall state the extent and effective time of such termination. COHESIVE shall continue to perform and Client shall remain obligated to pay for any part of the Services not terminated.

c)　　COHESIVE may terminate (i) its duty to perform Services, particular Offering Document(s), (ii) Client's right to propose Offering Documents under this Agreement, (iii) particular Licenses, or (iv) this entire Agreement, without liability as a result of such termination, if Client breaches a material obligation to COHESIVE and fails to remedy the breach within thirty (30) days after the receipt of notice to that effect that specifies the nature of the claimed breach.

d)　　Termination shall not relieve COHESIVE or Client of any liabilities incurred before such termination. Within thirty (30) days of any termination of any Services provided hereunder, COHESIVE shall prepare and deliver to Client a final invoice for all Services performed in accordance with the terms hereof and expenses incurred to the date of termination. Client shall pay such invoice pursuant to Section 4 herein.

e)　　In the event of any termination of this Agreement by either party for any reason, Sections 7, 10, 11, 13(c), 15, 16 & 17 hereof and Customer's obligations to pay for Services rendered in accordance with the terms hereof and expenses incurred shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their successors and assigns.

15. Non-Disclosure

a)　　In connection with their respective activities under this Agreement, each party may have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall be limited to Trade Secrets, software specifications, program code, the terms and conditions (including pricing) of this Agreement and each Offering Document, and all other information clearly marked as confidential.

b)　　A party's Confidential Information shall not include information which is owned by the other party or which: (a) is or becomes a part of the public domain through no act or omission of the other party; or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Results of benchmark tests run by Client may not be disclosed unless COHESIVE consents to such disclosure in writing.

c)　　The parties agree, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement and of all Offering Documents hereunder, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement, except for such disclosure as may be required for accounting, tax and regulatory (such as HMRC, FOIA, or EIR) compliance. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of the Agreement.

16. Data Protection

a)   For the purposes of this **Section 16**:

Data Protection Laws and Regulations means all laws and regulations, including laws and regulations applicable to the processing of Personal Data as amended from time to time. For the avoidance of doubt, if Cohesive' s processing activities involving Personal Data are not within the scope of a given data protection law, such law is not applicable.
Data Subjects' Rights means any rights of individuals under the Data Protection Laws and Regulations.
Data Controller, **Data Processor**, **Data Subjects**, **Personal Data** and **Processing** shall have the meaning as provided in the Data Protection Laws and Regulations

b)   **Roles of the Parties**: in the course of providing the Consulting Services to the Client pursuant to this Agreement, Cohesive may Process Personal Data on behalf of Client in its capacity as a Data Processor or Data Controller and the parties agree to comply with Data Protection Laws and Regulations with respect to any Personal Data, each acting reasonably and in good faith.

c)   **Data Processor**: where the provision of Consulting Services to the Client requires Cohesive to act as a Data Processor and the Client as a Data Controller, the parties agree to adhere to the Data Processing Addendum (https://www.bentley.com/legal/data-processing-addendum/).

d)   **Data Controller**: The parties agree that they will each act in the capacity of Data Controller in respect of the Personal Data processed under this Agreement where required by Data Protection Laws and Regulations, and each will Process the Personal Data as independent Data Controllers.

e)   The parties (including their employee's agents or officers) shall at all times during the period of this Agreement comply with the provisions and obligations imposed by this **Section 16** and the Data Protection Laws and Regulations generally, including any requirement to obtain registrations, consents, and provide notifications and relevant privacy information to Data Subjects as required for the purposes of their obligations under this Agreement.

f)   The parties warrant and represent that they each have in place appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

g)   Each party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Laws and Regulations in relation to the Personal Data Processed under this Agreement.

h)   Whilst each party shall be responsible for responding to any complaint in relation to the Personal Data Processed pursuant to this Agreement, or any request by individuals to exercise the Data Subject's Rights, the parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or body authorized by statute which are concerned with the Data Protection Laws and Regulations in connection with data processed under this Agreement.

i)   The provisions of this **Section 16** shall apply during the continuance of the Agreement and indefinitely after its termination.

17. Miscellaneous

a)   <u>Governing Law</u>. This Agreement shall be governed by the laws of England and Wales without regard to its choice of law principles and shall be deemed to have been executed in England.

b)   <u>Arbitration/Jurisdiction</u>. 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 London, England 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 attorney's fees, costs, and expenses incurred in such arbitration.

c)   <u>Notices</u>. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given two business days after being mailed via prepaid certified mail (or on the next business day after being sent via nationally recognized overnight delivery service) to the addresses listed on the front page of this Agreement.

d)   <u>Solicitation of Employees</u>. For the term of this Agreement and for one (1) year subsequent to its termination, neither party shall solicit for hire, hire or seek or influence the employees, subcontractors or consultants of the other. Said non-solicitation is limited to employees, subcontractors or consultants involved in the delivery or procurement of Services hereunder. This non-solicitation provision does not apply if an employee responds to a publicly available advertisement for recruitment listed by Client if Client does not otherwise solicit the employee for the position.

e)   <u>Severability</u>. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

f)   <u>Waiver</u>. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

g)   <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party, except that COHESIVE may assign this Agreement in connection with a change in control, merger, divestiture, reorganization, sale of assets or similar transaction, subject to the assumption of all terms, conditions and obligations hereunder by the assignee. This Agreement shall be binding on, and inure to the benefit of, the respective successors and permitted assigns of the parties hereto.

h)   Sanctions. The provision of Services by COHESIVE, a Bentley Systems company, and related transactions are subject to compliance with sanctions and similar prohibitions and restrictions imposed by the United Kingdom and United States, and may be subject to compliance with sanctions, prohibitions, and restrictions imposed by other jurisdictions, such as the European Union (collectively referred to as "the Sanctions"). Client warrants and represents that it is not currently majority owned or controlled by a party or parties subject to the Sanctions, including parties (i) named on any sanctions asset blocking list or other prohibited transactions list or directive; (ii) engaged in activities prohibited by the Sanctions; or (iii) located, ordinarily resident, or legally organized in any country or territory embargoed by the United States (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine). Client further represents that it will not involve parties subject to the Sanctions as described above in any transaction with or as the beneficiary of any service provided by COHESIVE. If Client becomes aware of any factors that would cause any transactions with or service provided by Cohesive to involve a party subject to the Sanctions, the Client shall notify Cohesive immediately. The entities, end uses, and countries subject to restriction by action of the United Kingdom and United States Governments, or any other applicable governmental agency, are subject to change, and it is Client's responsibility to comply with all applicable Sanctions as they may be amended from time to time. You shall indemnify, defend, and hold COHESIVE harmless for any breach of the obligations pursuant to this Section.

i)   Independent Contractors. The relationship between COHESIVE and the Client shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship, and, notwithstanding anything else herein, neither party shall have the right to incur (and will not attempt to incur) any obligation or liability on behalf of the other party. COHESIVE retains full freedom of action, and COHESIVE may (i) provide services to any third person, regardless of the nature of either the services provided to the third party or the nature of the third party's business, including without limitation services that are similar to the Services provided hereunder, and (ii) without restriction develop, use, market and distribute any software or other material that is similar or related to anything developed by COHESIVE as part of the Services, provided in either case (i) or (ii) COHESIVE shall not disclose Client's Confidential Information.

j)   Force Majeure. COHESIVE shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labour, materials or equipment, pandemic, failure or delay in delivery by suppliers or delays in transportation.

k)   Entire Agreement. This Agreement, any Offering Documents and the software license agreement described in Section 8 constitute the entire agreement between the parties. This Agreement and any Offering Documents constitute the entire agreement of the parties with respect to services to be provided by COHESIVE, and they supersede all previous agreements or representations, whether written or oral, with respect to the Services. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Client's purchase order shall be superseded by the terms and conditions of this Agreement. All references to days shall mean calendar days, unless otherwise specified.

l)   Third Party Rights. The parties agree that they do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

m) <u>Exclusivity and Conflicts of Interest.</u> COHESIVE agrees that all personnel assigned to perform the Services specified in a given Offering Document shall do so exclusively for the Client and will not enter into discussions with any other parties regarding those Services. For the sake of clarity, this exclusivity shall be limited to the specific project and scope of work as set out in a given Offering Document and shall not include any other project, scope of work or performance of Services. COHESIVE warrants that it will bring to the attention of the Client any conflict of interest that may arise between the Client's instructions and the terms under which COHESIVE is acting, or has acted, for another client at the time that it becomes apparent to COHESIVE. The Client will then be free to vary this contract with COHESIVE in the light of this revelation to the extent that it is affected by the potential conflict of interest. Such a declaration by COHESIVE will be general in nature, so as not to prejudice the confidentiality with the third party. COHESIVE will have the right to resign this contract in such circumstances if, in its judgement, it is unable to proceed with the contract. COHESIVE shall receive payment in full for hours worked and expenses.

Cohesive UK Group Ltd

Signature: _____

  Name: _____ Date: _____

  Title: _____

Client

Signature: _____

  Name: _____Date: _____

  Title: _____