



## 2023 Going Digital Awards in Infrastructure Participation Agreement

To be considered for a 2023 *Going Digital Award in Infrastructure*, an authorized representative of your organization must accept this 2023 *Going Digital Awards in Infrastructure* Participation Agreement. You can print this PDF and send the completed 2023 *Going Digital Awards in Infrastructure* Participation Agreement by e-mail to [infrastructureawards@bentley.com](mailto:infrastructureawards@bentley.com), Attention: 2023 *Going Digital Awards in Infrastructure* Participation Agreement.

All completed Agreements must be received by **May 31, 2023**. Please note that any modifications to the agreement are subject to review and acceptance by Bentley.

**2023 Going Digital Awards in Infrastructure Submission Project Name:** \_\_\_\_\_

This is a letter of agreement (“Agreement”) between Bentley Systems, Incorporated (“Bentley”) and (“Organization Name”):

1. I agree to submit the 2023 *Going Digital Awards in Infrastructure* project listed above for inclusion in the 2023 *Going Digital Awards in Infrastructure* competition (the “Project”) and if selected as a 2023 *Going Digital Awards in Infrastructure* finalist, I agree to create and present a presentation based on the Project at the Bentley sponsored *Going Digital Awards in Infrastructure* celebrations (the “Presentation”).
2. The “Materials” covered under this Agreement shall include the Project and all project information, files, images, and any reference materials used in support of the Project; and if selected as a 2023 *Going Digital Awards in Infrastructure* finalist, shall also include the Presentation and all videos, images, and any reference materials used in support of the Presentation, as well as any interviews, videos or other recordings or materials produced in connection with any of the foregoing.
3. Upon my submission of Materials, I grant Bentley and its subsidiaries and affiliates a perpetual, worldwide, nonexclusive, royalty-free right to use, reproduce, display, modify, classify, distribute, incorporate, or make derivative works based upon the Materials (or any portion of the Materials) in any works or media, for marketing (including in connection with investor presentations), pre-sales support, advertising, social media, and training, as well as for non-commercial purposes, including, but not limited to reproduction in established industry journals, case studies, and media web sites. Any use of Materials will be credited to my organization in each case.
4. Unless contrary to applicable law, I understand that this Agreement does not prohibit me from using the Project or Presentation in the future in my own professional or personal work.
5. I understand that my submission will be accepted only if the project, user, and other features of the submission are in compliance with all applicable export regulations, sanctions, or other regulations.
6. If a finalist, I understand and agree that the Presentation may be recorded by Bentley, that the recording may include my personal likeness (i.e. photos, videos, etc.); and that Bentley will own the recording, subject to my rights in any of the Materials included in the recording. I further understand that Bentley may reproduce, display, distribute or incorporate in any way, in any medium, any portions of the recording.
7. Regarding the Project, I hereby represent and warrant that:
  - a. I am the exclusive owner of all rights in the Materials;
  - b. the Materials are not the subject of third-party liens or claims of ownership;
  - c. the Materials do not infringe any copyright, trademark, or other third-party proprietary rights and comply with all applicable laws; and
  - d. no further permissions or payments are required for use of the Materials.
8. Regarding the Presentation, I hereby represent and warrant that at the time I present the Presentation:
  - a. I will be the exclusive owner of all rights in the Materials;
  - b. the Materials will not be the subject of third-party liens or claims of ownership;
  - c. the Materials will not infringe any copyright, trademark, or other third-party proprietary rights and will comply with all applicable laws; and
  - d. no further permissions or payments will be required for use of the Materials.
9. I warrant that I am authorized by my organization to approve and execute this Agreement and waive any and all claims against Bentley related to Bentley's use of the Materials; provided that such use remains within the rights granted and permitted uses as described within this Agreement.
10. I agree that in the event the Project is not submitted under a suitable and compatible awards category, Bentley may place the Project in an awards class and/or category that best fits the Project's goals and/or achievements.
11. I agree that Bentley may provide the Materials to third parties (jurists) for review in conjunction with the 2023 *Going Digital Awards in Infrastructure* competition. Jurors will treat the Materials as the proprietary intellectual property of the nominee.

I accept the 2023 *Going Digital Awards in Infrastructure* Participation Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative (Name and Signature)

\_\_\_\_\_  
Organization Name (please print)

\_\_\_\_\_  
Representative's Title (please print)

\_\_\_\_\_  
Individual Submitting 2023 *Going Digital Awards in Infrastructure* Project