Bentley Systems, Incorporated ("BENTLEY"), its employees, agents and contractors ("*Provider*"), provides a limited-access site at the URL "nj.GotPermits.com" (the "*Site*") that offers for sale, to qualified applicants, permits for Oversize/Overweight vehicles to travel on the highways and roads of the State of New Jersey under the jurisdiction of the New Jersey Department of Transportation ("NJDOT"), as well as other travel-related information.

I acknowledge that this is an Agreement between me and my company *("Customer")*, and BENTLEY, a Delaware corporation, with offices at 685 Stockton Drive, Exton PA 19341, to establish an Escrow Account *("Account")* from which BENTLEY will draw funds to pay only for Oversize/Overweight vehicle permits purchased by Customer using the facilities of the Site, and is effective upon my acknowledgement of all the conditions listed here.

By acknowledging, Customer agrees to be registered with the Site, to accept the Site agreement terms posted and available for review on nj.GotPermits.com; and, from time to time, to remit funds *("Funds")* to BENTLEY to be deposited into the Account, at a bank of BENTLEY's choosing.

The parties agree to the following terms and conditions governing the use and management of the Funds in the Account:

- Customer will be assigned an Account Identification Number ("AIN") for accounting and reporting purposes.
- Customer will provide the Funds for the Account in the form of a certified, cashier's, or corporate check made out to BENTLEY, and mailed to the BENTLEY's corporate address, shown above, until further notice given in writing. Customer may also make a direct deposit into the Account via a credit card via the online processes.
- Customer will maintain a balance of \$0 or greater and can make deposits at any time.
- The Account will be non-interest bearing.
- The Funds in the Account are to be used by BENTLEY solely for the purpose of paying Customer's fees due for the purchase of the Permits through the Site, in accordance with the schedule of NJDOT's permit fees and the Site convenience fees, which are posted on the Site and available for review under the "Click here to review Permit Fees" link on the main page, and with no additional administrative or other handling charges.
- The Site will provide Customer the balance of the Account on the main permit application page not then obligated for payment of permits purchased through the Site.
- Each time a permit is processed by the Site and issued to the Customer, the NJDOT permit and Site convenience fees will be deducted from the Account.

- The Site will not complete the purchase of a permit for Customer if the balance of the Account is insufficient to pay for both the NJDOT permit and Site convenience fees required for that permit.
- All Account status reporting, whether through the Site or by other forms of communication, will be by AIN number.
- This Agreement may be terminated by either party. Termination notice and/or requests for refunds must be in writing, and must give 30 days notice prior to the stated date termination is to become effective.
- Within fourteen calendar days following termination, BENTLEY will forward to Customer the balance of the Funds in the Account, less any un-deducted NJDOT or Site fees for permits still to be delivered.
- The use of the Account shall not modify, alter or in any manner affect either the provisions of the law, or policies of the NJDOT or the Site with regard to the issuance of permits for Oversize/Overweight vehicles.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

To complete activation of an Account, check the box acknowledging agreement with all above conditions.