



Texas Dept of Motor Vehicles
Purchase Order # 60800 0000002194

Payment Terms: NET30 Freight Terms: FOB Destination Ship Via: US Mail PCC: K Date: 02/05/16 PO Method: DG Dispatch: Dispatch Via Print Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: BENTLEY SYSTEMS INCORPORATED
7920 COBBLESTONE
USA
AUSTIN TX 78735
United States

Ship To: 1P00
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1953936623

Purchaser: Douglas A Leach
Phone: 512/465-4180
Fax: 512/465-5641
Email: Douglas.Leach@txdmv.gov

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Quantity(ies):

Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

This purchase order may be renewed with the same Terms Conditions as long as a need exists, and both parties agree.

Payment:

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, whichever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

"DIRECT PUBLICATION"

Reference Bentley Quote Number 40729407 dated 02/05/2016 excluding page 3/3.
Customer ID: 1004003543

Agency Contact: Jeff Templeton
(512) 465-1309
Jeff.Templeton@TxDMV.gov

Vendor Contact: Ridge Waddell
Ridge.Waddell@bentley.com
(610) 458-2805

Authorized Signature

[Handwritten Signature]

02/05/2016

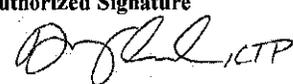


Texas Dept of Motor Vehicles
Purchase Order # 60800 000002194

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	11442 / MicroStation Perpetual License Bentley Systems - Part#: 100 Term of Service: 02/10/2016 through 02/09/2017	208/11	1.0000	EA	5094.00000	5094.00	02/24/2016
						Schedule Total	<input type="text" value="5094.00"/>
Contract ID: 000002194				ReqID: 000002347			
						Item Total for Line # 1	<input type="text" value="5094.00"/>
						Total PO Amount	<input type="text" value="5094.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to Shipment.

Terms and Conditions:
Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

Authorized Signature

02/05/2016



05 February 2016

TxDMV
4000 Jackson Ave
AUSTIN TX 78731-6007
USA

Attention: Ms. Lois Johnson

Dear Ms. Johnson,

Additional information about our products and the benefits of SELECT can be found at <http://www.bentley.com>. We look forward to receiving your purchase order and fulfilling our commitment to you, our valued customer!

If I may be of any further assistance, please do not hesitate to call the number below.

Thank you for your interest in Bentley products.

Yours sincerely,

Ridge Waddell
+1 (610) 458-5000
+1 (610) 321-6468
Bentley Account Manager



Bentley®
Sustaining Infrastructure

Quotation

Quote Number: 40729407
Number of Pages: 2 / 3

Date: 05 February 2016
Valid Until: 05 March 2016
Customer ID: 1004003543

Ship-to: TxDMV
4000 Jackson Ave
AUSTIN TX 78731-6007
USA

Bill-to: TxDMV
4000 Jackson Ave
AUSTIN TX 78731-6007
USA

Tel No: +1 (5124673754)
Fax No:

Tel No: +1 (5124673754)
Fax No:

If your organization is a subscriber to Bentley SELECT, the pricing listed on this page of the quote is prorated to the end of your current billing cycle. If applicable, future invoices will be generated based on the billing cycle shown on the following pages. The total from this first section of the quote is your immediate purchase value.

Products/Services					
No.	Part # Description	Quantity	Unit Pricing		Total
100	11442/ MicroStation Perpetual License	1	Gross Value	5,094.00	5,094.00
			Net Price	5,094.00	
Products/Services Sub Total					5,094.00
Total of Immediate Purchase					5,094.00
Grand Total of Quote (over life of contract)					5,094.00
Currency					USD

Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.



Bentley[®]
Sustaining Infrastructure

Quotation

Quote Number: 40729407
Number of Pages: 3 / 3

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>

Bentley is subject to the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions Programs regulations. Those regulations require Bentley not engage in transactions (1) with designated persons and entities set forth on OFAC's Specially Designated Nationals List ("SDN List"), see <http://www.treasury.gov/ofac/downloads/ctrylst.txt> , or (2) where a customer intends to finance a purchase of Bentley software and/or technology through new debt or equity by or for entities identified on OFAC's Sectoral Sanctions Identifications List ("SSI List"), see http://www.treasury.gov/ofac/downloads/ssi/ssi_ctrylst.txt. Accordingly, Bentley will not engage in such transactions.

**** Note:**

Pricing is only applicable to the products and quantities contained within this quote and may not be applied to a subset of the quotation. If you are a SELECT Subscriber, the terms of your SELECT Program Agreement shall apply to any purchases made pursuant to this quote.

Your payment term shall be: Net 30 Days

Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

Agreed and accepted by:

(Subscriber's Signature)

(Subscriber's Name)

(Title)

(Date)

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number below and attach a copy with your acceptance of this quote.

Please bill against PO # _____

Purchase Order is not required. We will accept Bentley's invoice on the basis of this signed quote.

(Subscriber's Signature)

(Date)

Bentley Contact:

Name: Ridge Waddell

Tel: +1 (610) 458-5000

Bentley Systems, Incorporated 685 Stockton Drive, Exton, PA 19341

Phone: 1 800 513 5103

Fax: +1 (610) 458 2779

Website: www.bentley.com

E-mail: bac@bentley.com

Signature:

Email: Ridge.Waddell@bentley.com