Updates to the SELECT Program Agreement – July 2024

SELECT Program Terms

Section 4.2: Reference to Bentley's General Terms and Conditions has been replaced with reference to Bentley's SELECT Program Terms.

In the event Subscriber fails to pay Term License Fees, Bentley may, in addition to exercising any rights provided in Section **6.2** ~~6.2~~ **7.2** *of* **~~Bentley's General Terms and Conditions~~ Bentley's SELECT Program Terms**, *i) take technical measures aimed at restricting Subscriber's capacity to engage in Excess Use and/or ii) discontinue Subscriber's grant of the right to pooled licensing pursuant to Section 4.1 above of these SELECT Program Terms.*

General Terms and Conditions

Section 7: Language has been added to describe how notices should be served, including notices served to Subscriber, and the applicable law in Taiwan has been changed from People's Republic of China to Taiwan.

Depending on where Subscriber's principal place of business is (or if Subscriber is an individual, where the Subscriber is resident), the Agreement is between Subscriber and the Bentley entity set out below. The Agreement will be governed by and construed in accordance with the substantive laws in force in the respective country specified in the below table. 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 the provisions of the Uniform Computer Information Transactions Act, as they may have been or hereafter may be in effect in any jurisdiction, shall not apply to the Agreement. Any dispute, controversy or claim between the parties arising under the Agreement shall be resolved pursuant to the applicable dispute resolution provision set out below. **Notices under this Agreement shall be made or given by hand delivery, prepaid certified mail, next day air delivery, or electronically, and the date upon which any such notice is received at the designated address shall be deemed to be the date of such notice.** *All notices sent under the Agreement* **shall be addressed, if to Bentley,** ~~must be~~ *to the attention of the Bentley Legal Department and addressed to the applicable Bentley entity according to the below table or via email to* Contracts@Bentley.com**, and if to Subscriber, to the (e-mail) address and authorized representative identified in writing to Bentley.**

| Taiwan | Bentley Systems, Incorporated, Taiwan Branch, having its registered office at Spaces, 1F., No. 170, Sec. 3, Nanjing E.Rd., Zhongshan Dist., Taipei City 104, Taiwan, Republic of China | ~~People's Republic of China~~ **Taiwan** | Any dispute, controversy, difference or claim arising out of, relating to or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Association's arbitration rules. The place of arbitration shall be in Taipei, Taiwan. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties. |

Cloud Offering Terms

Section 3: A reference to Bentley's online SLA has been added.

Cloud Offerings may be accessed by Subscriber under the appliable Program Terms or purchased by Subscriber for additional fees ("Cloud Offering Fees") to be specified in an Offering Document. The Offering Document may specify the Cloud Offering Fees, any applicable limits and costs to the Cloud Offering including but not limited to, data storage, any applicable services to be delivered for the Cloud Offering such as implementation services. Ongoing management of support of the Cloud Offerings, including system availability and support service level terms **applicable to the Cloud Offerings shall** *be set forth in* **Bentley's** *Service Level Agreement* **(https://www.bentley.com/legal/sla/). In the event of a conflict between the terms of the Service Level Agreement, these Cloud Offering Terms, and the Bentley General Terms and Conditions, the terms of the Service Level Agreement control solely with respect to the service level obligations contained therein.**

A note to users regarding the SLA: The Bentley Service Level Agreement last updated in March 2023 and the Bentley Service Level Agreement-ProjectWise Design Integration Server shall as of June 2024 no longer be used and shall be replaced by the new Bentley Cloud Offering Service Level Agreement which can be found at https://www.bentley.com/legal/sla/ and which shall apply to all Bentley Cloud Offerings going forward.

Section 6: References to De-Identified Data have been removed.

Bentley acknowledges, and Subscriber warrants and represents, that Subscriber owns all right, title and interest in Subscriber Data. Subscriber shall indemnify and hold Bentley harmless against all claims against Bentley alleging that the Subscriber Data collected or stored for use with the Bentley Cloud Offerings infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any third party, or in any way violates any privacy or data protection laws. Bentley shall not be responsible for any failure or impairment of the Bentley Cloud Offerings caused by or related to the Subscriber Data. Bentley shall maintain the confidentiality of all Subscriber Data and shall not reproduce or copy such data except as required to as permitted under this Section 6 in connection with providing Cloud Offerings or as may be expressly authorized by Subscriber. If Subscriber Data includes Personal Data and the processing of the same is regulated by Data Protection Laws and Regulations, the parties agree to adhere to the Data Processing Addendum (https://www.bentley.com/legal/data-processing-addendum/). In the event of a conflict between the terms of the Data Processing Addendum, these Cloud Offering Terms, and the Bentley General Terms and Conditions, the terms of the Data Processing Addendum controls solely with respect to the privacy and information security obligations contained therein. Subscriber shall be solely responsible for the Subscriber Data, including without limitation for uploading such data, securing transmission of such data to Bentley, and/or appropriately formatting and configuring such data for use with the Bentley Cloud Offerings. ~~**Bentley may modify Subscriber Data to create data and data sets that are not identifiable to Subscriber, Subscriber's Users or Subscriber's customers ("De-Identified Data"). Bentley may use the De-Identified Data for any lawful purposes, including but not limited to marketing, promoting, benchmarking, improving and further developing its Cloud Offerings, and the development and improvement of associated artificial intelligence and machine learning algorithms.**~~ *Subscriber agrees and acknowledges that Bentley may from time-to-time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.*