































**BENTLEY SELECT PROGRAM AGREEMENT**  
Professional Services  
Exhibit C

**Bentley Services Terms**

**1. Definitions.**

The capitalized words, terms and phrases in these Services Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

**Professional Services.**

- 1.01. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform ("Work") including the outputs of the Work, if any ("Work Product"), shall be set forth in one or more Offering Documents, shall be set forth in one or more Offering Documents written descriptions labeled "SELECT Professional Services" and signed by Subscriber and Bentley (each an "Order"). Bentley shall have the right to accept or decline any proposed Order Offering Document. Each Order Offering Document shall set forth, at a minimum, the work to be done, the number of Bentley's personnel to be assigned to Subscriber's work, the duration of each individual's assignment, and the fees for the work. The services and other provisions described on the Order(s) are referred to collectively as the "Work" while the results of the Work, if any, are referred to as the "Work Product".
- 1.02. **Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley's personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Order Offering Document.
- 1.03. **Scheduling.** Bentley will try to accommodate work schedule requests of Subscriber to the extent possible. Should any personnel of Bentley be unable to perform scheduled services because of illness, resignation, or other causes beyond Bentley's reasonable control, Bentley will attempt to replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.
- 1.04. **Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley's manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber's site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley's request.
- 1.05. **Place of Work.** Certain projects or tasks may require Bentley's personnel to perform work for Subscriber at Subscriber's premises. In the event that such projects or tasks are required to be performed at Subscriber's premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Bentley acknowledges that Subscriber may have on-site safety and quality policies and procedures to which it requires Bentley employee adherence while on-site. Bentley employees will comply with all reasonable industry standard safety and quality requirements, policies and procedures provided to Bentley in advance. Subscriber recognizes that there may be a need to train Bentley's personnel in the unique procedures used at Subscriber's location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel's training time.
- 1.06. **Changes in Services.** Subscriber or Bentley may request a change to the Work as set out in an Offering Document, including modification of the Work or Work Product, such as those outside the original scope of an Offering Document, by submitting such request in writing to the other party ("Change Order"). Change Orders will become effective only when executed by authorized representatives of both parties. All Change Orders must be executed by both parties prior to commencement of the Change Order. If Bentley's fees or schedule will be impacted by such Change Order, Bentley shall notify Subscriber of such impact prior to Subscriber's execution of the Change Order.
- ~~1.07.1.07.~~ **Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.
- ~~1.08.1.08.~~ **Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.
- ~~1.09.1.09.~~ **Preexisting Works of Bentley.** Notwithstanding Section 1.07 of Exhibit C hereof, Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Offering Document order, including but not limited to Products (the "Pre-Existing Works"). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.
- 1.10. **Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley 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 Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing. For the sake of clarity, this Section 24.109 is subject to, and should not be construed to derogate from, Bentley's confidentiality obligations in this Exhibit C, Section 2.15
- ~~1.11.1.11.~~
- 1.10. **Third-Party Interests.** Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.
- 1.11. **Fees.** Bentley shall be paid the fee as specified in each Order (which Bentley reserves the right to change upon at least sixty (60) days advance notice or at any

[BL48]: The amended substantive content from Exhibit C has been extracted and reformatted to become the Services Terms.

HQWOH(HDO)[BL49]: See Section 2, Services Terms.

Bentley Legal [BL50]: The edit reflects commonly negotiated additional HS terms and is the policy Bentley follows in practice.

Bentley Legal [BL51]: Edits reflect current Change Order policy.

Bentley Legal [BL52]: This addresses common uncertainty about the relationship between this clause and Bentley's confidentiality obligations.

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~~time for any new Order or modified portion of an existing Order~~ Offering Document, or, if no fee is specified, at Bentley's customary rates for the level of personnel providing such services. ~~For the sake of clarity, extended project engagements billed on a time and materials basis will be subject to applicable annual rate increases.~~

- 1.12. **Expenses.** Subscriber shall also pay either the actual cost of Bentley's reasonable travel and living expenses or an agreed-to amount for such travel and living expenses (other than normal commutation travel) for Bentley employees in the performance of Work set forth in each ~~Order~~ Offering Document along with all other out-of-pocket expenses incurred by Bentley.
- 1.13. **Estimates.** Estimates of total fees for projects may be provided in an ~~Order~~ Offering Document, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services ~~actually~~ rendered if Subscriber so chooses.
- 1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber ~~which~~ that is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that
- (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

~~1.15. **Term.** This Exhibit C will become effective as of the date of the first executed Order and will continue in effect through the completion of each Order.~~

~~1.16-1.15. **Termination of Orders** Offering Documents. Subscriber or Bentley may terminate any uncompleted ~~Order~~ Offering Document at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the ~~Order~~ Offering Document in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.~~

~~1.17. **Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services directly or indirectly hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder. ~~This Section 1.17 does not apply if an employee responds to a publicly available advertisement for recruitment listed by Subscriber, provided that if Subscriber does not otherwise solicit the employee for the position.~~~~

~~2.11 **Survival.** The covenants contained in the Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of the Agreement (including, but not limited to, Sections 2.07, 2.09, 2.10, 2.11, 2.13, 2.15, 2.16, and 2.17) shall be enforceable notwithstanding said expiration or termination.~~

**Bentley Legal [BL53]:** Edit reflects Bentley's current policy on rate changes.

**Bentley Legal [BL54]:** This addition limits the restriction to poaching activities.

**Bentley Legal [BL55]:** A survival clause has been inserted to reflect the ongoing nature of certain rights and obligations.



**BENTLEY SELECT PROGRAM AGREEMENT**  
Cloud Offerings  
Exhibit F

**Cloud Offering Terms**

**Definitions**

The capitalized words, terms and phrases in these Cloud Offering Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below:

(a) **“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 Bentley’s processing activities involving Personal Data are not within the scope of a given data protection law, such law is not applicable.

1. The capitalized words, terms and phrases in this Exhibit F shall have the meanings set forth below:

(a) **“Bentley Data”** means Bentley’s Proprietary Information including, but not limited to, the methods by which the services described in this Exhibit F are performed and the processes that make up such services;

(b) **“Data Storage”** means the amount of data storage space (including the backup and off-site storage), if any, to be allocated for Subscriber Data within the Bentley environment.

(c) **“Internet”** means any systems for distributing digital electronic content and information to end users via transmission, broadcast, public display, or other forms of delivery, whether direct or indirect, whether over telephone lines, cable television systems, optical fiber connections, cellular telephones, satellites, wireless broadcast, or other mode of transmission now known or subsequently developed.

(d)(c) **“Bentley Cloud Offerings”** or **“Cloud Offerings”** mean the Bentley products and services made available to Subscriber and accessed by Users via the Internet for use under the terms herein.

(d) **“Subscriber Data”** means data collected or stored by Subscriber using Cloud Offerings, including, but not limited to, financial, business and technical information, engineering plans, customer and supplier information, research, designs, plans, and compilations, but not including any of Bentley’s Proprietary Information.

(e) **“Personal Data”** means any information relating to an identified or identifiable (directly or indirectly) natural person processed by Bentley on behalf of Subscriber pursuant to the Agreement, the processing of which is subject to applicable law. Bentley Bentley Data.

2. **Applicability.** Upon Bentley’s approval, Subscriber may be entitled to subscribe to Bentley Cloud Offerings pursuant to the specific terms set forth herein. Cloud Offerings are available as Subscriptions only, as described in Section 6 of Exhibit A. Subscriber acknowledges and agrees that Bentley may in its sole discretion utilize a third-party service provider to provision Bentley Cloud Offerings and/or Subscriber Data. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

3. **Bentley Cloud Offerings.** A User in possession of a valid Passport may be able to access certain Cloud Offerings may be accessed by at no additional charge to Subscriber under the applicable Program Terms or. By means of an applicable enterprise commercial program or Other Cloud Offerings also require the purchase by Subscriber of a Visa for such User. Certain other Cloud Offerings may be purchased by Subscriber for additional fees (**“Cloud Offering Fees”**) to be specified in an Offering Document. The Offering Document may specify quotation from Bentley to Subscriber (the **“Cloud Offering Quote”**), which may include, as applicable, (a) the number of Passport holders accessing the Cloud Offering, (b) the number of assets managed using the Cloud Offering Fees, (c) Data Storage size, (d) the Professional Services, if any applicable limits and costs to be delivered by Bentley to Subscriber for the initial deployment of the Cloud Offering including but not limited to, data storage, any applicable services to be delivered for the Cloud Offering such as implementation services or, and (e) Professional Services related to the ongoing management and of support of the Cloud Offering, including system availability and support service level terms that may be set forth in a Service Level Agreement.

4. **Permitted Use.** Bentley will grant Subscriber a non-exclusive, non-transferrable, non-assignable, revocable, limited license to use and access purchased Bentley Cloud Offerings (subject to the terms of any applicable Offering Document, this Exhibit F these Cloud Offering Terms and any terms of use (**“Terms of Service Use”**) presented upon access) solely for Production Use (the **“Permitted Use”**). Subscriber acquires only the right to use the purchased Cloud Offering and does not acquire any rights of ownership to the Cloud Offering or any part thereof. Bentley and its suppliers retain all rights, title and interest in the Cloud Offering, and any use of the Cloud Offering beyond the Permitted Use shall constitute a material breach of these Cloud Offering Terms the Agreement. Bentley shall have no liability to Subscriber or any third party in the event of such material breach. In addition to the use restrictions set forth in the Terms of Use Service, Subscriber’s Permitted Use rights shall be subject to the following conditions:

(a) Subscriber purchasing against an Cloud Offering Document Quote shall not exceed any limits set forth in such Cloud Offering Quote Document. In the event use of a Cloud Offering by Subscriber exceeds that purchased by Subscriber as specified in the applicable Cloud Offering Document Quote, Bentley may invoice, and Subscriber shall pay, additional Cloud Offering Fees. Bentley shall, in its sole discretion, add such additional fees to subsequent invoices or invoice Subscriber separately.

(b) In the event of a past due balance, Bentley reserves the right to suspend use of the Cloud Offerings until all past due amounts have been received.

(c) Bentley reserves the right, but does not assume any responsibility, to modify or suspend use of a Cloud Offering, or any part thereof, if (i) Bentley determines in its sole discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority or with the terms of its agreement(s) with its third party service providers; or (ii) Bentley determines in its sole discretion that the performance, integrity or security of the Cloud Offerings is being adversely impacted or in danger of being compromised as a result of Subscriber’s or its Users’ access.

(d) Subscriber shall not tamper in any way with the software or functionality of Cloud Offerings or any part thereof. Without limiting the foregoing, Subscriber agrees not to put any material into the Cloud Offerings which contain any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system or data. Subscriber shall not utilize bots, agents, auction crawlers or other computer based crawling programs in conjunction with its use of the Cloud Offerings. Subscriber shall not upload, post or otherwise transmit any content that is unlawful; any content that Subscriber does not have a right to transmit under any law or contractual or fiduciary relationship; or any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

(d)(c) Subscriber is responsible for ensuring that Users safeguard the credentials, including passwords, used to access the Cloud Offerings and do not to disclose credentials to any third party. Subscriber is responsible for all activity using Subscriber’s accounts, whether or not Subscriber authorized that activity. Subscriber shall immediately notify Bentley of any unauthorized use of Cloud Offerings. Subscriber shall ensure that all User information is current and shall immediately notify Bentley

**Bentley Legal [BL56]:** The amended substantive content from Exhibit F has been extracted and reformatted to become the Cloud Offering Terms with the same Section numbering.

**Bentley Legal [BL57]:** Amended in favor of new categories: Personal Data and Subscriber Data.

**Bentley Legal [BL58]:** Edits address contracting process, including Offering Documents, additional fees, and SLA.

**Bentley Legal [BL59]:** New provision addressing user credential security.

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in the event of a change in contact information or other User information.

~~(e)-(f)~~ Subscriber shall communicate the above listed use restrictions to all Users, including Subscriber employees and External Users accessing or using any Cloud Offerings. The acts or omissions of any such User accessing the Cloud Offerings shall be deemed to be the acts or omissions of the Subscriber under the Agreement, such that Subscriber shall be fully responsible for the performance and fulfillment of all applicable contractual obligations set forth in the Agreement. Subscriber shall indemnify and hold Bentley harmless against any and all liability resulting from any non-compliance with the terms herein of this Section 4 by Users, including Subscriber employees and External Users.

**5. Access and Availability.** Subscriber is responsible for providing all equipment and the connectivity necessary to access and use Cloud Offerings via the Internet. Subscriber agrees that from time to time the Cloud Offerings may be inaccessible or inoperable for various reasons, including without limitation (i) system malfunctions; (ii) periodic maintenance procedures or repairs which Bentley or its service provider(s) may undertake from time to time; (iii) compatibility issues with Subscriber's or a third party's hardware or software; or (iv) causes beyond the control of Bentley or which are not reasonably foreseeable by Bentley, including network or device failure, interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Bentley shall use reasonable efforts to provide advance notice to Subscriber in the event of any scheduled Downtime, and to minimize any disruption of the Cloud Offerings in connection with Downtime.

**6. Subscriber Data.** 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 any and 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 required to provide Cloud Offerings services under this Agreement or as may be expressly authorized by Subscriber. ~~In the event that Subscriber Data includes Personal Data~~ 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. ~~from the European Economic Area, the United Kingdom, and/or Switzerland, the parties shall adhere to the Data Protection Addendum, which is incorporated into this Agreement.~~ 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 will 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.

**7. Termination.** In addition to the termination rights of the parties set forth in Section 67 of Exhibit B Bentley's General Terms and Conditions, Bentley may terminate a Cloud Offering Subscription, upon written notice, not unreasonably delayed, to Subscriber, in the event of the termination of Bentley's agreement(s) with its third party service provider(s). Termination of a Cloud Offering Subscription by either party shall automatically terminate any license granted pursuant to Section 4 of ~~this Exhibit F~~ these Cloud Offering Terms.

Bentley Legal [BL60]: Added to reflect post-GDPR process, including incorporation of DPA.