

Updates to the EPS-365 Program Agreement – July 2024

EPS-365 Program Terms

Section 6: Numbers of the early termination clauses have been changed.

...In the event of early termination pursuant to clauses 7, 8 or 11 herein, any remaining portion of the Annual EPS-365 Fees shall be returned to Subscriber.

Section 7.2: Mechanism of comparing usage has been changed.

Category A, B, D, and E Products. Bentley will review EPS-365 Usage during each Contract Year. Should the usage value of Category A, B, D, and E Products, based on the EPS-365 Price List, exceed or drop below 10% of the previous Contract Year's gross usage value (Product prices based on the EPS-365 Price List x all Category A, B, D, and E Products usage with no discount or surcharge applied)¹, the Annual EPS-365 Fees may be adjusted, subject to the process set forth in clause 7.1 herein. Fee Adjustments, positive or negative, shall be limited to 20% of the then current Contract Year's Annual EPS-365 Fees (as revised by any Fee Adjustment made during that Contract Year), subject to any Cloud Offering minimum fee requirements.

¹Footnote: *If Fee Adjustment negotiation occurs in Year One, Bentley will compare the gross usage value that was used to calculate the Year One Annual EPS-365 Fees.*

Section 9.1: Reference to allocated supporting personnel added.

Subscriber Access. Participation in the EPS-365 Program affords Subscriber access to 'EPS-365 Success Services', including discrete services projects (each an "Enterprise Blueprint"), allocated supporting personnel, learning paths, user insights and industry newsletters.

Section 11.1: Reference to Term has been replaced with a reference to Subscription Term.

Term. Subscriber's EPS-365 Program subscription shall begin on the Start Date and shall continue until the end of the Subscription Term, unless either Bentley or Subscriber terminates the EPS-365 Program subscription for convenience at any time with ninety (90) days prior written notice (the "Termination Notice") to the other party. Prior to the start of the EPS-365 Program subscription, Bentley may extend Subscriber's then-current Bentley subscriptions on a pro-rated basis to the end of the then-current calendar quarter.

Section 11.2: Terms have been mutualized.

*Termination for Material Breach. **Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be affected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of the General Terms and Conditions. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.***

Section 12.1.2: References to "this Exhibit" have been replaced with references to "these EPS-365 Program Terms".

*Bentley hereby acknowledges that disclosure by Subscriber of ~~this Exhibit~~ **these EPS-365 Program Terms** and the Agreement, or portions thereof, may be subject to Subscriber's state statutes, such as open public records or freedom of information acts. The nondisclosure of ~~this Exhibit~~ **these EPS-365 Program Terms** and the Agreement, or portions thereof, may depend upon official or judicial determinations made pursuant to such statutes when Subscriber receives a request from a third party for the disclosure of information designated by Bentley as "confidential information." In*

such cases, Subscriber shall notify Bentley within a reasonable period of the request, and Bentley shall be exclusively responsible for defending Bentley's position concerning the confidentiality of the requested information. Neither the Subscriber nor any of its agencies is or shall be obligated to assist in Bentley's defense. If any disclosure is subsequently made of such information by Subscriber, disclosure shall be made consistent with such official or judicial final determination and only to the extent required under applicable law.

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.

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| 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. |
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Cloud Offering Terms

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

Cloud Offerings may be accessed by Subscriber under the applicable 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 that may shall** be set forth in **a 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.