

## **Service Terms**

**Version 2, last updated 18 November 2021.**

### **INTRODUCTION**

1. These Service Terms apply with respect to all services provided by Bentley other than those included in the Product Terms by virtue of being implicit in the delivery of a Product. Without limitation, these Service Terms apply to:
  - a. consultancy services;
  - b. training services (including the provisions of Section B);
  - c. project assistance;
  - d. implementation services; and
  - e. data consolidation, cleansing and cataloguing services.
2. For the avoidance of doubt, these Service Terms do not apply to:
  - a. support or maintenance services provided by Bentley in relation to Products; or
  - b. hosting services provided with respect to Products such as Central or VOXI, both of which are dealt with under the Product Terms.
3. These Service Terms must be read in conjunction with any applicable Quote and Statement(s) of Work and any policies provided by Bentley to the Customer. These Service Terms, together with any applicable Quote and Statement(s) of Work and any policies provided by Bentley to the Customer which are accepted by the Customer in accordance with their terms, form a binding contract between Bentley and the Customer (the **Contract**).

### **SECTION A: GENERAL TERMS**

#### **1. Definitions:**

**Background Intellectual Property:** Intellectual Property that existed prior to the date of the Contract and Intellectual Property that was developed independently of the Contract.

**Bentley:** the Bentley Group Entity named on the Quote.

**Bentley Group:** Bentley, any parent company or companies of Bentley, any subsidiaries of Bentley and any subsidiaries of any parent company of Bentley.

**Bentley Group Entity:** an entity that is part of the Bentley Group.

**Business Day:** a day (not being a Saturday or Sunday) on which banks are open for general banking business in the country or state (if applicable) where Bentley is domiciled.

**Customer:** the entity contracting with Bentley for the provision of Services as identified in a Quote.

**Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, provided by the Customer to Bentley in connection with the Services.

**Deliverables:** those items identified as such in a Statement of Work or otherwise to be provided by Bentley to the Customer in the course of delivering Services (including any materials, course manuals, e-learning products, question banks, knowledge banks, course notes and other items supporting the Services, whether written or developed by a Bentley Group Entity or its third party suppliers).

**Fees:** the charges payable by the Customer for the performance and delivery of the Services and Deliverables, as specified in the Quote and Statement of Work.

**Force Majeure:** includes (but not be limited to) events that are reasonably outside of the control of the party seeking to rely on the Force Majeure, such as any severe weather, earthquake, fire, epidemic, pandemic, acts of terrorism, biological warfare, outbreak of military or civil hostilities, explosions, strikes, sabotage, governmental interference or decree, interruption of service due to telecom carriers, internet service provider issues, power supply issues, or other technology issues.

**Intellectual Property:** includes patents, utility models, inventions, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and the right to have information kept confidential, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Product:** has the meaning given to it in the Product Terms.

**Product Terms:** means the Product Terms available on the Website.

**Quote:** a quote, letter, proposal or other document created by Bentley setting out the Services to be provided by Bentley and the agreed price for such Services.

**Service Terms:** means these standard service terms.

**Services:** the work or services to be undertaken by Bentley for the Customer as described in a Quote and one or more Statements of Work.

**Statement of Work:** a letter, proposal, or other document provided to the Customer by Bentley in conjunction with or as a supplement to a Quote which provides more specific detail with respect to the Services and Deliverables to be provided by Bentley under the Quote, and the Fees payable and timeframe for completion of the same, together with any other terms specific to the engagement with the Customer.

**Website:** [www.seequent.com](http://www.seequent.com) and/or any replacement or alternate website detailing the Seequent division of the Bentley Group.

## **2. The Services**

- 2.1 Bentley will provide the Services and Deliverables to the Customer in accordance with the Contract. Bentley will have no obligation to deliver the Services or the Deliverables until the Quote and Statement of Work have been accepted by the Customer in accordance with their terms, or it has otherwise reached agreement in writing with the Customer.
- 2.2 A Quote will, unless otherwise stated, remain capable of acceptance by the Customer for the period set out in the Quote. If no timeframe is set out in the Quote, the Quote will, unless withdrawn by Bentley, remain capable of acceptance by the Customer for a period of thirty (30) days from the date of the Quote. A Quote may be accepted and the parties may enter into a Contract notwithstanding that the relevant Statement or Statements of Work are to be agreed at a future date.
- 2.3 In entering into a Contract, the Customer authorises Bentley to proceed with all relevant preparations for providing the relevant Services and Deliverables, including (but not limited to) purchase of materials, and booking travel, accommodation or venues (if required).
- 2.4 Bentley shall provide the Services exercising reasonable skill and care and using suitably skilled, experienced and qualified staff.
- 2.5 Bentley will use reasonable endeavours to ensure that any information or advice provided to the Customer as a result of the delivery of Services is complete and accurate. However, Bentley gives no guarantees, undertakings or warranties in relation to the completeness or accuracy of the information or advice provided, and does not accept any legal liability or responsibility for the completeness or the accuracy of such information or advice, or for any loss or damage suffered by the Customer arising directly or indirectly in connection with reliance on or use of such information or advice.

## **3. Customer's obligations**

- 3.1 The Customer will deliver all information and data reasonably requested or required by Bentley for the delivery of the Services in a timely manner and ensure that its staff, contractors and other suppliers co-operate fully with Bentley in the performance of the Contract and do not cause delay in the delivery of the Services.
- 3.2 Bentley shall not be responsible or liable for, or considered to be in breach of its obligations under a

Contract by virtue of, any failure or delay in performance of the Services arising from or attributable to the Customer's unreasonable delay or failure to cooperate with Bentley's reasonable instructions or requests. If the Customer fails to cooperate in a timely manner with Bentley's reasonable instructions or requests regarding performance of the Services, Bentley may take reasonable actions to remediate or mitigate the effects of the Customer's non-cooperation or delay, including (without limitation) rescheduling the delivery of any Services, or restricting or denying eligibility to participate in any programme, event or engagement that forms part of the Services.

- 3.3 The Customer will ensure both the health and safety of any Bentley employees or contractors delivering Services on the Customer's premises.
- 3.4 The Customer may not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly offer employment or assignments to any of the Bentley Group's employees or contractors, or solicit or procure their employment by any other company, organisation or individual with which the Customer is connected.

#### **4. Fees and Expenses**

- 4.1 The Fees and any estimates of Fees are based on Bentley's understanding of the Customer's requirements for the Services as communicated by the Customer prior to the preparation of any Quote or Statement of Work and, where appropriate, the assumption that any information or datasets provided by the Customer will be complete and error-free. Bentley reserves the right to increase the Fees where necessary to include charges for:
  - a. additional time or work required as a result of any delays caused by an act or omission of the Customer or a failure by the Customer to provide full and accurate information;
  - b. additional time or work (including investigative work) required as a result of any error, omission or uncertainty in any datasets provided by the Customer;
  - c. additional time or work for planning or other meetings requested by the Customer in addition to those allowed for in a Statement of Work; and
  - d. any services or materials requested in writing by the Customer that Bentley agrees in writing to provide and that are in addition to anything specified in a Statement of Work, which shall then become part of the Services and Deliverables and will be subject to the terms of the Contract.
- 4.2 Unless otherwise specified in a Quote or a Statement of Work and subject to clause 4.3, Bentley may charge the Customer for expenses incurred by Bentley in the provision of the Services including:
  - a. travel, accommodation, and subsistence; and
  - b. all goods, services and sub-contracted items referred to in the Statement of Work as being necessary and charged for separately from the Fees.
- 4.3 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by Bentley in the course of providing the Services, subject to the production of receipts or other appropriate evidence of payment.

#### **5. Payment and Tax**

- 5.1 The Customer will pay all invoices when due, in full, without deduction or setoff of any kind and in the agreed currency. Unless otherwise specified on an invoice or otherwise agreed in writing, all invoices are immediately due and payable on the date of issue of the relevant invoice.
- 5.2 The Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Bentley's net income) that are imposed or become due in connection with a Contract. In the event that the Customer becomes liable to deduct or withhold an amount by way of tax or otherwise from payment of the fees due, or if Bentley is required to collect any sales, use or other taxes from the Customer, the Customer will pay such additional amount as will be necessary to ensure that the amount of the fees received by Bentley equals the amount that would otherwise have been received in the absence of such deduction, withholding tax or duty.
- 5.3 Bentley will issue invoices in accordance with the terms stated in the Statement of Work or Quote. If no invoice dates are agreed in the Quote or Statement of Work, Bentley will invoice for Services prior to delivery of the relevant Services.

- 5.4 If the delivery of Services is delayed by any act or omission of the Customer or upon the Customer's request, Bentley reserves the right to submit interim invoices for Services already delivered.
- 5.5 Bentley may charge interest on overdue amounts. If the Customer fails to pay any Fees on time, Bentley reserves the right, in addition to taking any other action at law or equity (if applicable), to charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).
- 5.6 Where these Service Terms are governed by the laws of Brazil, Bentley may charge a fine and interest on overdue amounts. If the Customer fails to pay any Fees on time, Bentley reserves the right, in addition to taking any other action at law or equity, to charge a fine of 2% plus interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is highest, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).

## **6. Intellectual Property**

- 6.1 Unless otherwise agreed in writing, Background Intellectual Property (including any modification, enhancement or derivative work of such Intellectual Property) remains the property of the current owner, regardless of its use in the Services.
- 6.2 In relation to the Deliverables:
  - a. unless otherwise agreed by the parties in writing, Bentley and its licensors (where applicable) shall retain ownership of all Intellectual Property subsisting in the Deliverables, excluding any Customer Materials;
  - b. Bentley grants the Customer, or shall procure for the Customer, a worldwide, non-exclusive, non-transferable, royalty-free licence to use the Deliverables for the sole purpose of receiving and using the Services; and
  - c. the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2b without the express written approval of Bentley.
- 6.3 In relation to the Customer Materials, the Customer:
  - a. and its licensors (where applicable) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
  - b. grants to, or shall procure for, the Bentley Group a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use in any way, copy and modify the Customer Materials for the purpose of providing the Services and Deliverables to the Customer for the Term of the Services.
- 6.4 For the avoidance of doubt, nothing in these Service Terms grants any right in any software (including the right to use, copy or modify) owned or used by the Bentley Group in the provision of the Services.
- 6.5 To the extent not owned by Bentley, the Customer grants the Bentley Group a royalty-free, irrevocable and perpetual licence to use any know how, techniques, ideas, methodologies, and similar Intellectual Property used by Bentley in the provision of the Services.

## **7. Sub-contractors**

- 7.1 Bentley shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services without the Customer's consent.
- 7.2 If the Customer nominates sub-contractors to work with Bentley in the provision of the Services, the Customer shall be responsible for such nominated sub-contractors. Bentley reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents Bentley fulfilling its obligations under the Contract.

## **8. Confidentiality**

- 8.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that it obtained in connection with the provision or receipt of the Services and that is clearly designated as 'confidential' or that is by its nature confidential. Neither party shall use such information except in connection with the Services nor disclose it to any third party without the prior written consent of the other party.

- 8.2 The provisions of this clause 8 shall not apply to any information disclosed to a party (**Receiving Party**) that:
- a. is in, or comes into, the public domain (except as a result of a breach of the Contract);
  - b. was already in the possession of the Receiving Party at the time of its receipt from the other party;
  - c. is received by the Receiving Party from a third party who was not under a legal obligation of confidentiality with respect to it; or
  - d. is required by law to be disclosed by the Receiving Party.
- 8.3 Except to the extent that a party has ongoing rights to use any confidential information received from the other party, upon request from the other party following the expiry or termination of the Contract, the party in receipt of the confidential information will promptly return or destroy all such information in its possession or control (except for electronic backup data which would be unreasonably impracticable for a party to delete).

## **9. Data Protection and Privacy**

- 9.1 Any personal information received by Bentley will be dealt with in accordance with the terms of the Privacy Policy available on Website.

## **10. Term and termination**

- 10.1 The Contract will commence on the date the Customer accepts the Quote and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to clauses 10.2, 10.3 and 13.
- 10.2 Either party may terminate the Contract immediately by notice in writing to the other party if the other party:
- a. is in irremediable breach of its material obligations or, in the case of a remediable breach, such breach has not been remedied within fourteen (14) days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or
  - b. enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which is likely to result in an inability to pay its debts.
- 10.3 Bentley may terminate the Contract at any time if the Customer attempts to materially alter the scope or definition of the Services without Bentley's prior written agreement.
- 10.4 On termination or cancellation of a Contract other than by the Customer in accordance with clause 10.2, the Customer shall pay for all Services delivered and all expenses incurred or accrued by Bentley as at the date of termination or cancellation irrespective of any payment provisions specified in the Contract.
- 10.5 On termination and subject to clause 8.3, each party shall immediately return to the other party all property of the other party in its custody, possession or control.
- 10.6 Any provisions of the Contract which by their nature survive termination or expiry, and, (to the extent not already included), clauses 4, 5, 6, 8, 10, 12, 13, and 19 shall survive expiry or termination of the Contract howsoever caused and shall remain thereafter in full force and effect after termination or expiry in perpetuity.

## **11. Warranties**

- 11.1 Any condition, representation or warranty that might otherwise be implied or incorporated within these Service Terms by reason of statute or common law or otherwise is, to the extent permitted by law, hereby expressly excluded.

## **12. Liability**

- 12.1 In the event of damage to tangible physical property arising as a direct result of the negligence of Bentley employees or sub-contractors while providing the Services, Bentley's liability shall be limited to a maximum of USD\$10,000 (or its equivalent in any other currency) per claim or series of related claims.
- 12.2 Nothing in these Service Terms shall exclude or limit either party's liability for death or personal injury, or

fraud or wilful misconduct, or any liability that cannot be excluded by law.

12.3 Subject to clauses 12.1 and 12.2, to the fullest extent permissible at law:

- a. Bentley shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss or for any loss of business, profit, revenue, data or goodwill however arising under the Contract;
- b. Bentley's maximum aggregate liability in contract, tort (including negligence) or otherwise shall be limited to the lesser of either (a) the total amount paid or payable by the Customer for the relevant Services or (b) USD\$100,000 or its equivalent in any other currency.

### **13. Force Majeure**

13.1 Neither party is liable to the other for any failure or delay in performing its obligations (other than an obligation to make payment) under the Contract to the extent caused by Force Majeure, provided that the affected party:

- a. as soon as reasonably practicable, notifies the other party and provides full information about the Force Majeure, including any official documents issued by relevant authorities ensuring the occurrence of Force Majeure event;
- b. uses commercially reasonable endeavours to overcome the Force Majeure; and
- c. continues to fulfill its obligations to the extent practicable.

13.2 If the Force Majeure event lasts for more than ninety (90) days, then either party is entitled to terminate unilaterally the relevant Contract, the performance of which is affected by the Force Majeure event, in out-of-court proceedings by sending a relevant written termination notice to the other party not later than five (5) days prior to the expected termination date.

### **14. Independent Contractors**

14.1 The parties shall be independent contractors in their performance under the Contract, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

### **15. Notices**

15.1 Any notice required to be given under a Contract shall be in writing and shall be delivered by hand or sent by courier to the other party at its address set out in the Quote or MSA, or such other address as may have been notified by that party for such purposes, with a copy sent by email to (i) [legal@seequent.com](mailto:legal@seequent.com) in the case of Bentley or (ii) the corporate email addresses of the CEO or COO of the Customer. A notice delivered by hand or by courier shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A notice sent by email shall be deemed to have been received when transmitted provided that no automatic notification of failed delivery is received.

### **16. Assignment**

16.1 The Customer may not assign, subcontract or transfer any right or obligations under the Contract without the prior written approval of Bentley. Bentley may assign, subcontract or transfer any right and/or obligation under the Contract, including to any Bentley Group Entity, without the prior written approval of the Customer.

### **17. Governing Law**

17.1 Except as otherwise set out in Section C (Region Specific Terms):

- a. where the Customer is located outside the geographic boundaries of the United Kingdom, the United States or Canada, the terms of the Contract (including these Service Terms) will be governed by, interpreted, and enforced in accordance with the laws of Ireland, without regard to conflicts of law provisions.
- b. where the Customer is located within the geographic boundaries of the United Kingdom, the terms of the Contract (including these Service Terms) will be governed by, interpreted, and enforced in

accordance with the laws of England and Wales, without regard to conflicts of law provisions.

- c. where the Customer is located within the geographic boundaries of the United States or Canada, the terms of the Contract (including these Service Terms) will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Pennsylvania, without regard to conflicts of law provisions.

17.2 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 of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Contract.

## **18. Disputes Resolution**

18.1 Before taking any court action, a party must use their best efforts to resolve any dispute, controversy or claim (**Dispute**) under, or in connection with, the Contract, including those connected with breach, termination, interpretation, performance, binding effect and validity of the Contract, through good faith negotiations. If the parties are unable to resolve a Dispute through good faith negotiations within ten (10) days upon the date of occurrence a relevant Dispute, the terms of clause 18.2 apply.

18.2 Except as otherwise set out in Section C (Region Specific Terms):

- a. where the Contract is governed by the laws of Ireland, if the parties are unable to resolve a Dispute in accordance with clause 18.1, the parties shall submit to binding arbitration before a single arbitrator in Dublin, Ireland in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce.
- b. where the Contract is governed by the laws of the United Kingdom, if the parties are unable to resolve a Dispute in accordance with clause 18.1, the parties shall submit to binding arbitration before a single arbitrator in London, United Kingdom in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce.
- c. where the Contract is governed by the laws of the Commonwealth of Pennsylvania, if the parties are unable to resolve a Dispute in accordance with clause 18.1, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

18.3 The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own legal fees, costs, and expenses incurred in such arbitration. Notwithstanding this clause 18.2, Bentley has the right to commence proceedings against the Customer in any court in respect of a failure by the Customer to comply with Clause 9 of this Section A without first submitting to binding arbitration.

## **19. Entire agreement**

19.1 The Contract constitutes the entire agreement between the Customer and Bentley with respect to the subject matter hereof and supersedes any and all negotiations and communications between the parties. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. To avoid doubt, the Contract applies to the exclusion of any customer terms, including as incorporated in any purchase order (or otherwise). Any such additional terms or conditions, even if acknowledged by Bentley, shall not be binding on the parties.

19.2 If there is any conflict between these Service Terms and the terms of any Statement of Work or Quote, the terms of the Statement of Work or Quote will take precedence.

## **20. Variation to Service Terms**

20.1 These Service Terms and/or any applicable policies may be revised by the Bentley Group from time to time. By accepting further Services, the Customer will be deemed to have agreed to, and will be bound by, the then current version of the Service Terms. To avoid doubt, no changes to these Service Terms will apply to any Contracts currently in force and effective unless such changes are agreed by the parties in writing.

## 21. Waiver

- 21.1 Any waiver by a party of any of its rights or remedies under this Contract will be effective only if it is recorded in writing and signed by a duly authorised senior representative of that party. If the waiver relates to a breach of any provision of this Contract, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Contract at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Contract.

## 22. Language

- 22.1 Copies of these Service Terms or certain clauses within the Service Terms may be provided in languages other than English for information purposes only. In the event of any conflict between the terms of this Contract in English and any translation, the English version will take precedence unless it is directly agreed otherwise in the Contract.

## 23. Sanctions and Export Controls

- 23.1 The Services are subject to U.S. sanctions and export control laws, regulations and requirements, in addition to sanctions and export control laws, regulations and requirements of other agencies or authorities based outside of the United States (collectively referred to as **Sanctions and Export Controls**). Regardless of any disclosure made by the Customer to Bentley of an ultimate destination or end-use of the Services, the Customer must not use the Services, or any portion thereof, or any system containing such Services or portion thereof, in connection with any restricted party, end-use, or destination, whether directly or indirectly, without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the Services and/or the direct or indirect use of the Services, and transactions related thereto. The entities, end uses and countries subject to restriction by action of the United States Government, or any other governmental agency or authority outside of the United States, are subject to change, and it is the Customer's responsibility to comply with all applicable Sanctions and Export Controls as they may be amended from time to time. The Customer shall indemnify, defend and hold each member of the Bentley Group (including its officers, directors, agents and employees) harmless for any breach of its obligations pursuant to this clause.
- 23.2 Bentley reserves the right to restrict the countries from which customers can engage any of its Services and Customer will comply with these restrictions on notice by Bentley.

## SECTION B: TERMS AND CONDITIONS APPLYING TO TRAINING SERVICES

These additional terms and conditions apply to any Services that are or are related to the delivery of training to the Customer's employees, contractors or other delegates (a **Customer Delegate**).

### 1. Pre-work and attendance

- 1.1 Where any Statement of Work or other notification or communication from Bentley requires work to be completed by Customer Delegates prior to attendance at any training event, Bentley may deny attendance to any Customer Delegate who has failed to complete that pre-work.
- 1.2 Only Customer Delegates with respect to whom Fees have been paid are permitted to attend any training services (virtually or in-person) unless otherwise agreed in the Statement of Work or by prior written agreement between the Customer and Bentley.

### 2. Virtual training

- 2.1 Where training Services are being delivered virtually (in whole or in part), personal registration instructions and log-in details will be provided to each Customer Delegate. Such instructions and log-in details may not be used by any other person or transferred or supplied to any third party or organisation.
- 2.2 If any Customer Delegate attempts to use the registration and log-in details supplied by Bentley multiple times or discloses such details to others for the purpose of attending the training, the Customer will be required to pay the applicable Fees for the number of people who attended the virtual Services using the registration details, irrespective of whether they were authorised by the Customer or not.
- 2.3 The Customer acknowledges that participation in virtual training Services requires use of certain technologies. The Customer will, at its own expense, ensure that it and Customer Delegates: (a) have their own viewing venue, computer systems, internet service, and other technology, devices, and accommodation as necessary to participate in the training Services; (b) obtain any software necessary to



participate in the training Services, including, without limitation and where appropriate, their own Microsoft Teams video-conferencing capability and access (or other provider as specified by Bentley); and (c) comply with all reasonable additional technology requirements prescribed by Bentley in writing. Bentley accepts no responsibility or liability for any failure in the above technology requirements.

- 2.4 Bentley shall not be liable for any interruption to service or availability of internet connection or video-conferencing facility caused by equipment or technologies supplied, used or made available by the Customer nor for the Customer or any Customer Delegate's inability to access any virtual session or content or functionality that forms part of the Services, nor for any interruption to service or availability of internet connection or video-conferencing facility caused by factors not under the control of Bentley.
- 2.5 In addition to the data protection and privacy terms set forth in clause 9 of these Service Terms, the following terms shall also apply:
  - a. Bentley, at its discretion, may monitor the registration and access to virtual sessions, including the number of computers and their IP addresses, to ensure that the registration and/or log-in details have not been used other than as permitted;
  - b. Bentley may record the virtual sessions provided that no participants shall be video-recorded in such recordings without their consent; and
  - c. Bentley may transfer personal data to third party video-conferencing software providers used to facilitate virtual delivery of training Services as sub-processors for the purpose of performance of the virtual session in accordance with the Privacy Policy on the Website. The Customer acknowledges and will advise Customer Delegates that such third party video-conferencing software providers may use participants' personal data as set forth in their privacy policies and Customer Delegates should refer to those policies for additional details.

**3. Cancellation and postponement**

- 3.1 Unless otherwise specified in a Statement of Work, Bentley reserves the right to charge for training Services (including but not limited to courses, workshops, presentations or seminars) cancelled or postponed by the Customer. Such charges are considered by the Customer as fair payment for expenses and damages incurred (or to be incurred) by Bentley as a result of postponement or cancellation of the Services and will be calculated in accordance with the following:
  - a. where the Services are postponed by the Customer, the following amounts will be payable as a postponement charge (the percentages refer to the proportion of the Fees payable with respect to the relevant Services) required to cover Bentley's incurred expenses (in addition to expenses actually incurred by Bentley in the provision of the Services according to clause 4.2 of Section A of these Service Terms that shall be also paid by the Customer):

<b>Number of Business Days prior to scheduled commencement of training:</b>	<b>29 or more</b>	<b>28 or less</b>	<b>5 or less</b>
Half or one-day event	20%	50%	100%
Two or more-day event	40%	80%	100%

- b. where training Services are cancelled by the Customer, the Customer will be charged (1) expenses actually incurred by Bentley in the provision of the Services according to clause 4.2 of Section A of these Service Terms and (2) one hundred percent (100%) of the Fees payable with respect to the relevant Services as a fee for the unilateral withdrawal from the Services covering costs and expenses incurred by Bentley when preparing the training Services.
- 3.2 In addition, the Customer will bear the full cost of any fees or expenses incurred by Bentley for the cancellation of venues required as a result of any cancellation or postponement of the Services by the Customer and, except in cases where the Customer has paid a 100% cancellation or postponement charge, for non-returnable goods and services bought or contracted for the purpose of the Services.
- 3.3 Where training Services are postponed:
  - a. the revised dates must be confirmed in writing within two (2) months of the original event dates;

- b. the rebooked dates must take place within six (6) months of the original event dates; and
- c. the Customer will remain liable for payment of the Fees for the Services in addition to the postponement charges already due or paid.

## **SECTION C: REGION SPECIFIC TERMS**

### **Russia:**

1. Where the Customer is located in Russia, the following terms of this clause 1 will apply and prevail over the remainder of the Service Terms.
  - 1.1 Clause 2.5 (The Services) shall be amended and read as follows: “No quality requirements for information or advice are agreed by the parties. In the meantime, Bentley will use reasonable endeavours to ensure that any information or advice provided to the Customer as a result of the delivery of Services is complete and accurate. However, Bentley gives no guarantees, undertakings or warranties in relation to the completeness or accuracy of the information or advice provided, and does not accept any legal liability or responsibility for the completeness or the accuracy of such information or advice or for any loss or damage suffered by the Customer arising directly or indirectly in connection with reliance on or use of such information or advice, to the maximum extent permitted by applicable law.”
  - 1.2 The following wording is added as a new clause (2.6) under Section 2 - The Services: “Once the Services under the relevant Quote and Statement of Work are rendered, Bentley will issue an acceptance certificate on rendered Services confirming the fact of providing the Services (**Acceptance Certificate**) and send it to the Customer for signing. The Customer shall review the Acceptance Certificate provided by Bentley within five (5) calendar days upon its receipt and sign it or provide a reasoned refusal to sign the Acceptance Certificate in case of defects in the Services. In case the Customer fails to sign the Acceptance Certificate or provide a reasoned refusal to sign it within the term specified above, then the Services shall be deemed properly rendered by Bentley in full and accepted by the Customer without any objections.”
  - 1.3 The following wording is added as a new clause (2.7) under Section 2 – The Services: “The parties have agreed that the Acceptance Certificate could be signed by the parties by exchanging scan-copies of the Acceptance Certificate signed by the sending party via email by using corporate addresses of authorised representatives of the parties. Such scan-copies shall be considered as originals in hard copy signed with a hand-written signature and be binding for the Parties. In the meantime, if required in accordance with applicable law or legal requirements of authorised state bodies, officials or banks, the parties will also exchange counterparts of the Acceptance Certificate in hard copies signed in hand-written signatures within the reasonable period after signing the Acceptance Certificate via email as described above.”
  - 1.4 The following wording is added to the final sentence of clause 3.4 (Customer’s obligations): “Otherwise, the Customer shall pay the fee equal to six (6) months’ salary or remuneration of the Bentley Group’s employees or contractors employed or engaged otherwise by the Customer. Notwithstanding the foregoing, nothing contained in this clause 3.4 shall prevent the Customer from offering employment or assignments to persons, who respond to a general solicitation or advertisement that is not specifically directed at such persons (and nothing shall prohibit such general solicitation or advertisement); in this case, no payment is required to be made by the Customer.”
  - 1.5 The following wording is added to the final sentence of clause 6.3b (Intellectual Property): “The Customer also hereby provides a consent, and undertakes to obtain consents of authors of intellectual property contained in the Customer Materials, to use intellectual property contained in the Customer Materials on an anonymous basis, i.e. without specifying authors’ names.”
  - 1.6 The following wording is added to the final sentence of clause 6.5 (Intellectual Property): “The Customer hereby provides a consent to use, and undertakes to obtain consents of authors of Intellectual Property mentioned above to use such Intellectual Property on an anonymous basis, i.e. without specifying authors’ names.”
  - 1.7 Clause 8.1 (Confidentiality) shall be amended and read as follows: “Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that it obtained in connection with the provision or receipt of the Services and that is clearly designated as ‘confidential’ or that is by its nature confidential. In particular, without limitation, confidential information may include production, technical, financial, organisational or any other information and documents, information related to Intellectual Property, content of consultancy and training services, as well as information related to the

current and prospective business activity, which has actual or potential commercial value due to its secret nature for third parties, to which third parties have no legal access. No special regime or other formalities (e.g. marking documents or materials as “Confidential” or otherwise) shall be established by the party disclosing the confidential information with regard to such information for being treated as such. Neither party shall use such information except in connection with the Services and the performance of the Contract nor disclose it to any third party without the prior written consent of the other party.”

- 1.8 Clause 8.2d (Confidentiality) shall be amended and read as follows: “is legitimately required by law to be disclosed by the Receiving Party (in this case confidential information could be disclosed to a minimum required scope only and the Receiving Party shall immediately notify the other party on the required disclosure and its scope).”
- 1.9 Clause 10.1 shall be amended and read as follows: “The Contract will commence on the date the Customer accepts the Quote and shall continue in full force and effect until the Services have been completed and other parties’ obligations are fulfilled under the Contract, subject to earlier termination pursuant to clauses 10.2, 10.3 and 13.”
- 1.10 The following wording is added as a new clause (10.7) under clause 10 (Term and termination): “In case the Customer is entitled to terminate the Contract in full or in part of relevant Services at any time without any reason in accordance with mandatory provisions of applicable law, the Customer shall notify Bentley in advance on such termination by sending a written notice thirty (30) days prior to the expected termination date, unless otherwise is directly agreed by the Parties in the Contract.”
- 1.11 The following wording is added as a new clause (18.7) under clause 18 (Disputes Resolution): “Where these Service Terms are governed by the laws of Russia, if the parties are unable to resolve the dispute through mediation, the dispute shall then be finally resolved through arbitration. Except in cases in which Bentley has the right, but not the obligation, to seek injunctive relief, any controversy, claim, or dispute arising under or related to the Contract shall be finally resolved by arbitration administered by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (**ICAC**) in accordance with the then-effective Arbitration Rules and other applicable regulations of the ICAC. In the meantime, the parties are entitled to agree on another arbitration institute in the Contract; in this case, arbitration will be administered by an arbitration institute agreed by the parties in the Contract in accordance with the then-effective applicable rules and regulations of such agreed arbitration institute.”
- 1.12 The following wording is added as a new clause (18.8) under clause 18 (Disputes Resolution): “The seat of arbitration shall be Moscow, Russia. The parties may agree that arbitration hearings shall be conducted virtually (online) rather in person by conference call, video conference or by using other communication technology, unless arbitration hearings shall mandatorily take place in person. An arbitration award shall be final and binding for the parties. It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature. Consideration by state courts of issues on challenges of arbitrators or termination of their powers on other grounds shall not be allowed. Judgment upon the award rendered by arbitrators may be entered in any court having appropriate jurisdiction.”
- 1.13 A new clause 24 (Signing Documents) is added to Section A:

#### **Clause 24. Signing Documents**

24.1 The parties have agreed that the Contract (including its separate parts such as Quote or Statement of Work) as well as additional agreements to the Contract or any other documents necessary for conclusion, performance, amending or termination of the Contract (**Legal Documents**) may be signed by the parties through an electronic signing tool for documents (such as DocuSign) or by exchanging scan-copies of the Contract (including its separate parts such as Quote or Statement of Work) or the relevant Legal Documents signed by the sending party via email with the use of proper email addresses. The Contract and other Documents signed by using an electronic signing tool or by exchanging signed scan-copies via email shall be considered by the parties to be originals in hard copies signed in hand-written signatures, binding for the parties to the same extent as original documents and to have full legal force. Each party shall keep confidential the data used by it for accessing an electronic signing tool and email (password and other information). For the purposes of this clause 24.1, the proper email address of the party shall be email address with the corporate

domain of the authorised signatory of the relevant party. The Customer will not challenge the validity or enforceability of the Contract (or any its separate part such as Quote or Statement of Work) or any other Document solely because Bentley uses an electronic signature.

In the meantime, if required in accordance with applicable law or legal requirements of authorised state bodies, officials or banks, the parties will also exchange the Contract (including its separate parts such as Quote or Statement of Work) or any other Legal Document in hard copies signed in hand-written signatures within the reasonable period after signing the Contract or the Document via an electronic signing tool or email as described above.

**Brazil:**

2. Where the Customer is located in Brazil, the following terms of this clause 2 will apply and prevail over the remainder of the Service Terms.
  - 2.1 Bentley may charge fines and interest on overdue amounts. If Customer fails to pay any Fees on time, Bentley reserves the right, in addition to taking any other action at law or equity, to charge a fine of 2% plus interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is highest, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).
  - 2.2 In the event of a breach of any of the Customer's obligations to Bentley, the Customer must pay to Bentley a fine equivalent to 10% (ten percent) of the total amount of the Contract duly adjusted by the variation of the IGPM on date of actual payment, without prejudice to Bentley's rights of recovery for any losses and damages suffered by Bentley.
  - 2.3 Any dispute arising out of or in connection with the Contract as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of the Contract will be governed by Brazilian law, submitted to the jurisdiction of Belo Horizonte, Minas Gerais, and will be conducted in Portuguese.

**Mainland China (People's Republic of China):**

3. Where the Customer is located in People's Republic of China, the following terms of this clause 3 will apply and prevail over the remainder of the Service Terms.
  - 3.1 This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of People's Republic of China. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
  - 3.2 The parties agree that they shall use their best efforts to resolve amicably any dispute or difference arising from or in connection with this Contract. If the parties are unable to settle the dispute or difference within thirty (30) days from the delivery by any party of a notice confirming the existence of the dispute, any party may submit the dispute to the China International Economic and Trade Arbitration Commission, Beijing, for arbitration in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction.

**Mexico:**

4. Where the Customer is located in Mexico, the following terms of this clause 4 will apply and prevail over the remainder of the Service Terms.
  - 4.1 This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of Mexico. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
  - 4.2 In the event of any dispute, controversy or claim between the parties arising under or related to this Contract, the parties shall submit to binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. The arbitration shall take place in Mexico City, Mexico and shall be conducted in Spanish. Each party shall bear its own attorney's fees, costs, and

expenses incurred in such arbitration. Notwithstanding the above, Bentley may, at its sole discretion, institute summary proceedings for collection on delinquent accounts before the Courts of Mexico City, Mexico.

**Taiwan (Republic of China):**

5. Where the Customer is located in Taiwan, the following terms of this clause 5 will apply and prevail over the remainder of the Service Terms.
- 5.1 This Contract shall be governed by, interpreted, and enforced in accordance with the substantive laws of Republic of China. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application to this Contract.
- 5.2 Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Contract, 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. Each party shall bear its own attorney's fees, costs, and expenses incurred in such arbitration. Notwithstanding the above, Bentley may, at its sole discretion, institute summary proceedings for collection on delinquent accounts before the Courts of Taiwan.