企业级 365——公共行业计划协议

客户的企业级 365-公共行业计划（“EPS-365 计划”）订阅受下列条款约束，这些条款连同任何适用的要约文件，共同构成客户与 Bentley 合同实体之间的 EPS-365 计划协议（“协议”）：
Subscriber’s Enterprise 365 – Public Sector Program (“EPS-365 Program”) subscription is governed by the following terms and conditions that, together with any applicable Offering Document, comprise the EPS-365 Program Agreement (the “Agreement”) between Subscriber and the Bentley Contract Entity:

EPS-365 计划条款 / EPS-365 Program Terms；

Bentley 通用条款和条件 / Bentley General Terms and Conditions；

支持和维护条款/ Support and Maintenance Terms； 及/and

服务条款 / Services Terms

企业级 365——公共行业计划协议

EPS-365 计划条款 / EPS-365 Program Terms

1. 定义/Definitions.

EPS-365计划条款中以大写表示的词语、术语及词组具有以下条款或Bentley通用条款和条件中约定的含义。
The capitalized words, terms and phrases in these EPS-365 Program Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. 适用性/Applicability.

应客户的请求并经Bentley同意，客户可根据本协议条款参与EPS-365计划。为享受该权利，客户必须满足如下条件：（1）付清对Bentley的全部应付帐款；（2）同意本协议的条款和条件；（3）利用CONNECT 许可或任何后续Bentley许可管理工具。
At Subscriber's request and upon Bentley's approval, Subscriber may participate in the EPS-365 Program, subject to the terms and conditions of the Agreement. To be eligible to participate, Subscriber must (i) be current on all outstanding invoices for amounts owed to Bentley; (ii) have a current Agreement; and (iii) utilize CONNECT Licensing or any successor Bentley tool for license administration.

3. 概述/Overview.

Bentley接受客户加入EPS-365计划后，应授予客户使用特定EPS-365产品（定义如下）的权利且不限制用户数量。客户应签署"EPS-365采购合同"（就本EPS-365 计划条款而言，该合同为要约文件），其中应约定"EPS-365年费"、订阅开始日期（"**开始日期**"）以及订阅的期间（"**订阅期间**"）。如果客户在一段时间内签署了多个EPS-365采购合同，则签署日期最近的EPS-365采购合同应取代所有之前的EPS-365采购合同。
Upon Bentley's acceptance of Subscriber into the EPS-365 Program, Subscriber shall be granted rights to Use certain EPS-365 Products (as defined below) without limitation as to the number of Users. Subscriber shall execute an "**EPS-365 Purchase Contract**" (which for the purpose of these EPS-365 Program Terms is an Offering Document), which shall designate the "Annual EPS-365 Fees", the subscription start date ("**Start Date**") and the length of the subscription ("**Subscription Term**"). If Subscriber executes multiple EPS-365 Purchase Contracts over time, the EPS-365 Purchase Contract with the most recent execution date shall supersede all previous EPS-365 Purchase Contracts.

4. EPS-365产品/EPS-365 Products.

适用EPS-365计划的Bentley产品（"**EPS-365产品**"）基于如下几种模式进行许可：（1）基于指定用户或唯一机器按日许可（"**A类产品**"）；（2）基于指定用户或唯一机器按季度许可（"**B类产品**"）；（3）固定费用（"**C类产品**"）。*Enterprise 365价目表*中包括了EPS-365产品的许可模式和定价信息。Bentley可自行决定随时修改EPS-365产品列表。
Bentley Products eligible under the EPS-365 Program ("**EPS-365 Products**") are licensed on the following bases: i) named user or unique machine per day ("**Category A Products**"); ii) named user or unique machine per quarter ("**Category B Products**"); or iii) fixed fee ("**Category C Products**"). License model and pricing information for EPS-365 Products are included in the Enterprise 365 Price List. Bentley may amend the list of EPS-365 Products from time to time in Bentley's sole discretion.

5. EPS-365产品许可授予/EPS-365 Product License Grant.

5.1 **生产性使用。**在客户全额支付EPS-365年费且未违反本协议的前提下，Bentley特此授予客户一项在EPS-365计划订阅期间内将EPS-365产品用于生产性使用的非独占性的、有限的、可撤销的、不可转让的且不可让渡的许可，且不限制可以使用EPS-365产品的用户数量。
Production Use. In consideration for full payment of the Annual EPS-365 Fees and, provided that Subscriber is not otherwise in breach of the Agreement, Bentley hereby grants to Subscriber a non-exclusive, limited, revocable, non- transferable, non-assignable license to Use the EPS-365 Products in Production Use during the EPS-365 Program Subscription Term, without limitation as to the number of Users who may Use the EPS-365 Products.

5.2 **试用。**客户可以请求仅将适用产品用于内部评估或测试用途的有限的、不可转让的、可撤销的、非排他性的权利（**"试用许可"**）且Bentley可以 自行决定是否授予客户该等权利，前提是此类试用许可不得用于生产性使用。如果试用许可的使用违反了此处约定的限制（**"未授权使用"**），则每一次此类未授权使用均应视为正常EPS-365产品使用。
Evaluation Use. Subscriber may request, and Bentley may at its sole discretion grant to Subscriber a limited, non- transferable, revocable, non-exclusive right to use Eligible Products for internal evaluation or testing use only (an "**Evaluation License**"), provided that such Evaluation Licenses are not used for Production Use. To the extent that an Evaluation License is used in breach of the restrictions set forth herein (an "**Unauthorized Use**"), then each such instance of Unauthorized Use shall count as an instance of Use of EPS- 365 Products.

6. EPS-365年费/Annual EPS-365 Fees.

EPS-365采购合同将约定一笔或多笔EPS-365年费，具体取决于订阅的期限（即年数，每个合同年均定义为**"合同年度"**）。每个合同年度应为期十二（12）个月，第一个期间（**"第一个合同年度"**）涵盖从开始日期算起的前十二（12）个月，后续期间则涵盖从开始日期周年日起算的十二（12）个月期间。第一个合同年度之后的EPS-365年费将包含EPS-365采购合同上约定的费用增加项目，以反应EPS-365产品使用量的预期增加情况。每笔EPS-365年费均基于 前十二（12）个月使用的Bentley产品，具体为A、B类产品，加上任何订阅的C类产品，适用于客户生态系统（定义如下）。客户应预先支付每个合同年度 的EPS-365年费总额，Bentley应按季度从中扣除该合同年度的EPS-365年费金额的四分之一(¼)。倘若发生根据本协议第7、8或11条提前终止的情况，EPS-365年费的所有剩余款项应用于支付客户继续使用SELECT计划下Bentley产品的费用。
The EPS-365 Purchase Contract will designate one or more Annual EPS-365 Fees, depending on the length of the subscription (i.e., the number of years, each defined as a "**Contract Year**"). Each Contract Year shall be a twelve-month period, with the first period ("**Year One**") covering the first twelve months from the Start Date, and subsequent periods covering twelve-month (12) terms from the anniversary of the Start Date. Annual EPS-365 Fees after Year One will incorporate a fee increase as stated on the EPS-365 Purchase Contract to accommodate for anticipated increase in usage of EPS-365 Products. Each EPS-365 Annual Fee is based on the preceding twelve months' usage of Bentley Products, specifically Category A Products, Category B Products, plus any subscribed Category C Products, applicable to Subscriber's Ecosystem (as defined below). Subscriber shall pay in advance the total of the Annual EPS-365 Fees for each Contract Year, from which Bentley, on a quarterly basis, shall draw down one quarter (¼) the value of that Contract Year's Annual EPS-365 Fees. 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 used to fund Subscriber's continued access to Bentley Products under the SELECT Program.

7. 费用调整/Fee Adjustments.

7.1 费用调整流程/Fee Adjustment Process.

双方确认，EPS-365年费基于客户对某些Bentley产品的实际或预期使用情况而产生，包括Bentley接受并授权的任何第三方实体（从EPS-365采购合同上约定的开始日期开始）根据客户的EPS-365计划订阅Bentley产品（统称为**"客户生态系统"**）。双方进一步确认，使用量或客户生态系统如有重大、意外变化（详见本第7条下文）可能导致EPS-365年费增加或减少（**"费用调整"**）。为明确起见，第7.1条中详细约定的费用

调整流程应对根据第7.4、7.5和7.6条进行的费用调整具有约束力，但不适用于根据第7.3条进行的费用调整。对于根据第7.2条进行的费用调整、发票开具，应当适用以下第7.1.1(1)条，而非第7.1.1(2)条。
The parties acknowledge that the Annual EPS-365 Fees are based on actual or projected usage of certain Bentley Products by Subscriber, including any third-party organizations accepted and authorized by Bentley (as of the Start Date as indicated on the EPS-365 Purchase Contract) to use Bentley Products under Subscriber's EPS-365 Program subscription (collectively, "**Subscriber Ecosystem**"). The parties further acknowledge that significant, unanticipated changes to Usage or to Subscriber Ecosystem (as detailed in this section 7 below) may require an increase or decrease to the Annual EPS-365 Fees ("**Fee Adjustment**"). For the sake of clarity, the Fee Adjustment process detailed in this clause 7.1 shall govern Fee Adjustments made pursuant to clauses 7.4, 7.5 and 7.6 and shall not be applicable to Fee Adjustments made pursuant to clause 7.3. For Fee Adjustments made pursuant to clause 7.2, and with respect to applicable invoicing, clause 7.1.1(1) below shall apply and not that of clause 7.1.1(2).

受本协议第7.2条所述的A和B类产品使用量增减的阈值限制，任何一方均可在当年合同年度内随时以书面形式提议进行费用调整（"**费用调整通知**"）。接收方收到费用调整通知后的九十（90）天内，经双方一致同意，应分别针对任何此类增加或减少情况按以下规定方式进行费用调整作为协议的一部分：
Subject to the threshold limits for any such increase or decrease in Usage of Category A and B Products as described in Section 7.2 herein, Fee Adjustments may be proposed in writing by either party at any time during a then current Contract Year ("**Fee Adjustment Notice**"). Within ninety (90) days after a receiving party's receipt of a Fee Adjustment Notice, and upon concurrence of the parties, a Fee Adjustment shall be made part of the Agreement in the manner set forth below for any such increase or decrease, respectively, as follows:

7.1.1 针对一致同意增加的费用调整，客户应按下述付款时间支付按比例计算的年度增加金额：(1)在首次适用增加费用的当前合同年度内， 且在客户收到适用发票后九十(90)天内支付；或(2)在下一合同年度的EPS-365年费付款到期时，除支付下一合同年度的EPS-365年费外，还应支付按比例计算的增加年费，该合同年度的EPS-365年费应已修订，以包括一致同意增加的费用调整。
For a Fee Adjustment for an agreed upon increase, Subscriber shall pay the annualized pro-rata amount of such increase: (1) in the then current Contract Year for which such increase first applies and within ninety (90) days of Subscriber's receipt of an applicable invoice; or (2) at the time when payment is due for the immediately following Contract Year's Annual EPS-365 Fees, with such annualized pro-rata amount of such increase to be paid in addition to said following Contract Year's Annual EPS-365 Fees, which shall have been revised to include the agreed upon Fee Adjustment.

7.1.2 针对一致同意减少的费用调整应作为协议的一部分，并从紧接着下一个合同年度的EPS-365年费中予以扣除当时合同年度减少的年费，该合同年度的 EPS-365 年费应进行修改以反映双方同意的费用调整。如果双方无法在接收方收到费用调整通知后的九十（90）天内就费用调整达成一致，则任何一方均可向另一方发出书面通知终止EPS-365计划订阅，该终止在当前合同年度结束时生效，该书面通知应至少提前三十（30）日向另一方发出（尽管有下文的终止通知条款约定）。
A Fee Adjustment for an agreed upon decrease shall be made part of the Agreement with the annualized pro-rata amount of such decrease for the then current Contract Year deducted from the immediately following Contract Year's Annual EPS-365 Fees, which shall have been revised to reflect the agreed upon Fee Adjustment. If the parties are unable to agree to a Fee Adjustment within ninety (90) days after a receiving party's receipt of a Fee Adjustment Notice, the EPS-365 Program subscriptions may be terminated by either party, to be effective at the end of the then current Contract Year, with not less than thirty (30) days written notice (notwithstanding the termination notice provisions below) to the other party.

7.2 **A和B类产品。**Bentley将在每个合同年度审查EPS-365的使用情况。如果基于 *EPS-365价目表*的 A 类和 B 类产品的用量价值超过或低于上一合同年度总用量价值的 20%（基于EPS-*365价目表*的产品价格 x 所有 A 类和 B 类产品的用量价值，且未适用折扣或附加费）[1]，则 EPS-365 年费可能会根据第 7.1条 中规定的流程进行调整。
Category A and B Products. Bentley will review EPS-365 Usage during each Contract Year. Should the usage value of Category A and B Products, based on the EPS-365 Price List, exceed or drop below 20% of the previous Contract Year's gross usage value (Product prices based on the EPS-365 Price List x all Category A and B 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.

7.3 **C类产品。**EPS-365年费假定仅使用*EPS-365价目表*中列出的A和B类产品，加上自开始日期订阅的任何C类产品。如果客户在给定的合同年度内增加或修改C类产品订阅，则增加的订阅金额将按比例分配到合同年度结束，并根据当时的定价计费。后续合同年度的EPS-365年费将进行调整，以纳入增加的订阅。C类产品的增加金额和费用调整不受上述第7.1条流程的约束。
Category C Products. Annual EPS-365 Fees assume usage of only Category A and B Products listed in the EPS-365 Price List plus any Category C Products subscribed to as of the Start Date. Should Subscriber add or modify a Category C Product subscription during a given Contract Year, the value of the added subscription will be prorated to the end of the Contract Year and billed based on then-current pricing. Annual EPS-365 Fees for subsequent Contract Years will be adjusted to include the added subscription. Category C Product additions and fee adjustments will not be subject to the process set out in clause 7.1 above.

7.4 **Bentley收购。**如果Bentley通过收购向客户提供新软件，则适用本协议第7.1条约定的费用调整流程。这可能包括Bentley收购的客户当前使用的技术。
Bentley Acquisitions. Should Bentley make available to Subscriber new software via acquisition, the Fee Adjustment Process described in clause 7.1 herein shall apply. This potentially includes technology currently in use by Subscriber that Bentley acquires.

7.5 **客户重组、并购和剥离。**如果客户的重组、并购或剥离涉及Bentley软件（包括但不限于Bentley产品的永久许可或订阅权），客户应在事件或交易发生后的三十（30）天内通知Bentley。相关费用调整（如有）应受本协议第7.1条约定的费用调整流程的约束。
Subscriber Reorganization, M&A and Divestiture. If Subscriber is part of a reorganization, merger or acquisition, or divestiture that involves Bentley software (including but not limited to perpetual licenses or subscription rights to Bentley Products), Subscriber shall notify Bentley within thirty (30) days following the event or transaction. Related Fee Adjustments, if any, shall be subject to the Fee Adjustment Process set out in clause 7.1 herein.

7.6 **第三方访问权限。**客户在合同年度内的任何时间，均可要求在其EPS-365授权下增加第三方实体（包括但不限于关联企业、顾问、承包商或客户生态系统之外的其他组织），但须征得Bentley的同意，然而Bentley不得无合理理由拒绝该要求。相关费用调整（如有）应受本协议第7.1条约定的费用调整流程的约束。客户应对客户生态系统内的所有用户（包括第三方实体的用户）负责，责任包括但不限于确保所有用户遵守本协议的条款和条件。
Third-Party Access. Subscriber, at any time during a Contract Year, may request to include an additional third party organization (including, but not limited

[1] 如果费用调整协商发生在第一个合同年度，Bentley 将比较用于计算第一个合同年度 EPS-365 年费的总用量价值。
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.

to an affiliate, consultant, contractor or other organization outside of Subscriber Ecosystem) under its EPS-365 entitlement, subject to Bentley's consent, which shall not be unreasonably withheld. Related Fee Adjustments, if any, shall be subject to the Fee Adjustment Process set out in clause 7.1 herein. Subscriber shall be responsible for all Users, including those of third-party organizations, within Subscriber Ecosystem, including compliance with the terms and conditions of the Agreement.

8. EPS-365产品的版本/Versions of EPS-365 Products.

客户参与EPS-365计划的前提条件是客户使用最新可用版本的EPS-365产品。客户同意自开始日期后完全采用最新可用版本。
Subscriber's participation in the EPS-365 Program is conditioned on Subscriber's use of the latest available versions of the EPS-365 Products. Subscriber agrees to fully adopt the latest available version as at the Start Date.

9. EPS-365服务/EPS-365 Services.

9.1 客户可以随时请求Bentley向其提供专业服务，Bentley可以根据本协议的约定同意提供该服务。客户要求且Bentley同意履行的专业服务在下文中称为"服务产品"。有关服务产品的更多详情，请参阅本协议的服务条款。
Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The professional services requested by Subscriber and which Bentley agrees to perform shall hereinafter be referred to as "Services Offerings". Further details regarding Services Offerings may be found in the Services Terms herein.

9.2 部分服务产品将以一定数量的"积分"表示固定费用。每个积分自 EPS-365 采购合同中规定的订阅开始日期或订阅开始日期的指定周年日起（视情况而定）有效期为十二个月。为明确起见，如果一个或多个相关积分在服务产品交付开始后但在交付完成前到期，则交付将根据已到期的积分自服务产品开始后最多持续90 天，并且客户无需为该服务产品消耗任何额外积分。
Some Services Offerings will have a fixed cost expressed as a given number of "Credits". Each Credit is valid for twelve months from either the Subscription Start Date, as set forth on the EPS-365 Purchase Contract, or a given anniversary of the Subscription Start Date, as applicable. For the sake of clarity, if one or more relevant Credits expire after delivery of a Services Offering has commenced but before it is completed, delivery shall continue for a maximum of 90 days from commencement of the Services Offering on the basis of the expired Credits, and Subscriber will not be asked to expend any additional Credits for that Services Offering.

基于EPS-365采购合同中约定的客户年度 EPS-365 费用，客户将获得一定数量的积分。为明确起见，分配积分的数量可能为零。
Subscriber will be allocated a number of Credits, based on Subscriber's Annual EPS-365 Fees as set forth on the EPS-365 Purchase Contract. For the sake of clarity, the number of allocated Credits may be zero.

10. 管理/Governance.

10.1 **季度业务审查会议。**Bentley和客户还应尽最大努力在EPS-365计划订阅期间内至少每九十（90）天召开一次会议，以审查计划是否成功以及还有哪些地方需要改进。会议主题包括但不限于：
Quarterly Business Review Meetings. Bentley and Subscriber shall make best efforts to meet at least once every 90 days during the term of the EPS-365 Program subscription to review program success and areas for improvement. Meeting topics include but are not limited to:

（1）持续的成功流程工作以及根据客户和Bentley的共同目标开展的新领域；（2）应用程序版本使用、定价透明度和可预见性；（3）通过使用Bentley产品实现潜在的效率和成本节约改进；以及（4）组织参与计划。
a)ongoing success stream work and new areas for engagement per Subscriber's and Bentley's mutual goals: b) application version use, and pricing transparency and foreseeability; c) potential efficiency and cost saving improvements through use of Bentley Products; and d) organizational engagement plan.

10.2 **上报。**任何一方都可以书面通知另一方，要求上报任何下列问题：（1）在进度会议上产生的问题；（2）在上述第10.1条所述的任何季度业务审查会议上或其他会议上产生的问题；或（3）根据上文第7.1条约定的费用调整流程产生的问题。任何此类上报都应按照以下方式进行：客户的EPS-365采购合同应按资历级别递增排序（每个资历级别是一个"**上报级别**"）列出各方授权人员的姓名和职位。双方确认，可根据需要更替特定人员，前提是同级更替。各方同意争取以最低适用的上报级别解决此类上报问题，且只有在以下情况下才进一步上报：
（1）确定需要更高的上报级别以解决问题，以及（2）书面通知另一方。为明确起见，双方同意，尽管有本条约定的上报流程，第7.1条费用调整流程要求的期限应始终有效。
Escalation. Either party may, by written notice to the other party, request the escalation of any issue arising: a) at a progress meeting; b) at any Quarterly Business Review or other meeting described in clause 10.1 above; or c) according to the Fee Adjustment Process set forth in clause 7.1 above. Any such escalation shall be conducted in the following manner. Subscriber's EPS-365 Purchase Contract shall list, in ascending order of seniority level (each an "**Escalation Level**"), the names and titles of authorized individuals from each party. Both parties acknowledge that substitutions of specific individuals may occur as required; provided that such substitutions are of the same level of seniority. Each party agrees to use best efforts to resolve such escalated issues at the lowest applicable Escalation Level and shall only call for further escalation: 1) upon making a determination that resolution of the issue requires the next higher Escalation Level, and 2) by written notice to the other party. For clarity, the parties agree that, notwithstanding the escalation process as described herein, the time frames as required by Section 7.1 Fee Adjustment Process shall remain in effect at all times.

11. 期限和终止/Term and Termination.

11.1 **期限。**客户EPS-365计划订阅应自开始日期起生效，并应持续至订阅期限到期日，除非Bentley或客户为方便起见随时提前九十（90）天向另一方发出书面通知（"**终止通知**"）终止EPS-365计划订阅。在EPS-365计划订阅开始之前，Bentley可以将客户的当前Bentley订阅按比例延长至当前日历季度末。
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.

11.2 **实质违约的终止。**任何一方出现本协议项下的实质性违约事由，另一方可以选择终止协议。任何此类终止只能通过向另一方发出书面通知的方式进行，通知应具体指明终止协议所依据的违约行为。在收到上述通知后，违约方应在三十（30）天内纠正上述违约行为，如果在上述期限结束时仍未纠正，本协议即告终止；但是，如果客户违反了《通用条款和条件》第 3 条或第6条规定的任何义务，Bentley有权立即终止本协议。客户未能支付Bentley 的未付发票应始终构成对本协议的实质违约。

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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 or Section 6 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.

11.3 **破产。**若根据适用的破产法，客户无法支付其债务，资不抵债、破产、或与其债权人签订债务安排协议、或以其他方式进入清算、审查、整顿或破产接管阶段，Bentley有权发出书面通知立即终止本协议。
Insolvency. If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration, examinership or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.

11.4 **终止事件。**本协议因任何原因终止后，本协议授予客户的所有权利和许可将立即终止。对于任何永久许可的产品，客户对该等产品的使用

受附随该等产品交付的许可协议中规定的条款和条件管辖。客户应立即停止使用SES。如果根据本协议第11.1条的约定为方便起见终止客户的EPS-365计划订阅，则在Bentley或客户收到终止通知后，所有服务产品的交付将立即停止。
Event of Termination. Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of SES. In the event of a termination for convenience of Subscriber's EPS-365 Program subscription according to Section 11.1 herein, all delivery of services towards any Services Offering shall cease immediately following the receipt by Bentley or Subscriber of a Termination Notice.

12. 条款保密 **Terms are Confidential.**
客户特此确认，EPS-365 采购合同的条款和条件以及任何EPS-365 Bentley材料均属保密性质，客户特此同意，其或在客户生态系统中使用EPS-365产品的任何第三方组织均不得向任何其他第三方披露EPS-365 采购合同的内容或任何 EPS-365 Bentley材料。
Subscriber hereby acknowledges that the terms and conditions of the EPS-365 Purchase Contract and any EPS-365 Bentley materials are confidential in nature, and Subscriber hereby agrees that neither it nor any third-party organization using EPS-365 Products in Subscriber Ecosystem shall disclose the contents of the EPS-365 Purchase Contract or any EPS-365 Bentley materials to any other third party.

Bentley 通用条款和条件 / Bentley General Terms and Conditions

1. 定义/Definitions.

Bentley通用条款和条件中以大写表示的词语、术语及词组的含义如下：
The capitalized words, terms and phrases in these Terms shall have the meanings set forth below:

1.1 **"协议"**应具有适用的计划条款中约定的含义。
"**Agreement**" shall be defined as set forth in the applicable Program Terms.

1.2 "**Bentley**"指Bentley合同实体以及所有控制Bentley合同实体或受Bentley合同实体控制的法律实体，或与Bentley合同实体受共同控制的法律实体，包括但不限于任何在协议期限内新设立或新收购的此类实体。
"**Bentley**" means the Bentley Contract Entity and any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity, including, without limitation any such entity created or acquired during the term hereof.

1.3 "**Bentley合同实体**"是指Bentley通用条款和条件第7条中约定的许可Bentley产品和服务的适用实体。
"**Bentley Contract Entity**" means the applicable Bentley entity set out in Article 7 of these Terms for the license of Bentley Products and services.

1.4 "**Bentley产品**"或"**产品**" 指由Bentley通过其自行决定的交付机制在此前或此后分发的软件产品、数据和其他材料（包括Bentley在协议期限内获得的软件产品、数据和其他材料），Bentley通常仅以目标代码形式向客户提供，用于本协议项下授予许可，包括主要更新和次要更新。 "**Bentley Products**" or "**Products**" means the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Bentley during the term of an Agreement) Distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion that Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Major Updates and Minor Updates.

1.5 **"国家"**是指：（1）客户首次从Bentley或某Bentley授权经销商处获得产品的国家；或（2）于采购合同中约定的可制作产品生产性使用副本或产品被授权使用的国家。

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"**Country**" means the country: (i) where the Product is first obtained from Bentley or an authorized Bentley reseller; or (ii) specified in the purchase contract for which a Production Use copy of the Product may be made, or the Product is authorized to be used.

1.6 "**设备**"是指单个个人电脑、工作站、终端、便携式电脑、移动设备、服务器或其他电子设备。
"**Device**" means a single personal computer, workstation, terminal, laptop, mobile device, server, or other electronic device.

1.7 "**分发**"是指Bentley通过所有已知的或将来开发的方式进行的分发。
"**Distribute**" means distribution by Bentley through all means now known or hereinafter developed.

1.8 "**说明文件**"是指与产品或云产品相关的描述性、交互式或技术性信息资源。
"**Documentation**" means descriptive, interactive, or technical information resources pertaining to Products, or Cloud Offerings.

1.9 "**生效日期**"指客户签署引用了适用的计划条款的要约文件或以书面形式接受要约文件的日期。
"Effective Date" means the date Subscriber executes an Offering Document that references the applicable Program Terms, or otherwise accepts the Offering Document in writing.

1.10 "**适用产品**"是指Bentley许可计划适用列表中约定的Bentley产品，该列表可通过www.bentley.com/wp-content/uploads/SELECT-Licensing-Program-Eligibility-List.pdf访问，如未列入此列表，则产品不适用任何此类计划或订阅。
"**Eligible Product**" means a Bentley Product as designated on the Bentley Licensing Program Eligibility List, which can be accessed at www.bentley.com/wp-content/uploads/SELECT-Licensing-Program-Eligibility-List.pdf , absent of which a Product is ineligible for any such program or Subscription.

1.11 "**外部用户**" 是指任何不符合下列条件的用户（非组织）：
"External User"means any User (not an organization) who is not:

1.12.1 客户的全职、兼职或临时雇员；或
one of Subscriber's full-time, part-time, or temporary employees; or

1.12.2 在客户监督和控制下从事生产性使用和工作的临时代理人员或独立承包商。
agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber's supervision and control.

1.12 "**主要更新**"是指产品的商业发布，该产品比被取代的产品明显增加了新的实质性功能。
"**Major Update**" means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.

1.13 "**次要更新**"是指为维护产品而进行的产品发布。
"**Minor Update**" means a maintenance release of a Product.

1.14 "**目标代码**"是指以机器可读格式存在的产品，其程序逻辑难以为人类所理解，配有合适的运行系统的电脑无须经过编译和解读即可读取的产品。目标代码明确不包括源代码。
"**Object Code**" means the Products in a machine-readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes source code.

1.15 "**要约文件**"是指Bentley发出的书面商业要约，可能称为建议书、工作订单、工作说明书、报价单或采购合同。
"**Offering Document**" means a written commercial offer from Bentley that may be variously referred to as a proposal, work order, statement of work, quotation or purchase contract.

1.16 "**生产性使用**"是指专为客户的内部生产之目的而由用户或设备（若适用）通过目标代码形式使用Bentley产品，并将外部用户排除在外（除访问服务器产品外）。
"**Production Use**" means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber's internal production purposes, and excludes External Users (except with respect to access to Server Products).

1.17 **"计划条款"**是指约束Bentley订阅计划的相关条款和条件。
"**Program Terms**"means the relevant terms and conditions governing a Bentley subscription program.

1.18 "**专有信息**"应定义为与Bentley产品以及Bentley技术和商业实践相关的保密、专有和技术信息。
"**Proprietary Information**" shall be defined as confidential, proprietary and technical information pertaining to Bentley Products and to Bentley's technology and business practices.

1.19 "**序列号**"是指Bentley为了认证某一产品的特定拷贝而设置的唯一编号，该编号将登记给客户，由客户分配给产品的特定拷贝。
"**Serial Number**" means a unique number issued by Bentley for identification of a particular copy of a Product, which number shall be registered to Subscriber and assigned by Subscriber to a particular copy of such Product.

1.20 "**服务器产品**"是指位于服务器上的产品，用户可以使用客户端应用程序或移动应用程序连接到服务器，以使用产品提供的功能。此类服务可能位于：（1）部署在客户防火墙后和/或客户网络内的服务器产品上，（2）外部组织许可的服务器产品上，或（3）由Bentley提供的云服务。 "**Server Product**" means a Product that resides on a server and provides functionality that Users access by connecting to the server using client applications or mobile applications. Such server may reside: i) on a Server Product deployed behind Subscriber's firewall and/or within Subscriber's network, ii) on a Server Product licensed by an external organization, or iii) by Bentley as a cloud-based service.

1.21 **"服务产品"**指客户提出服务请求、且Bentley同意依据要约文件及本协议条款提供的专业服务。
"Services Offering(s)" means the professional services requested by Subscriber and which Bentley agrees to perform pursuant to an Offering Document and the terms of this Agreement.

1.22 "**站点**"是指单一国家的地理边界内客户使用或管理产品运行的一个或多个分立的地理位置。
"**Site**" means one or more discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a

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single Country.

1.23 "**客户**"应具有相关要约文件中约定的含义，与产品的使用相关时，术语"**客户**"是指：（1）客户的全职、兼职或临时雇员；或（2）在客户直接监督和控制下从事生产性使用和工作的临时代理人员或独立承包商。
"**Subscriber**" shall be defined as set forth on the relevant Offering Document, and with respect to the Use of Products the term "Subscriber" shall refer to: (i) one of Subscriber's full-time, part- time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber's direct supervision and control.

1.24 "**订阅授权服务**"或"**SES**"是指Bentley基于云的许可管理服务或任何后续Bentley许可管理工具。
"**Subscription Entitlement Service**" or "**SES**" means Bentley's cloud-based license management service or any successor Bentley tool for license administration.

1.25 **"订阅费"**是指Bentley自行决定不时发布的订阅费用。
"**Subscription Fee**" means the fee for a subscription as published from time to time in Bentley's sole discretion.

1.26 **"订阅期间"**应根据要约文件或计划条款的约定进行定义。
"**Subscription Term**" shall be defined as set forth in the relevant Offering Document or Program Terms.

1.27 "**技术支持**"是指根据相关计划条款和支持与维护条款中的约定，通过互联网和电子邮件为客户提供的支持。
"**Technical Support**" means Internet and electronic mail-based support to assist a Subscriber as described in the relevant Program Terms and Support and Maintenance Terms.

1.28 "**时钟**"指在本协议、任何适用的订阅期间或任何适用的续展期间终止或届满后，可使产品无效的拷贝保护机制或其他安全装置。
"**Time Clocks**" means copy-protection mechanisms, or other security devices which may deactivate Products after termination or expiration of the Agreement, any applicable Subscription Term or any applicable renewal term.

1.29 "**使用数据**"是指Bentley可能收集的与客户安装、访问或使用产品、产品特征和功能、云产品（定义见云产品条款）和其他Bentley服务相关的数据或信息，包括但不限于不包含任何个人身份信息的使用统计数据，如使用量、使用期限、使用时间、用户数量、使用功能和用户位置。
"**Usage Data**" means such data or information as Bentley may collect relating to Subscriber's installation, access or use of Products, Product features and functionality, Cloud Offerings (as defined in the Cloud Offering Terms, and other Bentley services, including but not limited to usage statistics that do not consist of any personally identifiable information, such as volume of use, duration of use, time of use, number of users, features used, and location of users.

1.30 **"使用**"（无论是否以大写表示）是指个人对产品的使用。
"**Use**" (whether or not capitalized) means utilization of the Product by an individual.

1.31 "**用户**"是指单独的个人。
"**User**" means an individual person.

1.32 "**虚拟环境**"是指为一个或多个用户提供软件应用程序远程访问的系统**。**
"Virtualized Environment" means a system that provides remote access to software applications for one or more users.

2. Bentley发票的支付/Payment of Bentley Invoices.

2.1 **支付条款。**除非要约文件中另有约定，否则客户应在发票日期起三十（30）天内对Bentley提供的所有产品许可（包括产品订阅许可和期限许可） 和服务支付Bentley发票。如果客户迟延支付，将以每月百分之一点五（1.5%）的利率或适用法律所允许的最高利率，以两者较低为准，加付利息。如果出现任何迟延支付，Bentley有权自行选择中止或在通知客户该等延迟支付并给予三十（30）日的宽限期后终止客户对 Bentley提供的产品和 相关服务、权利和许可的访问和使用。
Payment Terms. Unless otherwise specified in an Offering Document, Subscriber shall pay each Bentley invoice for all Product licenses (including Product Subscription Licenses and Term Licenses) and services provided by Bentley within thirty (30) days from the date of such invoice. Interest shall accrue on past due payments of such invoices at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. In the event any payment owed to Bentley is past due, Bentley, at its discretion, may suspend or, after notice of such overdue payment and a thirty (30) day period to cure, terminate Subscriber's access and use of Products and associated services, rights, and licenses provided by Bentley.

2.2 **税务。**客户应向Bentley支付Bentley根据适用法律约定应当向客户收取的税赋，包括但不限于销售税、使用税、占有税、增值税、消费税和财产税（除基于Bentley净收入的税收外）。如果客户根据适用法律必须从向Bentley支付的款项中预提或扣除任何税赋，客户应向Bentley提供证明客户支付上述税赋的正式收据。
Taxes. Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber, including, but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley's net income). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber's payment of such taxes.

2.3 **记录；审计。**客户应当对获得的产品许可以及产品的创制和使用保存完整准确的记录，以使Bentley能够判断客户是否履行了其许可义务。这些记录应当包含客户使用每一产品拷贝的硬件的地点和识别码，并标识客户已向其分配许可的用户。如果Bentley怀疑使用数据不完整、不准确或表明与授予客户的权利不符，则Bentley可以要求客户提供书面报告和支持记录，以满足本第2.3条的记录保存要求，且客户应在收到Bentley通知的合理期限内予以提供。如果此类书面报告不足以满足Bentley的要求，则在提前七（7）天发出书面通知的情况下，Bentley将请求且客户应允许Bentley或Bentley聘用的第三方审计人员对该等记录进行合理的检查和复制。
Records; Audit. Subscriber shall maintain complete and accurate records of Product licenses acquired and its creation and use of Products to permit Bentley to determine whether Subscriber has complied with its licensing obligations. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the Products and identify the Users to whom Subscriber has assigned licenses. If Bentley suspects Usage Data is incomplete, inaccurate, or indicative of non-compliance with Subscriber's granted rights, Bentley may request, and Subscriber shall, within a reasonable period of receiving Bentley's notice, provide a written report with supporting records to meet the record keeping requirements of this Section 2.3. If the written report is not sufficient for Bentley's requirements, Bentley may request, and Subscriber shall, upon seven (7) days advance written notice by Bentley, permit, reasonable inspection and copying of such records by Bentley or a third-party auditor retained by Bentley.

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3. 知识产权/Intellectual Property Rights

3.1 **所有权；权利保留/ Title; Reservation of Rights**

客户知道并同意：/ Subscriber acknowledges and agrees that：

3.1.1 产品（包括每个产品的说明文件以及客户通过任何电子传送方式获得的任何产品信息）包含Bentley、其许可人或其他供应商的专有信息，该等信息受美国版权法、其他适用的版权法以及其他有关知识产权保护的法律和国际条约的保护；
The Products, including the Documentation for each Product, and any information about the Products which Subscriber obtains through any means of electronic transmission, contain proprietary information of Bentley, its licensors or other suppliers, and are protected under United States copyright laws, other applicable copyright laws, other laws relating to the protection of intellectual property, and international treaty provisions;

3.1.2 产品、说明文件、客户通过任何电子传送方式获得的信息以及所有有关的知识产权的全部权利、所有权和利益，都应属于Bentley或其许可人所有；
The entire right, title, and interest in and to the Products, the Documentation, any information Subscriber obtains through any means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;

3.1.3 产品仅许可客户使用而非向客户出售，产品的每个拷贝的所有权应当归Bentley或其许可人而非客户所有；并且
The Products are licensed, not sold, and title to each copy of the Products shall remain with Bentley or its licensors, and shall not pass to Subscriber; and

3.1.4 Bentley保留所有未明确授予客户的权利。
Bentley retains all rights not expressly granted.

3.2 **源代码。**客户无权接收、审查、使用或以其他方式接触产品的源代码。
Source Code. Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.

3.3 **版权声明。**客户应在所有客户制作的产品拷贝上放置含有Bentley所供产品的原始载体之内或之上出现的所有版权声明和Bentley或其许可人的专有标识。
Copyright Notices. Subscriber shall reproduce and include on all copies of the Products created by Subscriber all copyright notices and proprietary legends of Bentley or its licensors as they appear in or on the original media containing the Products supplied by Bentley.

3.4 **使用数据。**客户同意并承认，Bentley将随时收集使用数据，且所有使用数据应当由Bentley所有，并被视为Bentley的专有信息。客户同意不影响或干扰Bentley收集准确的使用数据。
Usage Data. Subscriber agrees and acknowledges that Bentley will 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.

3.5 **说明文件。**Bentley可能会针对产品或云产品制作一些客户可使用的说明文件。这些说明文件是Bentley的专有信息。Bentley将授予客户对此类说明文件有限的、不可转让的、非独占的使用许可，以支持生产性使用。
Documentation. Bentley may, in association with Products or Cloud Offerings, make certain Documentation available to Subscriber. Documentation is Bentley Proprietary Information. Bentley hereby grants to Subscriber a limited non- transferable non-exclusive license to use such Documentation in support of Production Use.

3.6 **反编辑。**除非得到适用法律在本限制情况下的明示许可，客户不得对产品进行解码、反编辑、反组装、反编译或对产品或说明文件进行翻译。在得到法律明确允许的情况下，客户不得超出法律允许的范围进行上述行为，并且在提前三十(30)日书面通知Bentley该意向之前，客户不得行使这类权利。
Reverse Engineering. Subscriber may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Documentation except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.

3.7 **专有信息/Proprietary Information.**

3.7.1 客户理解并同意，Bentley可能在向客户提供产品及其服务的过程中，向客户披露专有信息。客户同意根据本第3.7条的约定处理所有专有信息。
Subscriber understands and agrees that Bentley may, in connection with the provision of Products and services, disclose to Subscriber Proprietary Information. Subscriber agrees to treat all Proprietary Information in accordance with this Section 3.7.

3.7.2 客户应对所有专有信息进行保密。除经本协议许可或Bentley事先明确书面授权外，客户不得复制或拷贝专有信息。客户应当将所有该等专有信息的拷贝标注为专有保密信息。
Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in the Agreement or as may be expressly authorized in writing in advance by Bentley. All such copies shall be marked by Subscriber as proprietary and confidential information.

3.7.3 客户只可在履行本协议时使用专有信息，并且只可以向本协议下因履行自身职责而必须知道专有信息的雇员披露专有信息。客户在任何时候都不得向第三方披露专有信息或使第三方得以接触专有信息。
Subscriber shall only use Proprietary Information in furtherance of the Agreement and may disclose Proprietary Information only to those employees required to have knowledge of same to perform their duties pursuant to the Agreement. Subscriber shall not disclose or make Proprietary Information available to any third party at any time.

3.7.4 客户应当如同保护自己的保密信息那样对待专有信息，该等保护的要求在任何情形下不得低于合理的谨慎程度。
Subscriber shall treat Proprietary Information with the same degree of care as it uses to protect its own confidential information, and in no case less

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than a reasonable degree of care.

3.7.5 本协议终止或不再续展时，客户应当向Bentley归还或根据要求销毁所有其拥有的专有信息。
Upon the termination or non-renewal of the Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.

3.7.6 客户在出现以下情况时对于专有信息不负有保密义务：(i)信息并非由于本协议下的违约行为而已进入公共领域；(ii)客户通过不负有保密义务的第三方正当获取信息；或(iii)客户通过清楚的、具有信服力的证据证明早已知晓专有信息。
Subscriber shall have no obligation of confidentiality with respect to any Proprietary Information that (i) has entered the public domain other than through a breach of the Agreement, (ii) has been rightfully obtained by Subscriber from a third party with no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.

3.7.7 客户得知任何实际或潜在的未经授权使用或披露专有信息的情形后，应当及时通知Bentley
Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

3.7.8 Bentley特此承认，客户对本协议或其部分的披露可能受客户所在地适用法规如公开公共记录或信息自由法案的约束。当客户收到第三方要求披露Bentley指定为"保密信息"的信息时，本协议或其部分的保密应取决于根据此类法规做出的官方或司法决定。
Bentley hereby acknowledges that disclosure by Subscriber of 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 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."

3.7.9 在这种情况下，客户应在请求的合理期限内通知Bentley，Bentley应全权负责维护Bentley关于所请求信息保密性的立场。客户或其任何代理均无义务协助Bentley进行辩护。如果客户随后披露了此类信息，则应根据官方或司法最终决定且仅在适用法律要求的范围内进行披露。
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.

3.8 **不披露基准。**客户不得未经Bentley的书面同意，向第三方披露任何产品测试的结果，包括但不限于测试基准。
No Benchmarks. Subscriber may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party without first obtaining Bentley's written consent to do so.

4. 虚拟环境中的Bentley产品使用/Use of Bentley Products in a Virtualized Environment

4.1 用户仅可在虚拟环境中的多用户计算机网络上对Bentley产品进行生产性使用，但须符合本第4条中约定的条件。
Subscriber may use Bentley Products for Production Use only on a multi-user computer network in a Virtualized Environment subject to the conditions set forth below in this Section 4.

4.2 客户认可，Bentley产品目前未经认证可在所有虚拟环境中使用，客户对Bentley产品在未经认证的虚拟环境中的运行测试和支持承担全部责任。
Subscriber acknowledges that Bentley Products are presently not certified for use in all Virtualized Environments and that Subscriber is solely responsible for testing and supporting Bentley Products for operation in a non-certified Virtualized Environment.

4.3 客户特此同意使用SES来准确监控虚拟环境中Bentley产品的使用情况，且虚拟环境中开始的每个会话都需要专属唯一许可。
Subscriber hereby agrees to utilize SES to allow for accurate monitoring of Use of Bentley Products within the Virtualized Environment such that each session started within the Virtualized Environment requires its own unique license.

4.4 经认证的虚拟环境。Certified Virtualized Environments.

4.4.1 如需了解更多信息，包括Bentley认证的虚拟环境列表，以及Bentley政策的更新，请访问https://aka.bentley.com/VirtualizedEnvironments ("**VE Wiki**")。
Further information, including a list of Bentley certified Virtualized Environments, and updates to Bentley's policy may be found at https://aka.bentley.com/VirtualizedEnvironments ("**VE Wiki**").

4.4.2 未经Bentley认证并未在VE Wiki上列出在虚拟环境中使用的Bentley产品将被排除在此处约定的保证之外。
Bentley Products used in a Virtualized Environment that have not been certified by Bentley and listed on the VE Wiki shall be excluded from the warranties set forth herein.

4.4.3 对于客户在未经Bentley认证并在VE Wiki上列出的虚拟环境中使用Bentley产品所导致的或与之相关的问题、错误或其他操作困难，Bentley不向客户提供技术支持服务。
Bentley will not provide Subscriber with technical support services for problems, errors or other operating difficulties caused by or related to Subscriber's use of Bentley Products in a Virtualized Environment that has not been certified by Bentley and listed on the VE Wiki.

4.5 为明确起见，本协议终止或不再续期时，即使此类产品为永久许可产品，客户在虚拟环境中使用Bentley产品的权利也应终止。
For the sake of clarity, Subscriber's right to use Bentley Products in a Virtualized Environment shall terminate in the event of any termination or non-renewal of the Agreement, notwithstanding that such products are licensed on a perpetual basis.

5. 有限保证；救济与责任限制/Limited Warranty; Limitation of Remedies and Liability

5.1 **对客户的有限保证。**除向客户以其"原样"提供的、不具备任何种类保证的免费许可产品外，Bentley仅在以下情况对客户提供保证：(1)从序列号或者产品（视情况而定）交付给客户之日起九十（90）日（"**保证期**"）内，产品在正常使用时其运行基本符合适用于该等产品说明文件中的性能规格；(2)交付之日起九十（90）日内，Bentley提供给客户的其他产品和资料，在正常使用情况下，其运行基本符合适用于该等产品和资料

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的Bentley说明文件。如果客户对产品或者他人按照客户的指示对产品进行了任何修改、改进或变更，如果产品被反编辑、解码或分解，或如果客户违反了本协议条款，本条约定的保证将立即终止。该有限保证给予客户特定的法律权利，客户可能享有相关国家/地区法律所赋予的其他权利。

Limited Warranty to Subscriber. Except for Products licensed on a no fee basis, which are provided to Subscriber "AS-IS" and without warranty of any kind, Bentley hereby warrants for the benefit only of Subscriber that (a) for a period of ninety (90) days ("**Warranty Period**") from the date of delivery to Subscriber of a Serial Number or Product, as the case may be, the Product shall, under normal use, operate in substantial conformance with the functional specifications set forth in the Documentation applicable to such Product, and (b) for a period of ninety (90) days from the date of delivery, other products and materials furnished by Bentley to Subscriber shall, under normal use, operate in substantial conformance with the Bentley documentation applicable to such products and materials. If any modifications, enhancements, or changes are made by Subscriber or at Subscriber's direction to the Products; if the Products are reverse-engineered, decompiled or disassembled; or if Subscriber breaches the terms of the Agreement, then the warranties in this section shall be immediately terminated. This limited warranty gives Subscriber specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.

5.2 **保证的排除。上述第5.1条中约定的保证是Bentley根据本协议针对其许可的、交付的或提供的产品、技术支持服务以及其他资料和服务所提供的 唯一的排他性保证。Bentley不保证其产品、技术支持服务或任何其他服务或资料符合客户的要求、不含病毒或不间断地运行或不出错误。Bentley在此排除所有其他法定的、明示或暗示的保证，包括但不限于不侵权保证、对产品适销性、质量满意度以及产品适用于特定目的暗示保证。鉴于有部分国家/地区的适用法律不允许排除其中的某些保证，以上保证的排除可能不适用于某些客户。**

Exclusion of Warranties. THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, TECHNICAL SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, TECHNICAL SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR FREE. BENTLEY HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

5.3 **排他性救济。**Bentley可以全权自行决定根据上述第5.1条的约定其将承担的所有产品责任和客户能获得的唯一排他性救济：包括（1）维修或更换违反前述保证的产品或其他资料，（2）建议客户如何通过与说明文件中的约定不同的程序，使说明文件中描述的产品实现相同的功能，或（3）退还客户支付的购买价格或费用，前提是客户在保证期内向Bentley提供指明缺陷的该等违反行为的书面通知。经修理、校正或更换后的产品和说明文件的保证期为以下日期之后的九十（90）日：（1）将修理或更换后的产品和说明文件运送给客户之日；或（2）Bentley给予客户建议，指导客户如何使用产品以达到说明文件所述功能之日。

Exclusive Remedy. The entire liability of Bentley and the sole and exclusive remedy of Subscriber for Product claims under Section 5.1 above shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Documentation through a procedure different from that set forth in the Documentation, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Documentation shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Documentation, or (b) Bentley advised Subscriber how to operate the Products to achieve the functionality described in the Documentation.

5.4 **损害排除。Bentley或其许可人和供应商在任何情况下都不对任何利润损失、收入减少、商誉毁损、名誉损害、营业中断、丢失或损坏的数据或文件所造成的费用、迟延导致的损失以及衍生、偶发、特定、惩罚或间接损害向客户负责，无论其为何种性质的索赔，包括但不限于无法使用、无法连接在线服务、任何的交付失败或因任何原因引起的对第三方的责任，即使Bentley已被提请注意、知晓或应当已经知道该种损失或索赔的可能性。由于某些国家/司法辖区的适用法律不允许免除或限制间接或偶发损失所导致的责任，上述责任限制可能不适用于某些客户。**

Exclusion of Damages. IN NO EVENT SHALL BENTLEY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, DAMAGE TO REPUTATION, INTERRUPTION OF BUSINESS, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, COSTS OF DELAY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES OR ANY FAILURE OR DELIVERY OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

5.5 **免责声明。客户承认产品不具有自动纠错功能并且没有被设计、制造或意图用于并将不会被用于开发大规模杀伤性武器，不会作为在危险环境下 需要自动防故障性能的在线控制设备，如作为运行核设施、航天导航或通讯系统、空中交通控制、直接生命维持系统或武器系统等的在线控制设 备，在前述系统中，产品的失误将会直接导致死亡、人身伤害或造成严重物理破坏或环境破坏。客户进一步确认，产品不可取代客户的专业判断。因此，Bentley或其许可人或供应商都不对客户对产品的前述使用或由此而产生的后果负责。产品只是被意在用以协助客户的业务运作，因此不 可取代客户对压力、安全、效用或其他设计参数所作的独立测试和认证。**

Disclaimer. Subscriber acknowledges that the Products are not fault- tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

5.6 **Bentley的责任限制。尽管有本协议第5.1、5.2、5.3、5.4和5.5条的规定，如果Bentley因产品、支持服务或任何其他服务或材料中的任何违约、缺陷、不足或不符合要求而被认定应承担损害赔偿责任，不论是基于合同、侵权行为还是其他原因、无论本协议规定的任何补救措施在法律上是 否未能达到其基本目的，BENTLEY在本协议下的累计责任不得超过客户为以下项所已支付的价款（视客户合同类型情况而定）：(i)该产品，(ii) 如果是产品订阅许可证，则为适用索赔前十二(12)个月的产品订阅费用， (iii) 如果是相关BENTLEY商业订阅计划，则为适用索赔前十二(12)个月的计划订阅费用，或 (iv) 其他有缺陷的服务或材料。根据本协议条款的约定，Bentley和客户应分担风险。Bentley的定价即体现了该种风险 分配与责任限制。**

Limitation of Bentley Liability. IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 5.1, 5.2, 5.3, 5.4 AND 5.5 HEREIN, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) PRODUCT SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO A PRODUCT SUBSCRIPTION LICENSE, (iii) PROGRAM SUBSCRIPTION FEES FOR THE TWELVE (12) MONTHS PRECEDING AN APPLICABLE CLAIM WITH RESPECT TO THE RELEVANT BENTLEY COMMERCIAL SUBSCRIPTION PROGRAM, OR (iv) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THE AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

5.7 **Bentley的补偿/Indemnification by Bentley.**

5.7.1 对于在任何Bentley许可安装产品以进行生产性使用的国家，如果由于Bentley开发和拥有的产品侵犯了第三方的根据《伯尔尼公约》签约国的法律取得的版权，或造成对第三方的商业秘密不当使用而使客户遭受索赔，则在客户向Bentley 提供了：(a)有关该索赔的及时的书面通知，(b)所有可以获得的信息和协助，以及(c)Bentley独自控制与该索赔有关的抗辩和调解的机会的情况下，Bentley将承担任何最终判令客户承受的损失。

Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim.

5.7.2 Bentley也有权自己承担费用为客户寻求继续使用其产品的权利或更换或修改该产品使其不再造成侵权。如果Bentley根据自己的判断认为前述任一方法都不可行，则客户应根据Bentley的书面请求向Bentley退还被控侵权的产品，在此情况下，Bentley应向客户退还客户为每个该等产品拷贝支付的价格，但自得到该等拷贝的许可后，每过一年，所返还的金额将减少百分之二十（20%）。在任何情况下，Bentley在本第5.7.2条中对于客户所负的责任将不超过客户为被控侵权的产品所支付的许可费。

Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non- infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. In no event shall Bentley's liability under this sub- section (5.7.2) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.

5.7.3 如果被控侵权行为是由非Bentley开发或拥有的产品或由于客户对于产品所作的修改所造成的，或是由于将产品与并非源于Bentley的其他软件结合、运行或使用而造成或客户违反了本协议，Bentley将不承担责任，本条款也将不适用。如果侵权是由于客户能够使用未经修改的、最新发布的产品，而实际使用了先前发布的、经修改的产品而产生的，Bentley将不承担责任，本条款也将不适用。

Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of the Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided using a current, unaltered release of the Product.

本第 5.7 条的约定是客户对于侵犯知识产权所能获得的唯一救济。
This Section 5.7 sets forth Subscriber's sole remedy for intellectual property infringement.

5.8 **防病毒软件。**Bentley应在所有产品提供给客户之前，对所有产品使用最新商用病毒检查软件和程序。
Anti-Virus Software. Bentley shall use commercially available, up-to-date virus checking software and procedures on all Products before they are made available to Subscriber.

6. 制裁和出口管制/Sanctions and Export Controls.

本软件不仅受美国之外的其他机构或主管机关的制裁和出口管制法律、法规和要求的约束，还受美国制裁和出口管制法律、法规和要求的约束（下文统称为"制裁和出口管制法"）。无论客户是否曾向 Bentley 披露本软件的最终使用地，如果没有首先完全、严格遵守可能适用于本软件、本软件直接或间接出口、再出口或转让及相关交易的所有制裁和出口管制法，客户不得向任何人直接或间接出口、再出口或转让本软件或本软件的任何部分，或含有本软件或本软件任何部分的任何系统。美国政府或美国之外任何其他政府机构或主管机关列为限制对象的实体、终端用户和国家可能随时改变，客户有责任遵守可能随时进行修改的适用的制裁和出口管制法规定。客户违反本第6 条规定的义务时，应当对Bentley 予以补偿、维护Bentley、使Bentley 不受损害。 The software is 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 Subscriber to Bentley of an ultimate destination of the software, Subscriber must not export, re- export or transfer, whether directly or indirectly, the software, or any portion thereof, or any system containing such software or portion thereof to anyone, without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the software and/or the export, re-export or transfer, direct or indirect, of the software and transactions related thereto. The entities, end users 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 Subscriber's responsibility to comply with the applicable Sanctions and Export Controls, as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section 6.

7. Bentley实体、适用法律、争议解决和通知/Bentley Entity, Governing Law, Dispute Resolution and Notices

根据客户主要营业地点（或如果客户是个人，则为客户居住地点）的具体位置，客户与下述Bentley实体达成本协议。本协议将受下表所列国家现行实体法管辖并根据其解释。在适用法律允许的最大范围内，双方同意排除《联合国国际货物销售合同公约》及其修正案和已在任何司法辖区内生效或之后生效的《统一计算机信息交易法》对于本协议的适用。如果双方之间因本协议发生纠纷、争议或索赔，应根据以下适用的争议解决条款解决。本协议项下的通知应以专人递送、预付保付邮资邮件、次日航空递送或电子方式发出或送达，指定地址收到任何此类通知的日期应被视为此类通知的日期。根据本

企业级 365——公共行业计划协议

协议发出的所有通知，如果是向 Bentley 发出的，则应致函Bentley 法律部，并根据下表致函适用的Bentley 实体，或通过电子邮件致函 Contracts@Bentley.com，如果是向客户发出的，则应致函以书面形式向 Bentley 确认的（电子邮件）地址和授权代表发出。
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, 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.

客户的主要营业地点（如果客户是个人，则为客户居住地址） **Subscriber's principal place of business (or, if the Subscriber is an individual, where the Subscriber is resident)**	**本协议中提及的"Bentley"是指以下 Bentley 实体：** **References to "Bentley" mean the following Bentley entity:**	**适用法律:** **Governing law is:**	**争议解决条款：** **Exclusive jurisdiction/forum for dispute resolution:**
中国 China	**BENTLEY 软件（北京）有限公司**，注册地址：中国北京市朝阳区建国路 79 号19层19 办公2T01 内02、03、05 号 **BENTLEY Systems (Beijing) Co., Ltd.**, having its registered office at No. 02, 03, 05, 19th Floor, Tower 2, China Central Place, No. 79 Jianguo Road, Chaoyang District, Beijing, China.	中华人民共和国法律 The laws of the People's Republic of China	双方同意友好解决因本协议产生的或与本协议相关的任何争议或分歧。如果双方无法在任何一方发出确认存在争议的通知后30 日内解决争议或分歧，任何一方可将争议提交中国国际经济贸易仲裁委员会（"**贸仲**"），按照申请仲裁时贸仲现行有效的仲裁规则进行仲裁，仲裁地为北京，仲裁裁决是终局的，对双方均有约束力。贸仲做出的裁决可由任何具有管辖权的法院强制执行。 The parties agree to resolve amicably any dispute or difference arising from or in connection with the Agreement. In the event the parties are unable to settle the dispute or difference within 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 in Beijing ("**CIETAC**") for final and binding arbitration in accordance with CIETAC' s rules and procedures. The award rendered by CIETAC shall be enforceable by any court of competent jurisdiction.

8. 其他/Miscellaneous.

8.1 **转让。**未经Bentley事先书面同意，客户不得出让、转让、抵押、委托他人代为履行或以任何其他方式处理其在本协议项下的权利或义务。倘若客户的控制权发生变化后，客户的有控制权的承继方与Bentley签订了订阅计划协议，则客户控制权的变更将被视为已取得Bentley事先书面同意的转让。Bentley也可向任何Bentley权益承继方或Bentley合同实体以及所有其直接、间接控制或受共同控制的任何法律实体出让、转让、抵押、委托代为履行或以任何其他方式处理本协议项下的所有权利或义务。任何违反本条的所谓转让均属无效。
Assignment. Subscriber shall not assign, transfer, charge, sub- contract, delegate or deal in any other manner with all or any of its rights or obligations under the Agreement without prior written consent by Bentley. For purposes of the Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley's prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a subscription program agreement with Bentley. Bentley may also at any time assign, transfer, charge, sub-contract, delegate or otherwise deal in any manner with all or any of its rights or obligations under the Agreement to any successor in interest to Bentley's business or to any legal entity controlling, controlled by, or under common control with the Bentley Contract Entity. Any purported assignment in violation of this provision shall be void and without effect.

8.2 **协议整体性。**本协议及要约文件和根据本协议第8.3条签署的任何修正案（如有）构成双方达成的全部协议，优先并取代所有事先口头和书面的协议、惯例、商讨及就此事宜双方达成的共识。本协议条款及适用的Bentley确认应适用于根据本协议Bentley所接受的每个购买订单。除非经过双方以本协议约定的独立书面形式明示同意，任何客户购买订单上附加的或不同的条款或条件（即使得到Bentley的确认）对于双方不具有约束力。
Entire Agreement. The Agreement, together with the Offering Document and any amendments signed in accordance with Section 8.3 of these Terms, if any, incorporates the entire agreement of the parties and supersedes and merges all prior oral and written agreements, past practices, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of the Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties expressly agree in a separate writing as provided under these Terms.

8.3 **修正。**本协议仅可由双方授权代表通过正式签署的书面协议进行修订或修改，但是前提是，采购合同中出现的任何附加或不同的条款或条件（即使要求Bentley确认）不应对双方具有约束力。
Amendments. The Agreement may only be amended or modified in writing and duly executed by authorized representatives of the parties, provided, however, that any additional or different terms or conditions appearing on a purchase contract, even if required to be acknowledged by Bentley, shall not be binding on the parties.

8.4 **不可抗力。**如果由于火灾、罢工、战争、严重流行病、政府或公共机构的行为或管制、天灾、劳工骚乱、恐怖行动、动乱或内战或其他不可避免、

不可合理控制的事因导致Bentley不能履行本协议条款，Bentley对此不承担责任。
Force Majeure. Bentley shall not be liable for failure to fulfill the terms of the Agreement due to fire, strike, war, pandemic, acts or restraints of governments or public authorities, acts of God, labor disturbances, terrorist acts, riots or civil commotion, or other causes which are unavoidable and beyond its reasonable control.

8.5 **弃权。**任何一方当事人一次或多次不能行使根据本协议所应有的权利不应被视作对以后同类权利的放弃。
Waiver. The failure of either party to insist upon any of its rights under the Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

8.6 **独立性。**在本协议中包含的、要求或意图约定双方在协议到期或终止后仍须履行的条款（包括但不限于第2、3、5、6、7和8条）在协议到期或终止时后仍具有强制执行力。
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, 3, 5, 6, 7 and 8) shall be enforceable notwithstanding said expiration or termination.

8.7 **可分割性。**如果本协议所含一项或多项条款因任何原因在任何方面被视为无效、不合法或不可强制执行，则该等裁决不应影响本协议的任何其他条款，但本协议应在尽可能反映该条款的意图、宗旨和经济效果的范围内通过对该条款的限制进行解释，或者，在上述情况无法实现的情形下，通过删除本协议中的该项条款进行解释，但条件是，上述行为不得影响本协议所含剩余条款的有效性，这些条款应按其条款继续完全有效。双方同意诚信协商，以最接近于本协议的内容和宗旨的条款取代上述无效的条款。
Severability. In case one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such holding shall not affect any other provisions of the Agreement, but the Agreement shall be construed by limiting such provision to such extent as would nearly as possible reflect the intent, purpose and economic effect of such provision, or, if such is not possible, by deleting such provision from the Agreement, provided that such shall not affect the validity of the remaining provisions as contained herein which shall remain in full force and effect in accordance with their terms. The Parties agree to negotiate in good faith in order to replace such invalid provision by such provision which come closest to the content and purpose of the Agreement.

8.8 **独立合同方。**Bentley与客户之间的关系为独立合同方之间的关系，在任何时候双方的关系不应被理解为雇员与雇主的关系。
Independent Contractor. Bentley's relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.

8.9 **所有权变更。**客户就其所有权结构或住址的变更事宜应当提前六十（60）天向Bentley发出书面通知。如果由于保密限制无法对所有权变更提前发出通知，客户应在所有权变更后尽快发出此类通知。
Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location. If advance notice cannot be given regarding change in ownership due to confidentiality restrictions, Subscriber shall provide such notice as soon as is reasonably possible following the change in ownership.

8.10 **标题。**本协议的标题仅为方便参阅而设置，不影响本协议的意义或解释。
Headings. The headings in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the Agreement.

8.11 **双语。**本协议或其部分的副本可能被翻译成英文以外的语言版本。如果本协议的英文版本与任何翻译版本之间存在任何不一致之处，应以英文版本为准，并对双方具有约束力。如果国家/司法管辖区要求以当地语言为准，则本8.11条仅在适用法律要求遵守的范围不适用。
Dual Language. Copies of the Agreement or parts of it may be provided in languages other than English. To the extent of any inconsistency between the terms of the Agreement in English and any translation, the English version shall prevail and be binding upon the Parties. In the event a state/jurisdiction requires local language to prevail, this Section 8.11 will not apply to the extent required to comply with appliable laws.

支持和维护条款 / Support and Maintenance Terms

1. 定义/Definitions.
支持和维护条款中以大写表示的词语、术语及词组应具有Bentley通用条款和条件或下文约定的含义。
The capitalized words, terms and phrases in these Support and Maintenance Terms shall have the meanings set forth in the Bentley General Terms and Conditions or as defined below.

2. 支持服务/Support Services

2.1 Bentley 应向客户提供技术支持服务，服务方式包括通过电子邮件以及互联网方式提供支持服务，以协助客户使用Bentley 的产品和服务（但不包括专业性服务、管理服务或专业性培训服务），以及于正常工作时间内尽合理的努力对客户提出的技术咨询在四个小时内作出解答。提供技术支持服务的时间为周一至周五（客户主要营业地所在国家/地区采用不同工作周的，以该工作周为准），每天二十四小时提供服务；但若超出客户所在区域支持中心的正常工作时间，用户可能需联系其他 Bentley 支持中心或从其他中心获得协助。有关 Bentley 技术支持政策的更多详细信息，请访问 https://www.bentley.com/support/support-and-maintenance-terms/。
Bentley shall provide Technical Support services to Subscriber, which includes electronic mail, and Internet based support to assist Subscribers regarding the use of Bentley Products, and services (however, not to include professional services, managed services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. Technical Support services will be available Monday through Friday (except that if the country in which Subscriber has its primary place of business has adopted a different working week, availability will be during such working week), 24 hours per day, provided that after normal business hours at a Subscriber's regional support location, Subscriber may be required to contact or may receive assistance from another Bentley support center. Further details regarding Bentley's Technical Support policy may be found at https://www.bentley.com/support/support-and-maintenance-terms/.

2.2 如果客户的技术咨询源于下列情况，Bentley 在本协议下则没有义务进行解答或向客户提供其他服务：（1）将未经Bentley 同意的或并非由Bentley 提供的功能、程序或设备与产品结合或添加到 Bentley 产品中；（2）任何由于事故、运输、疏忽、误用、变造、修改或产品加强而造成的产品失灵，但由 Bentley 执行并由单独的支持和维护要约文件涵盖的产品定制服务除外；（3）未提供合适的网络环境；（4）超出说明文件的约定或在本协议许可范围以外使用产品；或者（5）没有进行 Bentley 事先发布的更新或升级。Bentley 应为给定版本的产品提供至少十二个月的支持服务，自版本发布之日起计算。有关Bentley 产品生命周期的详细信息，请访问 www.bentley.com/support/bentley-lifecycle-policy 。

ORIGINAL

Bentley shall have no obligation to provide a response or other service hereunder if Subscriber's technical inquiry is caused by: (a) incorporation or attachment of a feature, program, or device to a Product not approved or supplied by Bentley; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of a Product, with the exemption of Product customizations performed by Bentley and covered by a separate support and maintenance Offering Document; (c) failure to provide a suitable network environment; (d) use of the Product other than as described in its Documentation or as authorized under this Agreement; or (e) failure to incorporate any maintenance release of a Product or Minor Update previously released by Bentley. Bentley shall offer support services for a given version of a Product for at least twelve months starting on a version release date. Further details regarding Bentley's Product Lifecycle policy may be found at www.bentley.com/support/bentley-lifecycle-policy.

2.3 如果客户遭遇致使工作停顿的软件异常，Bentley 将基于诚实的原则尽合理努力向客户提供合适的解决方案，并以电子版方式或其他Bentley 有权自行决定的方式向客户交付该解决方案。
If Subscriber experiences a production-stopping anomaly, Bentley will use good faith efforts to create an appropriate solution and deliver it electronically, or through such other means as Bentley may choose in its sole discretion.

3. 更新/Updates

3.1. 当相关 Bentley 商业订阅计划所涵盖的各产品发布主要更新和次要更新，客户有权获取该等主要更新和次要更新并无需支付额外费用（如果适用，可能发生的运输和处理费用除外）。
Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Major Updates and Minor Updates for each Product covered by the relevant Bentley commercial subscription program as such Major Updates and Minor Updates become available.

3.2. Bentley 有权随时自行决定将该等主要更新和次要更新以可下载的电子版形式或任何其他形式进行。
Such Major Updates or Minor Updates may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

Bentley 服务条款 / Bentley Services Terms

1. 定义/Definitions.
服务条款中以大写表示的词语、术语及词组应具有Bentley通用条款和条件或下文约定的含义。
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.

2. 专业服务/Professional Services.

2.1 服务产品的描述，包括服务产品的输出（如有）（"**工作成果**"），应在一份或多份要约文件中进行约定。每份要约文件至少应列明：需完成的工作、分配给该工作的Bentley人员数量、每人的工作期限及工作费用。
Services Offerings including the output of the Services Offerings, if any ("**Work Product**"), shall be set forth in one or more Offering Documents. Each 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.

2.2 **履行方式。**Bentley及其雇员将决定为客户完成工作的方法、具体事项和方式，其中包括在其认为必要的时候以分包的形式完成工作。客户无权 亦不应控制Bentley及其雇员完成工作的方式或决定完成工作的方法。但是客户有权要求Bentley的雇员在任何时候都遵守客户的安全措施。另外，客户有权对Bentley的工作结果行使一项广泛的一般监督控制权，以确保工作结果令人满意。该项监督控制权包括检查权、要求停工的权利、对于 工作具体事项提出建议或意见的权利以及请求修改要约文件中工作范围的权利。
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 Offering Document.

2.3 **制定进度。**Bentley将尽量制定适合客户的工作进度。如果Bentley的雇员由于生病、辞职或其他超出Bentley合理控制范围的原因而无法执行既定服务，Bentley会在适当考虑其他承诺和优先事项的基础上，尽量在合理的时间内替换该雇员，但如果无法这样做，Bentley不对此承担责任。
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**.**

2.4 **报告制度。**Bentley的经理将把工作的进程向客户指定的人员每日进行报告。在必要时，客户和Bentley应为在客户地点进行工作共同研究出合适的管理程序。客户应当定期对Bentley的工作进行评估，并在Bentley提出请求时向其提交该报告。
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.

2.5 **工作地点。**某些特定的项目或任务可能需要Bentley的雇员在客户的处所进行工作。在此情况下，客户同意为实施该工作提供工作场所和设备，以及任何其他Bentley或其雇员为完成工作而合理要求的服务和材料。Bentley承认，客户可实施现场安全和质量政策和程序，并要求Bentley员工在现场遵守这些政策和程序。Bentley员工将遵守客户事先向Bentley提供的所有合理的行业标准安全和质量要求、政策和程序。客户承认可能存在对Bentley雇员以在工作现场使用的特殊程序进行培训的需要。如果客户认为有必要进行该种培训，除非另有书面约定，客户应当向Bentley支付Bentley人员为培训所花费的时间成本。
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.

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2.6 **服务变更。**客户或Bentley可通过向另一方提交书面请求（“**变更单**”），请求对要约文件中约定的服务产品进行变更，包括修改服务产品或工作成果，例如超出要约文件原范围的工作或工作成果。变更单在双方授权代表签署后方能生效，所有变更单在生效前必须由双方签署。如果Bentley的费用或进度将受到此类变更单的影响，Bentley应在客户签署变更单之前告知客户此类影响。

Changes in Services. Subscriber or Bentley may request a change to the Services Offerings as set out in an Offering Document, including modification of the Services Offerings 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.

2.7 **非排他性。**Bentley保留在本协议期间为其他公司进行工作的权利。客户在本协议期间保留由其雇员或其他承包商进行同种或不同种类工作的权利。

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.

2.8 **长期许可。**一旦客户支付了服务产品的全部价款，Bentley应当向客户授予一项免许可费、对价视为已经付清的长期权利和许可，允许客户为生产性使用目的使用工作成果。Bentley保留所有未授予客户的与该工作成果相关的其他权利、所有权和利益。

Perpetual License. Upon full payment for the Services Offerings, 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.

2.9 **Bentley的先前工作。**Bentley在此保留并拥有其创造的、与要约文件项下履行的服务产品无关的工作的所有权，包括但不限于产品（“**先前工作**”）。Bentley不授予客户任何与先前工作相关的权利或许可。

Preexisting Works of Bentley. Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Services Offerings performed pursuant to any Offering Document, 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.

2.10 **其他事宜。**双方共同承认，在与客户常规的业务往来以及处理该服务产品的过程中，Bentley及其员工和供应商有可能了解与该服务产品有关的思想、概念、诀窍、方法、技术、流程、技能和改编。不论本协议有任何相反约定，并且无论本协议因任何原因终止，Bentley在进行其业务的过程中（包括为其他客户提供服务或编写程序或资料），有权使用、披露或利用任何思想、概念、诀窍、方法、技术、流程、技能和改编，包括任何著作权作品的顺序、结构和组织的一般特征，且客户不得禁止或限制Bentley或其员工这样做。为明确起见，本第2.10条受第2.15条约定的Bentley保密义务的约束，但不应被解释为规避Bentley在第2.15条中的保密义务。

Residuals. It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Services Offerings, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Services Offerings. 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 2.10 is subject to, and should not be construed to derogate from, Bentley’s confidentiality obligations in Section 2.15.

2.11 **第三方利益。**客户与从第三方供应商得到的任何程序、资料或数据有关的权利、义务受客户与该供应商之间达成的协议和政策的约束（无论该等程序、资料和数据的取得是否得到Bentley的帮助）。

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.

2.12 **费用。**客户应向Bentley支付每份要约文件中约定的费用，如果未约定费用，则应按照Bentley提供此类服务的人员等级的惯常费率支付费用。为明确起见，对于按时间和材料计费的延长项目服务，其年度费率将适当增加。

Fees. Bentley shall be paid the fee as specified in each 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.

2.13 **支出。**客户也应支付Bentley员工在履行各要约文件中约定的服务产品时所产生的合理差旅费和生活费的实际支出（通常的交换差旅不计入内），或者根据双方事先约定的金额支付该等费用，客户应当同时支付Bentley在此过程中发生的其他现金支出。

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 Services Offerings set forth in each Offering Document along with all other out-of-pocket expenses incurred by Bentley.

2.14 **估算。**要约文件中可以对于项目发生的全部费用做出估算，但是Bentley不对该估算做出任何保证。但是，Bentley在费用可能超过估算时立即向客户发出通知，客户可以终止项目并选择仅支付已发生的服务费。

Estimates. Estimates of total fees for projects may be provided in an 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 rendered if Subscriber so chooses.

2.15 **保密。**在履行服务产品的过程中，Bentley可以获取客户专有的、非公开的、并且以书面形式标明为机密的信息。未经客户书面授权，Bentley不得将在服务产品实施过程中获得的机密信息披露给非客户雇佣的人员，也不能在非代表客户的情况下使用这些机密信息。但Bentley对于客户的下列信息不负有保密义务：

Confidentiality. In the performance of the Services Offerings, Bentley may acquire information of Subscriber 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 Services Offerings except as authorized by Subscriber in writing. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that:

2.15.1 信息并非由于本协议下的违约行为而已进入公共领域
has entered the public domain other than through a breach of this Agreement;

2.15.2 Bentley通过不负有保密义务的第三方正当获取信息；或

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has been rightfully obtained by Bentley from a third party with no obligation of confidentiality; or

2.15.3 Bentley通过清楚的、具有信服力的证据证明早已知晓的信息。
is previously known by Bentley as demonstrated by clear and convincing evidence.

尽管有如上限制，Bentley及其员工可以经任何法院或其他政府机关要求，或在为保护本协议下其自身利益而必须披露的情况下使用并披露任何信息，但披露该等信息应事先通知客户且客户有机会得到针对该披露的合理的保护（如果可能的话）。
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.

2.16 **要约文件的终止。**客户或Bentley均有权在向对方提前三十（30）日书面通知后随时终止任何未履行完的要约文件。要约文件终止后，Bentley同意停止履行相应的服务产品，并向客户移交所有已完成或尚未完成的草图、报告或其他与服务产品有关的文件。在该等工作终止的情况下，客户仅对终止生效日之前所发生的费用、成本和支出承担责任。
Termination of Offering Documents. Subscriber or Bentley may terminate any uncompleted Offering Document at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop performing the Services Offerings under the Offering Document in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Services Offerings. 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.

2.17 **禁止雇佣。**在服务产品期间以及完成本协议项下提供的专业服务后的一(1)年内，客户不得直接或间接招揽或雇用提供专业服务的任何Bentley员工。如果员工是回应客户公开发布的招聘广告，且客户并未以其他方式招揽该员工担任该职位，则本第2.17条不适用。
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 Services Offerings, plus a period of one (1) year after completion of the professional services provided hereunder. This Section 2.17 does not apply if an employee responds to a publicly available advertisement for recruitment listed by Subscriber, if Subscriber does not otherwise solicit the employee for the position.

2.18 **独立性。**在本协议中包含的、要求或意图约定双方在协议到期或终止后仍须履行的条款（包括但不限于第2.7、2.9、2.10、2.11、2.13、2.15、2.16和2.17条）在协议到期或终止时后仍具有强制执行力。
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 2.7, 2.9, 2.10, 2.11, 2.13, 2.15, 2.16, and 2.17) shall be enforceable notwithstanding said expiration or termination.

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