

## Service Level Agreement - ProjectWise Design Integration Server

This Service Level Agreement (SLA) shall apply to the Bentley-hosted instances of ProjectWise Design Integration Servers and the Bentley Identity Management System (IMS). The below terms and conditions supplement ProjectWise licensing and applicable Bentley subscription program terms governing Subscriber's use of ProjectWise. For information regarding Bentley's security, privacy, and compliance standards please refer to the Bentley Trust Center - <https://www.bentley.com/en/trust-center>.

Since Bentley's cloud-hosting and cloud services will change over time, Bentley reserves the right to update and amend this Service Level Agreement. Updated SLAs will become effective: i) for SELECT and E365 Program subscribers, 30 days following prior notice to subscriber; ii) for EPS Program subscribers, at the end of the contract term during which subscriber has been notified of a SLA update.

Notwithstanding anything to the contrary set out in a ProjectWise Connect Edition Proposal, subscribers using ProjectWise under an annual subscription term will have the option, following the 30-day notice period for SLA updates, to terminate their ProjectWise subscription effective immediately.

### Availability Commitment

Bentley designs the ProjectWise environment to provide System Availability to the ProjectWise Design Integration Servers and Bentley Identity Management System per Table 1 below.

**Table 1: Availability**

Availability Commitment	System Availability Period
99.9%	24x7

This Availability Commitment guarantees that users will be able to login to, navigate, and access the documents contained within the ProjectWise system 99.9% of the time.

Bentley shall measure performance against the Availability Commitment during a calendar month based on the following calculation:

$$\text{Availability \%} = \frac{\text{Available Minutes} - \text{Unscheduled Downtime Minutes}}{\text{Available Minutes}}$$

- Maintenance Windows are published here [https://communities.bentley.com/communities/other\\_communities/pwhosting/c/32](https://communities.bentley.com/communities/other_communities/pwhosting/c/32). These Maintenance Windows will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system. Maintenance Windows may be used to upgrade the ProjectWise software if time and circumstance allows. Wherever practical, Maintenance Windows will occur outside of Subscriber's core business hours.
- The Availability Commitment excludes downtime due to Scheduled Maintenance.

- Unscheduled Downtime Minutes start from the minute the issue is clearly reported by the Subscriber (by filing a Service Request or placing a phone call with Bentley Technical Support) or when detected by Bentley internal monitoring, and end when the affected service has been restored.
- Bentley may subtract from the calculated downtime any time waiting for a response from the Subscriber.
- Only “Critical” Incidents (Table 3 below) will be considered as Unscheduled Downtime in the above Availability calculation.
- Where Bentley provides multiple production services, identified by different Universal Resource Locators (URLs), the availability will be calculated for each URL.
- To ensure the compliance with the Availability Commitment, Bentley reserves the right to update the software as needed to provide higher quality of service. Best efforts will be made to communicate the updates, and to conduct the updates outside of business hours. If an update requires the Subscriber to update ProjectWise client software for administration or user access, that information will be provided as soon as practically possible.

## Remedies

Bentley shall provide Subscriber remedies for any *documented critical* incident where Bentley fails to meet the Availability Commitment during any single calendar month (the “Cover Period”). Upon the first instance per URL, Bentley shall make a good faith effort to understand the cause and make reasonable repairs to prevent the failure from occurring again. In addition to the remedy set forth above, Bentley shall also provide a Service Credit to Subscriber as described in Table 2. If the Monthly Subscription covers multiple Fully Qualified Domain Names (FQDNs), the remedy will be calculated based on the impacted FQDN, the number of active cloud-hosted users for the given month and corresponding downtime, which is a portion of the overall Monthly Subscription cost.

**Table 2: Remedies**

Availability	Service Credit
98 % -- 99.8%	2% of Monthly Subscription for affected Service
95 % -- 97.9%	4% of Monthly Subscription for affected Service
Below 95%	5% of Monthly Subscription for affected Service

Bentley will apply any Service Credits only against future amounts due in the next billing cycle from Subscriber for Hosting Fees. Service Credits will not entitle Subscriber to any refund or payment from Bentley. Subscriber agrees that the Service Credits set forth herein are Subscriber’s sole and exclusive remedy, and Bentley shall have no further liability for any failure by Bentley to meet the Availability Commitment or System Availability Period.

In respect of all other claims, losses, or damages, whether arising from tort (including negligence), breach of contract, or otherwise under or in connection with this SLA, shall in no event exceed the applicable monthly subscription fees during which the event giving rise to the liability occurs.

## Support Objectives

Bentley will, in consultation with the Subscriber, be responsible for classifying each reported, verifiable and reproducible incident per Table 3 and will use commercially reasonable efforts to resolve such incidents in accordance with the targets specified in Table 4.

**Table 3: Priority Classification**

Name	Classification	Description
Priority 1 (P1)	Critical	System Down - Multiple users at one or multiple sites cannot access the system and no workaround exists.
Priority 2 (P2)	High	Users can login and use the ProjectWise system, but there is significant degradation of functionality or performance. Product usage can continue in a restricted fashion, but some important functionality may be unavailable.
Priority 3 (P3)	Medium	A non-critical ProjectWise service is not available causing inconvenience, however, business operations can continue without major disruption.
Priority 4 (P4)	Low	The product or service behavior varies from user expectations, but normal business operations can continue.

The provision of a workaround or temporary fix will reduce the Priority of an incident to reflect the residual impact. Bentley reserves the right to determine the priority classification in accordance with the above listed definitions. "Response Times" and "Resolution Times" commence from the point in time when accurate and complete information regarding the incident or interruption has been communicated and documented within Bentley's Incident Tracking system.

If the resolution of any P2, P3 or P4 issue requires an update, fix or patch to the relevant Bentley commercial software product, resulting in a modification of standard COTS or customized code, then additional development, testing and release tasks will be required to ensure the quality of the product release. Bentley's support obligations in these instances, including response times, shall not be governed by this SLA, but rather the SELECT Program Agreement or other relevant agreement governing the ProjectWise subscription executed by Subscriber and Bentley.

"Day" for support of P2 though P4 incidents is defined as the standard working days of the geographic region affected by the incident, excepting Public Holidays, in the location where support is provided.

**Table 4: Incident Response and Resolution Targets**

Priority	Resolution Target	Initial Response Target	Update Interval
P1 - Critical	ASAP*	1 Hour	1 Hour
P2 - High	2 Days	2 Hours	1 Day
P3 - Medium	7 Days	4 Hours	7 Days
P4 - Low	30 Days	24 Hours	Mutually Agreed

*\*Critical incidents will be forwarded immediately and worked continuously by qualified team members until it is resolved, or an acceptable workaround is delivered to reduce the priority.*

Response, Resolution and Update targets are indicators and serve as benchmarks for the Bentley Support teams.

## Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at Subscriber's site or between Subscriber's site and Bentley's data center);
2. That result from the use of services, hardware, or software provided by Subscriber, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by Subscriber's use of a Service after instruction from Bentley to modify use of the Service;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by Bentley);
5. That result from Subscriber's unauthorized action or lack of action when required, or from Subscriber's employees, agents, contractors, or vendors, or anyone gaining access to Bentley network by means of Subscriber's passwords or equipment, or otherwise resulting from Subscriber's failure to follow appropriate security practices;
6. That result from the Subscriber providing faulty input, instructions, or arguments (for example, requests to access files that do not exist);
7. That result from use of sandbox, proof of concept, development, QA, or other non-production systems unless explicitly included by Bentley Systems.

## Service Termination and Subscriber's Data

Upon termination of the Service, Bentley will deactivate any remaining Subscriber accounts and upon written request provide a SQL Server backup file and a copy of the ProjectWise storage areas containing the Subscriber's files available to begin transmission within ten (10) business days. Unless otherwise

requested, Bentley will delete all copies of Subscriber's data from its servers within two (2) weeks of being notified that the Subscriber has successfully read the files, or within four (4) weeks of the data being provided if no confirmation or associated Service Request is received.

*Note: it may take up to an additional 30 days for back-ups of that data to expire.*