

## Updates to the E365 Program Agreement – April 2026

### E365 Program Terms

Section 8.2: A subsection on Subscriber Acquisitions has been added.

#### *Acquisitions **Products**.*

**(a) Bentley Acquisitions.** *Should Bentley, following an acquisition, add acquired software (“Acquisition Product”) to the E365 Products during a given Floor Period, and Subscriber uses such Acquisition Product, Bentley, in its sole discretion, may require that the parties negotiate a new Quarterly Floor. If the parties fail to reach agreement by the end of the current quarter, Bentley shall have the right to terminate the E365 Program subscription in accordance with clause 10 herein.*

**(b) Subscriber Acquisitions.** *Should Subscriber, during a given Floor Period acquire an entity which is a current subscriber to a Bentley commercial licensing program, Bentley, in its sole discretion, may require that the parties negotiate a new Quarterly Floor. If the parties fail to reach agreement by the end of the current quarter, Bentley shall have the right to terminate the E365 Program subscription in accordance with clause 10 herein.*

Section 9.1: The description of the E365 services has been revised.

~~**Subscriber Access.** Participation in the E365 Program affords Subscriber access to ‘E365 Success Services’, including discrete services projects (each an “Enterprise Blueprint”), allocated supporting personnel, learning paths, user insights and industry newsletters. 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.~~

Section 9.2: All references to “Enterprise Blueprint” have been replaced with references to “Services Offering(s)”, and a term has been added for the completion of a Services Offering where the Credits used have expired after the commencement of delivery of such Services Offering but before its completion. Former Section 9.2.1 has been incorporated into Section 9.2 and the capitalized term “Allocated Credits” has been deleted from it.

~~**Credits.** Each Enterprise Blueprint~~ **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 Start Date, as set forth on the E365 Order Form, or a given anniversary of the Start Date (each an “Anniversary Date”), as applicable. For the sake of clarity, if one or more relevant Credits expire after delivery of an ~~Enterprise Blueprint~~ **Services Offering** has commenced but before it is completed, delivery shall continue ~~to completion~~ **for a maximum of 90 days from commencement of the Services Offering** based on the expired Credits, and Subscriber will not be asked to expend any additional Credits for that ~~Enterprise Blueprint Services Offering~~.

~~**9.2.1**~~ Subscriber will be allocated a number of Credits, based initially on Subscriber’s Estimated Fees as set forth on the E365 Order Form, and in subsequent years on the Requested Funding Amount listed on a given “Enterprise 365 Request for Funding” document **Allocated Credits**. For the sake of clarity, the number of ~~A~~ allocated Credits may be zero.

The following Sections have been deleted: 9.2.2, 9.3, 9.4, 9.5, and 9.6.

~~9.2.2. Additional Credits may be purchased by Subscriber and will expire on the next Anniversary Date in time regardless of the date of purchase ("Purchased Credits").~~

~~9.3. Delivery Timelines. Enterprise Blueprint delivery timelines are estimates only and should not be construed as deadlines. Actual delivery schedules for given Enterprise Blueprints may vary according to various dependencies, including timeliness of needed cooperation from Subscriber.~~

~~9.4. Territory. Enterprise Blueprints are subject to geographic availability, and Bentley reserves the right to modify the list of Enterprise Blueprints from time to time in its sole discretion. For the sake of clarity, such modification shall not apply to any Enterprise Blueprint ongoing at the time of the modification.~~

~~9.5. Scope. Services not covered by Enterprise 365:~~

- ~~• Assistance with non-Bentley products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;~~
- ~~• Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers; and~~
- ~~• Creation of custom code development, data manipulation (de-duping, merging, cleansing) or creating deliverables using Bentley software, except when a specific Enterprise Blueprint includes such activities.~~

~~9.6. Travel. Bentley will separately invoice for travel and accommodation expenses incurred in the performance of Enterprise Blueprints based on actual expenses incurred. The following travel costs will not be charged:~~

- ~~• Travel costs directly related to quarterly alignment meetings;~~
- ~~• Travel costs for the Success Manager, dependent on location, for up to one (1) time per month;~~
- ~~• Travel costs directly related to development of the Digital Advancement Plan; and~~
- ~~• Local (within city) travel.~~

Section 10.1: Additional information on the termination notice period has been added.

*Term.* This Agreement and Subscriber's E365 Program subscription shall begin on the Start Date indicated on the E365 Order Form and shall continue until either Bentley or Subscriber terminates the subscription for convenience at any time with thirty (30) days prior written notice (the "Termination Notice") to the other party. **Subscriber acknowledges that subscriptions to certain Bentley Products may be subject to a different termination notice period, which shall be set out in the applicable Offering Document.** Prior to the start of the E365 Program subscription, Bentley may extend Subscriber's then-current Bentley subscriptions on a pro-rated basis to the end of the then-current calendar quarter.

Section 10.4: The reference to the applicable terms with respect to perpetually licensed Products after termination of this Agreement has been updated. The reference to Enterprise Blueprint has been replaced with a reference to Services Offering, and the information on "Purchase Credits that remain unused" has been deleted.

*Event of Termination.* **In the event of any termination of Subscriber's E365 Program subscription according to this Section 10, Subscriber's continued access to and use of Bentley Products shall be governed by the terms and conditions of the Agreement or other applicable Bentley subscription program agreement entered into by Subscriber. 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 E365 Program subscription according to Section 10.1 herein, all delivery of services towards any ~~Enterprise Blueprint Services Offering~~ shall cease immediately following the receipt by Bentley or Subscriber of a Termination Notice, ~~and the amount paid for all Purchased Credits that remain unused shall be refunded to Subscriber.~~

## General Terms and Conditions

The former Section 1.5 has been deleted.

~~“Channel Partner” or “Bentley Channel Partner” means individuals and companies who are authorized by Bentley to provide support services under the Support and Maintenance Terms.~~

Section 1.5 (formerly Section 1.6): The reference to “Channel Partner” has been replaced with a reference to “authorized Bentley reseller”.

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

Section 1.21: A new Section 1.21 has been added.

**“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.**

Section 7: The addresses of Bentley Systems (Beijing) Co., Ltd. and Bentley Systems, Incorporated, Taiwan Branch have been updated.

China	Bentley Systems (Beijing) Co., Ltd., having its registered office at <b>No. 02, 03, 05, 19th Floor, Tower 2, China Central Place, No. 79 Jianguo Road, Unit 1405-06, Tower 1, China Central Place, No. 81 Jianguo Road</b> , Chaoyang District, Beijing, China	People's Republic of China	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 de-livery 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.
Taiwan	Bentley Systems, Incorporated, Taiwan Branch, having its registered office at <b>Room 1551, 15th floor No. 168, Sec. 3, Nanjing E. Rd. Taipei 104 Spaces, 1F., No. 170, Sec. 3, Nanjing E. Rd., Zhongshan Dist., Taipei City 104, Taiwan Republic of China</b>	Taiwan	Any dispute, controversy, difference or claim arising out of, relating to or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Association’s arbitration rules. The place of arbitration shall be in Taipei, Taiwan. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties.

## Support and Maintenance Terms

The former Section 2.1 has been deleted.

~~**Bentley may provide support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.**~~

Section 2.1 (formerly Section 2.2): Additional information on Technical Support services has been added.

*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 seven days a 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/>.***

## Bentley Services Terms

Section 2.1: The term "Work" and its definition have been replaced with a reference to "Services Offerings".

~~**Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to an Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform ("Work") Services Offerings**~~ including the output of the **Services Offerings Work**, 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.

In the following Sections, references to "Work" have been replaced with references to "Services Offerings": 2.6, 2.8, 2.9, 2.10, 2.13, 2.15, 2.16, and 2.17.

Section 2.16: "Performing the" has been added before Services Offerings.

*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 Work** 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 Work**. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.*