



SELECT 计划协议

客户订阅 SELECT 计划受下述条款约束
下列条款和条件连同任何适用的要约文件构成客户和 Bentley 合同实体之间的
SELECT 计划协议（“协议”）

: Subscriber's SELECT Program subscription is governed by the following terms and conditions that, together with any applicable Offering Document, comprise the SELECT Program Agreement (the "Agreement") between Subscriber and the Bentley Contract Entity:

SELECT 计划条款/SELECT Program Terms;
Bentley 通用条款和条件/ General Terms and Conditions;
支持和维护条款/ Support and Maintenance Terms;
Bentley 服务条款/ Bentley Services Terms; 及/and
CSS 订阅条款/ Cloud Services Subscription Terms

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SELECT 计划条款/SELECT Program Terms

1. 定义/Definitions.

SELECT 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 通用条款和条件中规定的含义。

The capitalized words, terms and phrases in these SELECT Program Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. SELECT计划涵盖范围/SELECT Program Coverage.

客户同意为 Bentley 许可客户使用的所有 Bentley 产品购买 SELECT 计划。Bentley 应当根据本协议的规定，就其许可客户使用的所有 Bentley 产品向客户提供 SELECT 计划服务。客户在 SELECT 计划订阅期间内经许可使用的任何其他 Bentley 产品自动适用客户的 SELECT 计划，额外的订阅费将反映在 Bentley 定期向客户开具的 SELECT 计划服务费用发票中。

Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed by Subscriber. Bentley shall provide SELECT Program services to Subscriber for all Bentley Products licensed by Subscriber, subject to the provisions of the Agreement. Any additional Bentley Products licensed by Subscriber during the term of the SELECT Program subscription shall be added automatically to Subscriber's SELECT Program coverage hereunder, and the additional 'Subscription Fees' will be included in Subscriber's periodic invoices for SELECT Program services.

3. 产品许可/Product Licensing.

3.1. **现有的许可。** Bentley 和客户同意本协议条款将修改和补充所有生效日前存在的产品（包括旧版产品）许可协议。倘若任何于生效日前存在的产品许可协议与本协议的约定产生冲突，在本协议被终止之前，本协议的约定应当优先适用。当本协议终止时，客户对于任何永久许可产品的使用，受在产品或产品主要更新交付至客户之日随附提供的许可协议条款的约束。

Existing Licenses. Bentley and Subscriber agree that the terms of the Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product, or Major Update of the Product, upon its delivery to Subscriber shall govern Subscriber's use of any such Product.

3.2. **未来的许可。** 如果客户获得对某个产品拷贝的许可，客户对该产品的使用受该产品交付至客户时提供的许可协议条款的约束，该等许可时处于有效期内的本协议条款对前述许可协议条款构成修改或补充。客户同意其下载或使用任何向其交付的产品的行为视为其接受交付产品时提供的许可协议的约束。当在产品交付时提供的使用许可协议条款与购买该产品时处于有效期内的本协议条款之间产生冲突时，在本协议有效期内应以后者为准。但是，对于任何永久许可产品，一旦本协议终止，客户使用该产品应当适用该产品交付时提供的许可协议的条款。

Future Licenses. If Subscriber licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such licensing. Subscriber hereby agrees that its downloading or use of any Products delivered to it shall constitute Subscriber's acceptance of the license agreement terms provided with the Product upon its delivery to Subscriber. In the event of a conflict between the terms of the license agreement provided with a Product upon its delivery to Subscriber and the terms of this Agreement in effect at the time such Product is purchased, the terms of this Agreement in effect at the time such Product is purchased shall control for the term of this Agreement. However, with respect to any perpetually licensed Product, upon any termination of this Agreement the terms and conditions of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of the Product.

3.3. **不得转让。** 根据 Bentley 通用条款和条件第 8.1 条的约定，未经 Bentley 的事先书面同意，客户不得将其在 Bentley 产品使用许可下的任何权利进行出售、转让、让与、设置担保、再许可、出借、租赁或出租。如果得到 Bentley 的许可，客户可以将许可永久性地转让给其他终端用户，条件是该许可下的所有软件和相关说明文件以及媒介都必须被转让给受让的终端用户，客户不得再保留任何拷贝，并且受让的终端用户向 Bentley 做出书面确认，同意将 SELECT 计划适用于其所有购买的产品，并且接受当时有效的适用于产品的许可协议条款的约束。本第 3.3 条中约定的权利和义务在本协议到期或终止后仍然有效且具有强制执行效力。

No Transfers. Subject to Section 8.1 of Bentley's General Terms and Conditions, Subscriber shall not sell, transfer, assign, grant a security interest in, sublicense, loan, lease or rent any of its rights under its licenses to use Bentley Products without the prior written consent of Bentley. If consent is given by Bentley, Subscriber may permanently transfer a license to another end user, provided all software and related documentation and media covered by such license are transferred to the transferee end user and the Subscriber does not retain any copies thereof, and provided further that the transferee end user agrees in writing with Bentley to cover all of its licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such Product. The rights and obligations set out in this Section 3.3 shall survive the expiration or termination of the Agreement and shall remain enforceable notwithstanding said expiration or termination.

4. SELECT许可计划/SELECT Licensing Programs.

除非本协议另有明确约定，根据适用的随产品一同发出的终端用户许可的约定，Bentley 产品按每台设备进行许可。以下许可计划仅可用于“适用产品”。Bentley 保留增加或减少适用下列许可计划项下的产品的权利。Bentley 保留随时停止任何许可计划的权利，而无须事先通知客户。然而，直至本协议被续期或终止，终止任何许可计划不会对先前根据该被终止的许可授予的产品许可造成影响。为明确起见，若 Bentley 终止下列某许可计划，所有根据被终止的许可计划而在先前获得的许可，在本协议被续期或终止时才终止。

Unless otherwise specifically set forth in the Agreement, Bentley Products are licensed on a per Device basis as set forth in the applicable end user license that ships with the Bentley Product. The following licensing programs are only available for Eligible Products. Bentley reserves the right to add or remove any Product from eligibility for licensing under the following programs. Bentley reserves the right to discontinue any of its licensing programs at any time, without notice to Subscriber. However, until renewal or termination of this Agreement, such termination of any licensing program shall not affect the licenses for Products previously granted pursuant to such terminated licensing program. For purposes of clarity, all licenses previously granted pursuant to a terminated licensing program shall terminate upon the renewal or termination of this Agreement.

4.1. **共享许可。** Bentley 将授予客户一项有限的、不可转让的、非独占性的权利，允许客户仅以生产性使用为目的在多用户计算机网络上使用适用产品，并允许其将许可的产品安装在多台电脑或多个硬盘上。

Pooled Licensing. Bentley hereby grants to Subscriber a limited, non-transferable non-exclusive right to use Eligible Products for Production Use only on multi-user computer networks, and to install a licensed Product on more than one computer or hard disk.

客户应允许通过 SES 对共享许可的使用进行管理和监控。客户确定 Bentley 产品在共享许可下的持续运行基于 Bentley 产品与 SES 之间的使用数据通信进行判定。客户在此同意不会干扰将所安装产品的准确使用数据传送给 Bentley。

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Subscriber shall allow the management and monitoring of pooled licensing usage by SES. Subscriber acknowledges that the continuing operation of Bentley Products under pooled licensing is predicated upon Usage Data communications between Bentley Products and SES. Subscriber hereby agrees not to interfere with the transmission to Bentley of accurate Usage Data by installed Products.

经 Bentley 同意，客户可以安装并使用 Bentley 随时可能要求使用的备用 Bentley 许可技术，以便监控产品的使用情况。客户同意并确认，在此情况下，备用许可技术将不时向 Bentley 传送产生的使用数据文件。客户同意向 Bentley 进行上述传输。

Upon Bentley's consent, Subscriber may install and implement an alternative Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees and acknowledges that, in such instance, the alternative licensing technology will from time to time transmit to Bentley the generated Usage Data files Subscriber agrees to allow the above transmission to Bentley.

Bentley 应确定时间间隔，并测量在每一站点和每一时间间隔内客户使用各产品的唯一设备的数量（“共享使用”）。测量共享使用的时间间隔会随时变更，可能根据适用产品和其他条件改变。

Bentley shall establish time intervals and measure the number of unique Devices on which Subscriber Uses each Product per Site per interval (“Pooled Usage”). The interval over which Pooled Usage is measured is subject to change and may vary per Eligible Product, as well as other criteria.

涵盖许可产品的 SELECT 计划授权客户在每一站点共享使用该产品的数量在各时间间隔内不超过客户在该站点被许可使用的该产品拷贝的数量。SELECT Program coverage of licensed Products entitles Subscriber to Pooled Usage in each interval at each Site up to the number of copies of such Product for which Subscriber has licenses at such Site.

为明确起见，无论相应产品是否已获得永久许可，根据本协议第 4.1 条授予客户的共享许可将在本协议终止或未及时续签的情况下终止。

For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 4.1 shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products may be licensed on a perpetual basis.

- 4.2. **期限许可。**如果在日历季度期间（或 Bentley 随时可能提出的其他此类期间），客户在任何时间间隔内使用产品的唯一设备数量超出客户在该站点被许可使用的该产品拷贝的数量（“超量使用”），Bentley 会向客户授予追溯许可，以涵盖超量使用（“期限许可”），并根据在每个站点超量使用的峰值量对客户开具费用发票（“期限许可费”），此类期限许可仅在客户支付期限许可费后生效。期限许可费应为适用的日历期限开始时生效的费用。

Term Licenses. If, during a calendar quarter (or such other period as may be offered by Bentley from time to time), the number of unique Devices at a Subscriber Site that utilize a Product in any interval exceeds the number of copies of such Product for which Subscriber has licenses at the Site (“Excess Use”), Bentley may grant Subscriber retroactive licenses to cover Excess Use (“Term Licenses”) and invoice Subscriber fees per Site and per licensed Product for the peak amount of such Excess Use (“Term License Fees”), where such Term Licenses shall be effective upon Subscriber's payment of the Term License Fees only. Term License Fees shall be those in effect as of the start of the calendar term to which they apply.

如果客户未支付期限许可费，则除行使 Bentley SELECT 计划条款第 7.2 条赋予的权利外，Bentley 还可以：（1）采取限制客户进行超量使用的技术措施，和/或（2）停止上述 SELECT 计划条款第 4.1 条所赋予客户的共享许可权利。

In the event Subscriber fails to pay Term License Fees, Bentley may, in addition to exercising any rights provided in Section 7.2 of Bentley's SELECT Program Terms, i) take technical measures aimed at restricting Subscriber's capacity to engage in Excess Use and/or ii) discontinue Subscriber's grant of the right to pooled licensing pursuant to Section 4.1 above of these SELECT Program Terms.

- 4.3. **SELECT Open Access.** 经 Bentley 同意后，客户即可参与 Bentley 的 SELECT Open Access 计划（“SELECT Open Access”）。在 SELECT Open Access 中使用产品需要 SES，并按上述 SELECT 计划条款第 4.1 条约定，接受共享许可适用的监控和测量。

SELECT Open Access. Subscriber may, upon Bentley's approval, be allowed to participate in Bentley's SELECT Open Access program (“SELECT Open Access”). The Use of Products under SELECT Open Access requires SES and is otherwise subject to the monitoring and measuring applicable to pooled licensing as provided in Section 4.1 above of these SELECT Program Terms.

SELECT Open Access 的权益包括：（1）非独占、有限、可撤销、不可转让、不可让渡的许可，允许客户仅以生产性使用为目的安装和使用适用产品，包括客户尚未获得许可的任何拷贝的适用产品，且（2）用户可以访问 Bentley 提供的按需虚拟课堂培训，与客户的 SELECT Open Access 使用量（定义详见下文）相对应。

SELECT Open Access benefits include (i) a non-exclusive, limited, revocable, non-transferable, non-assignable license to install and use for Production Use only any Eligible Products, even those for which Subscriber has not otherwise licensed any copies of such Eligible Product and (ii) User access to on-demand and virtual classroom training, as made available by Bentley, corresponding per Product to the amount of Subscriber's SELECT Open Access Use (as defined below).

Bentley 应在每个日历季度结束时对每个季度期间客户在每个站点共享使用每个产品的峰值量向客户开具期限许可费发票，包括超量使用单独许可的产品（“SELECT Open Access 使用”）。SELECT Open Access 使用的期限许可费应为适用的日历季度开始时生效的费用。如参与 SELECT Open Access 计划，客户同意超量使用任何独立许可的产品时，应支付按此处许可的所有产品的期限许可费。

Bentley shall, at the end of each calendar quarter, invoice Subscriber Term License Fees for the peak amount of Subscriber's Pooled Usage during the quarter on a per Site per Product basis, including Excess Use of separately licensed Products (“SELECT Open Access Use”). Term License Fees for SELECT Open Access Use shall be those in effect as of the start of the calendar quarter to which they apply. By participating in SELECT Open Access, Subscriber hereby agrees to pay Term License Fees for all Use of Products hereby granted, such amount, in respect of any separately licensed Products, being limited to Excess Use only.

- 4.4. **系列产品平衡/ Portfolio Balancing。**

- 4.4.1. 根据下文第 7.1 条的约定，本协议每次续签前至少三十（30）日，经 Bentley 同意，客户可以根据本协议的约定请求系列产品平衡（“系列产品平衡”）。系列产品平衡允许客户将其从 Bentley 购买的永久使用的适用产品许可（“永久许可”）交换为其他适用产品的使用许可（“系列产品交换许可”），根据下述 SELECT 计划条款第 6.1 条的约定用于永久许可的站点。

At least thirty (30) days prior to each anniversary of any renewal of the term of this Agreement pursuant to Section 7.1 below, Subscriber may, upon Bentley's approval and under the terms set forth herein, request Portfolio Balancing (“Portfolio Balancing”). Portfolio Balancing allows Subscriber to exchange Eligible Product licenses Subscriber has purchased from Bentley for use on a perpetual basis (“Perpetual Licenses”) for licenses for other Eligible Products in substitution for a Perpetual License (“Exchanged Portfolio Licenses”) for use at the Site of the Perpetual Licenses under the terms of Section 6.1 below of these SELECT Program Terms.

- 4.4.2. 客户可以基于 Bentley 在产品永久许可使用国家发布并生效的价目表（“当前许可价格”），将永久许可交换为总计价值等于或低于永久许可（基于永久许可的当前许可价格）的系列产品交换许可。交换后，Bentley 向客户授予的与永久许可有关的许可权利将终止，与系列产品

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交换许可有关的许可权利将开始，且初始期限为十二(12)个月，除非客户通知Bentley其选择不续期，否则默认为客户自动申请续签。尽管有上述约定，在终止本协议或系列产品平衡许可计划后，客户被授予的所有系列产品交换许可都将终止，且客户使用永久许可的权利应恢复。为享受该权利，客户必须付清对Bentley的全部应付账款。

Subscriber may exchange Perpetual Licenses for Exchanged Portfolio Licenses having a total aggregate value based on the list price in effect as published by Bentley in the Country of use for perpetual license of a Product (“Current License Price”) that is equal to or less than the total aggregate value based on the Current License Prices for the Perpetual Licenses. Upon exchange, license rights granted by Bentley to Subscriber in respect of the Perpetual Licenses shall cease, and license rights in respect of the Exchanged Portfolio Licenses shall commence for an initial term of twelve (12) months, with by-default automatic requests for renewals of like terms to follow, unless Subscriber notifies Bentley of its election not to request a renewal term. Notwithstanding the above, upon termination of this Agreement or the Portfolio Balancing licensing program any Exchanged Portfolio License granted to Subscriber shall terminate and Subscriber’s right to use Perpetual Licenses shall be reinstated. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

- 4.5. **免费许可。** 客户有权以非排他性的方式，仅为其客户自身生产性使用对Bentley不时提供的且表明为免费软件的特定适用产品制作拷贝。该权利的行使用无须支付许可费，但应受到本协议条款的约束。在Bentley允许的情况下，对于客户向其分发Bentley产品文件的第三方，客户有权以机器可读的语言再向该第三方分发该产品，但前提条件是客户促使各该第三方同意不对该产品进行再次分发。除非Bentley另有书面授权，该等授予或再分发的免费许可将于本协议终止时随即终止。

No-Charge Licenses. Subscriber is hereby entitled on a non-exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Eligible Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party’s agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.

- 4.6. **产品试用。** 在客户遵守SELECT计划条款第4.6条约定的程序的前提下，Bentley将授予客户一项有限的、不可转让的、非独占的权利，允许客户为每一适用产品在每一站点为产品试用之目的获得一(1)份拷贝，但客户无权为以前已获得许可的产品获得试用拷贝。试用拷贝的使用期限不得超过三十(30)日，同时Bentley可在提供的试用产品中加载一种机制，使该试用拷贝在三十(30)日到期后自动失效或过期。就这些SELECT计划条款而言，“试用”的含义是指：仅为内部评估该产品而使用Bentley产品。试用明确排除与正在进行的项目有关的使用、任何种类的有偿使用和生产性使用。**Evaluation of Products.** Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 4.6 of the SELECT Program Terms, a limited non-transferable non-exclusive right to one (1) copy per Site of each Eligible Product solely for Evaluation Use of such Product, provided that Subscriber shall have no right to evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. For the purposes of these SELECT Program Terms “Evaluation Use” shall mean: the use of a Bentley Product solely for internal evaluation of such Product. Evaluation Use expressly excludes use in connection with ongoing projects, use for compensation of any kind, and Production Use.

5. 订阅许可/ Subscription Licensing.

Bentley仅在约定期限内向客户提供某些产品许可供其购买（“订阅”，该期限为“订阅期间”）。客户订阅该等产品应受适用要约文件和本协议条款的约束。

Bentley makes available for purchase by Subscriber certain Product licenses for a specified term only (“Subscription”, such term being the “Subscription Term”). Subscriber’s use of such Products under Subscription shall be governed by the terms of an applicable Offering Document and the Agreement.

- 5.1. 经Bentley同意后，客户可以购买特定适用产品的订阅许可（“产品订阅许可”）。产品订阅许可授予客户以目标代码的形式（CAL除外）在特定国家内对产品进行生产性使用许可权利。为享受该权利，客户必须付清对Bentley的全部应付账款。部分产品订阅许可要求客户参加SELECT Open Access。

Subscriber may, upon Bentley’s approval, purchase Subscriptions to license specific Eligible Products (a “Product Subscription License”). A Product Subscription License entitles Subscriber to license rights in a Product for Production Use, in Object Code form and (except for CALs) within a Country. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. Some Product Subscription Licenses require participation in SELECT Open Access.

- 5.2. 客户认可其在产品订阅许可项下取得的产品仅能够在适用的订阅期间或续展期中使用。在任何情况下，产品订阅许可在协议期限届满之后或在协议提前终止后都随即终止。客户认可Bentley在交付其产品订阅许可中可以内置时钟。客户同意时钟将不会被认为是上述产品订阅许可的缺陷，并承诺不向Bentley就时钟及其运行提起任何性质的索赔。客户不得删除时钟或规避使用时钟。

Subscriber recognizes that the Products licensed under a Product Subscription License are provided to Subscriber for use only for the applicable Subscription Term or any renewal term. In no event will a Product Subscription License continue beyond the expiration or earlier termination of the Agreement. Subscriber recognizes that Product Subscription Licenses may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of such Product Subscription Licenses and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not remove or evade Time Clocks.

- 5.3. 如果SELECT计划条款第5条与本协议其他部分之间的约定存在任何冲突，或如果本协议第5条与产品订阅许可的标定产品随附的许可协议的条款的约定存在任何冲突，本协议第5条应当对产品订阅许可具有约束力。

In the event of any inconsistency between this Section 5 of these SELECT Program Terms and any other Section of the Agreement, or between this Section 5 and the terms and conditions in the license agreement provided with any Product that is the subject of a Product Subscription License, this Section 5 shall control with respect to Product Subscription Licenses.

- 5.4. 客户端访问许可（“CAL”）是一种产品订阅许可，它允许特定指定用户访问由客户许可的服务器产品。CAL使用量通过计算在三个月期间或适用要约文件中指定的其他期间内，访问给定服务器产品的用户数来确定。为明确起见，“CAL”是指产品许可名称的类别，包括但不限于护照、签证或Bentley可能随时确定的其他名称。CAL不可转让，且不能在用户之间共享。客户应允许通过SES对CAL的使用以及服务器产品的使用进行管理和监控。客户确认可以通过与SES之间的通讯来预估是否持续提供CAL给用户。

A Client Access License (“CAL”) is a Product Subscription License that permits a specific named User to access Server Products licensed by Subscriber. CAL usage is determined by counting the number of Users accessing a given Server Product during a three-month period or other period as specified in an applicable Offering Document. For the sake of clarity, “CAL” refers to a category of Product license designations, including but not limited to Passports, Visas or such other designations as Bentley may determine from time to time. CALs are non-transferable and cannot be pooled or shared among Users. Subscriber shall allow the management and monitoring of CAL usage, and Server Product usage, through SES. Subscriber acknowledges that the continuing availability of CALs to Users

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may be predicated upon communications with SES.

6. SELECT计划费/SELECT Program Fees.

- 6.1. 客户应对其获得的每一产品许可，向Bentley支付本协议生效日有效的订阅费。客户对其在本协议期间获得的每一额外的产品许可，应向Bentley支付适用购买该额外产品许可的订阅费。上述两种情况下各自适用的SELECT计划费直至本协议下一次续期前保持不变（除非适用的要约文件中另有约定），续期之日该计划费应根据Bentley在该日有效的收费标准进行变更，但是该等收费标准的变化在客户收到Bentley通知三十(30)天之后方为有效。Subscriber shall pay to Bentley the applicable Subscription Fee in effect for each Product licensed as of the Effective Date of this Agreement. Subscriber shall pay to Bentley the applicable Subscription Fee in effect for each additional Product licensed during the term hereof as of the date such additional Product license is purchased. With respect to the Products licensed by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed, as of the date of such purchase, shall remain in effect for the Subscriber until the date of the next renewal of this Agreement (unless stated otherwise in an applicable Offering Document), at which time the fees shall be changed to those charged by Bentley as of such renewal date, provided that no changes in fees for Products covered shall be effective until thirty (30) days after Subscriber receives notice of such changes.
- 6.2. 任何订阅费或就接受本协议项下所有产品和服务的任何另行收取的费用，应当以客户使用产品或服务站点的当地价格和货币进行计算和支付。Calculation and payment of any Subscription Fees, or any separate price for all Products and services hereunder, shall be based on the local price and local currency of the Subscriber's Site where such Product or service is used.
- 6.3. SELECT计划条款第6条约定的订阅费和第4.2条约定的期限许可费已包括SELECT计划费，任何根据SELECT计划订阅许可获得的CAL或产品许可不再收取额外的SELECT计划费。Subscription Fees as set forth in this Section 6 and Term License Fees as set forth in Section 4.2 of the SELECT Program Terms are inclusive of SELECT Program coverage and no additional fees for SELECT Program coverage shall apply for CALs utilized or Products licensed under the SELECT Program subscription.
- 6.4. Bentley应首先就本协议生效日客户已购买的所有产品许可向其开具一(1)年的订阅费发票。对于自本协议生效日起第一年内购买的全部产品使用许可，Bentley应向客户根据比例开具年度发票。自本协议生效日起满一年后，产品许可的订阅费的发票将按季度或年度开具。就新产品许可开具的发票应反映上一发票期间SELECT计划产品按本期实际执行的比例发生的费用以及本发票期间产品的全部费用金额。Bentley shall initially invoice Subscriber for one (1) year of Subscription Fees for all Product licenses purchased as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a pro-rated annual invoice for all Product licenses purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, invoices for Subscription Fees for Product licenses shall be issued quarterly or annually. Invoices reflecting new Product licenses will include a prorated amount reflecting coverage of the Product under the SELECT Program during the preceding invoice period plus the full amount for the current invoice period.
- 6.5. 本第6条中约定的权利和义务在本协议到期或终止后仍然有效且具有强制执行效力。The rights and obligations set out in this Section 6 shall survive the expiration or termination of the Agreement and shall remain enforceable notwithstanding said expiration or termination.

7. 期限和终止/ Term and Termination.

- 7.1. **期限。**本协议和客户订阅的SELECT计划自生效日起生效，并在十二(12)个月的初始期限内持续有效，除非合同一方作出决定不再续签本协议，并且在现行订阅期间到期前提前至少三十(30)日通知对方，否则本协议在到期时将自动以同样的期限续签。**Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, shall continue for an initial term of twelve (12) months, and shall automatically renew for terms of like tenure unless either party gives notice of its election to not renew the term at least thirty (30) days prior to the expiration of the then-current term.
- 7.2. **实质违约的终止。**任何一方若实质性违反本协议，另一方有权选择终止协议。该等终止只可以书面通知方式向另一方做出，并应在通知中指明终止协议的违约事由。收到该通知后，违约方应有三十(30)天的时间纠正违约行为，如果在此期限结束时未纠正违约行为，则本协议应终止；但是，如果客户违反Bentley通用条款和条件第3条中约定的任何义务，则Bentley应有权立即终止本协议。客户未付清对Bentley的应付账款时，将始终构成对本协议的实质性违约。**Termination for Material Breach.** Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be affected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of the General Terms and Conditions. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.
- 7.3. **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.
- 7.4. **终止的后果。**在本协议由于任何原因被终止的情况下，所有根据本协议授予客户的权利和许可应当立即终止。对于任何永久许可产品，随附该产品的许可协议中的条款对客户使用该产品具有约束力。客户应立即停止使用SES。**Consequences 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.
- 7.5. **终止后的恢复。**终止SELECT计划后，客户仅可在Bentley同意恢复该计划且客户提前向Bentley支付SELECT延续服务费后恢复此类服务，延续服务费的金额应由Bentley自行决定，但该费用不得超出在终止日期和恢复日期之间不享受折扣的全部应付款的累计金额。**Reinstatement Following Termination.** Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such

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amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

Bentley 通用条款和条件/ 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。
“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<https://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 <https://www.bentley.com/wp-content/uploads/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.

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- 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 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发票或CSS付款请求。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

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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 or CSS Payment Request 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.

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，并被视作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.

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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 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.

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- 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的Bentley说明文件。如果客户对产品或者其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、延迟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。

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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，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，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，所退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。

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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.

<p>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)</p>	<p>本协议中提及的“Bentley”是指以下 Bentley 实体： References to “Bentley” mean the following Bentley entity:</p>	<p>适用法律： Governing law is:</p>	<p>争议解决条款： Exclusive jurisdiction/forum for dispute resolution:</p>
<p>中国 China</p>	<p>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.</p>	<p>中华人民共和国法律 The laws of the People's Republic of China</p>	<p>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 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.</p>

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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 applicable laws.

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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存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/。

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。

The description of 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法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

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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.
- 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

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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
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.

CSS 订阅条款/ Cloud Services Subscription Terms

1. 定义/ Definitions.

CSS 订阅采购合同（“CSS 采购合同”）和本CSS 订阅条款中以大写表示的词语、术语及词组应具有下文或Bentley 通用条款和条件中约定的含义。The capitalized words, terms and phrases used in the Cloud Services Subscription Order Form (“CSS Order Form”) and these Cloud Services Subscription Terms shall have the meanings set forth below or in the Bentley General Terms and Conditions.

2. 概述/ Overview.

应客户的请求并经 Bentley 同意，客户及其授权关联企业（定义见 E365 计划条款）可根据本 CSS 订阅条款（“CSS 条款”）中约定的条款和条件参与 CSS 订阅（“CSS”）计划。为享受该权利，客户必须付清对 Bentley 的全部应付帐款。作为 CSS 计划的参与者，客户同意向 Bentley 支付款项（“CSS

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款项”)，用于支付适用的CSS服务(定义如下)。在参加CSS计划之前，客户应签署CSS采购合同，其中应约定初始CSS款项。如果客户在一段时间内签署了多个CSS采购合同，则签署日期最近的CSS采购合同应取代所有之前的CSS采购合同。

At Subscriber's request and upon Bentley's approval, Subscriber and its authorized Affiliates (as defined in the E365 Program Terms) may participate in the Cloud Services Subscription ("CSS") program, subject to the terms and conditions stated in these Cloud Services Subscription Terms ("CSS Terms"). To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. As a participant in the CSS program, Subscriber agrees to pay payments to Bentley ("CSS Payments"), which can be used to fund Eligible CSS Services (as defined below). Prior to participating in the CSS program, Subscriber shall execute a CSS Order Form, which shall designate the Initial CSS Payment. In the event Subscriber executes multiple CSS Order Forms over time, the CSS Order Form with the most recent execution date shall supersede all previous CSS Order Forms.

3. 适用的服务/ Eligible Services.

可通过CSS计划支付的Bentley服务包括期限许可(如SELECT计划条款中所定义)、CAL(包括签证和护照)(如SELECT计划条款中定义)、云产品、E365计划和年度技术服务(“适用的CSS服务”)。Bentley可自行决定随时修改适用的CSS服务列表。只有在CSS订阅期间开具发票的适用的CSS服务才能够通过CSS计划支付。

Bentley services eligible for funding through the CSS program include Term Licenses (as defined in the SELECT Program Terms), CALs (including Visas and Passports) (as defined in the SELECT Program Terms), Cloud Offerings, E365 Program and Recurring Services ("Eligible CSS Services"). Bentley may amend the list of Eligible CSS Services from time to time at Bentley's sole discretion. Only Eligible CSS Services invoiced for during the CSS subscription are eligible for CSS funding through the CSS program.

4. 关联企业参与/ Affiliate Participation.

客户确认其关联企业可使用客户的CSS支付(关联企业)适用的CSS服务(“关联企业CSS交易”)，并特此授权Bentley以信托形式保留特定数量的CSS资金，用于支付适用的CSS服务。客户同意其应明确授权支付每笔关联企业CSS交易。

Subscriber acknowledges that its affiliates may utilize Subscriber's CSS to fund Eligible CSS Services ("Affiliate CSS Transactions") and hereby authorizes Bentley to hold certain CSS funds in trust for payment of Eligible CSS Services. Subscriber agrees that it shall expressly authorize payment for each Affiliate CSS Transaction.

5. CSS款项和余额/ CSS Payments and Balances.

5.1. 初始CSS款项/ Initial CSS Payment.

客户同意向Bentley支付初始CSS款项，该款项为对预计可能发生的费用(包括适用税费)的诚信预估，包括从CSS采购合同上注明的CSS订阅开始日期起为期十二(12)个月的适用的CSS服务(“预计年费”)的费用。初始CSS款项的金额应构成初始CSS余额(在CSS订阅期间的任何时间，简称“CSS余额”)，该余额将随着使用适用的CSS服务而被扣除。

Subscriber agrees to pay Bentley an Initial CSS Payment, which is based on a good faith estimate of anticipated fees, including applicable taxes, to be assessed for Eligible CSS Services for a twelve-month period ("Estimated Annual Fees") beginning with the CSS subscription start date, as indicated on the CSS Order Form. The value of the Initial CSS Payment shall constitute the initial CSS balance (at any time during the CSS Subscription, the "CSS Balance"), which will be drawn down as Eligible CSS Services are consumed.

5.2. CSS补充费用/ CSS Replenishment.

客户同意在CSS余额完全用尽之前支付额外费用。最低补充金额将为适用的CSS服务的任何未付发票的余额加上从CSS余额用尽的大致日期开始计算的十二(12)个月期间的预计年费。客户可随时支付额外费用，但此类补充的最低金额必须为自支付额外费用之日起的十二个月期间计算的预计年费。

Subscriber agrees to make additional payments prior to the complete depletion of the CSS Balance. The minimum replenishment amount will be based on the balance of any unpaid invoices for Eligible CSS Services plus the Estimated Annual Fees calculated for a twelve-month period beginning with the approximate date at which the CSS Balance will be depleted. Subscriber may make additional payments at any time, but the minimum value of such replenishment must be the Estimated Annual Fees calculated for a twelve-month period beginning with the date the additional payment is made.

5.3. CSS付款/ CSS Payments.

Bentley应根据CSS采购合同中约定的金额向客户发出初始CSS款项的付款请求(以下简称“付款请求”，可指任何标题为“付款请求”、“发票”或类似标识的付款请求文件)。支付条款应符合Bentley通用条款和条件中的约定。此后，Bentley可发出额外付款请求，以补充CSS余额(如本条款第5.2条所定义)。如果客户延迟支付付款请求，Bentley除了行使Bentley通用条款和条件第2.1条规定的任何权利外，还可以采取技术措施限制或停止客户使用适用的服务。如客户未能在三十(30)天内纠正此类未付款行为，Bentley可自行决定将此行为视为对客户参与CSS计划的有效终止，在这种情况下：

Bentley shall issue a payment request to Subscriber for the Initial CSS Payment in accordance with the amount set forth in the CSS Order Form (hereinafter "Payment Request," which may refer to any payment request document entitled "Payment Request," "Invoice" or similar identifier). Payment terms shall be as set forth in the Bentley General Terms and Conditions. Thereafter, Bentley may issue additional Payment Requests to replenish the CSS Balance (as defined in Section 5.2 herein). In the event of a Payment Request that is past due, Bentley may in addition to exercising any rights provided in Section 2.1 of Bentley's General Terms and Conditions, take technical measures aimed at restricting or discontinuing Subscriber's Use of the Eligible Services. Subscriber's failure to cure such non-payment within thirty (30) days may, in Bentley's sole discretion, be deemed an effective termination of Subscriber's participation in the CSS program, in which case:

5.3.1. 如果本第5.3条中提到的技术措施不包括停止使用适用的CSS服务，则此类使用在终止时应停止；

To the extent that the technical measures referenced above in this Section 5.3 did not include cessation of access to Eligible CSS Services, such access shall cease upon termination;

5.3.2. Bentley将在此期间为客户提供的适用的CSS服务开具发票；并且

Subscriber will be invoiced for Eligible CSS Services provided during such period; and

5.3.3. Bentley将根据第6.2条退还任何剩余的CSS资金。

Bentley will return any remaining CSS funds in accordance with Section 6.2 herein.

5.4. CSS对账单/ CSS Statements.

Bentley应在每个季度结束后向客户提供一份对账单，详细列出适用的CSS服务的消费情况以及截至该季度末的客户CSS余额。

Following each quarter, Bentley shall provide Subscriber with a statement itemizing consumption of Eligible CSS Services and Subscriber's remaining CSS Balance as of the end of that quarter.

SELECT 计划协议

6. 其他/ Miscellaneous.

6.1. 保密条款/ Terms are Confidential.

客户特此承认CSS采购合同的条款具有保密性质，并特此同意其及其关联企业不得向任何第三方披露CSS采购合同内容。

Subscriber hereby acknowledges that the terms and conditions of the CSS Order Form are confidential in nature and Subscriber hereby agrees that neither it nor its Affiliates shall disclose the contents of the CSS Order Form to any third party.

6.2. 终止后CSS余额/ CSS Balance Post-termination.

协议终止时剩余的任何CSS余额将在协议终止之日起三十(30)日内退还给客户。

Any positive CSS Balance present upon termination of the Agreement will be returned to Subscriber within thirty (30) days from when the Agreement termination becomes effective.

6.3. 冲突/ Conflicts.

如果CSS订阅条款与本协议或任何其他适用的Bentley条款和条件之间存在任何不一致之处，则客户参与CSS计划的权利义务关系应以本CSS订阅条款的内容为准。

In the event of any inconsistency between the Cloud Services Subscription Terms and the Agreement or any other applicable Bentley terms and conditions, the Cloud Services Subscription Terms shall control with respect to Subscriber's participation in the CSS program.

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