

Data Processing Addendum

Version effective as of April 2021

By accepting the terms of the Agreement referring to this Data Processing Addendum (“**DPA**”), you (“**Subscriber**”) agree to the terms set forth herein, which are incorporated into the Agreement by reference.

RECITALS

Bentley and Subscriber, on behalf of itself and its Affiliates, have entered into one or more order forms, contracts and/or agreements (“**Agreement**”) pursuant to which Bentley has agreed to license software, products and/or provide services to the Subscriber as described in the Agreement (collectively, the “**Services**”). Capitalized terms used but not otherwise defined in this DPA shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall control with respect to such conflict. The Agreement includes any exhibits, schedules, appendices, statements of work, or other attachments made part of or incorporated into the Agreement, including this DPA.

By executing the Agreement, Subscriber enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Affiliates, if and to the extent Bentley processes Personal Data for which such Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Subscriber” shall include Subscriber and Affiliates.

In the course of providing the Services to Subscriber pursuant to the Agreement, Bentley may Process Personal Data on behalf of Subscriber and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed by Bentley pursuant to the Agreement.

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the Europe- an Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Agreement as amended from time to time. For the avoidance of doubt, if Bentley’s processing activities involving Personal Data are not within the scope of a given data protection law, such law is not applicable for purposes of this DPA.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“Subscriber” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates).

“Standard Contractual Clauses” means the agreement executed by and between Subscriber and Bentley Systems, Inc. and attached hereto as Schedule 3 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Subprocessor” means any Processor engaged by Bentley.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR or, for the United Kingdom, the Information Commissioner’s Office (“ICO”).

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, Bentley is the Processor and that Bentley will engage Subprocessors pursuant to the requirements set forth in Section 5 “Subprocessors” below.

2.2. Subscriber’s Processing of Personal Data. Subscriber shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Bentley as Processor. For the avoidance of doubt, Subscriber’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Subscriber is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Bentley by or on behalf of Subscriber, (ii) the means by which the Subscriber acquired the Personal Data, and (iii) the Instructions it provides to Bentley. Subscriber shall not provide or make available to Bentley any Personal Data in violation of the Agreement or which is otherwise inappropriate for the nature of the Services and shall indemnify Bentley from all claims and losses in connection with Subscriber’s breach of applicable Data Protection Laws and Regulations.

2.3. Bentley’s Processing of Personal Data. Bentley shall treat Personal Data as confidential information and shall Process Personal Data on behalf of and only in accordance with Subscriber’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and order form(s); (ii) Processing initiated by users in their use of the Services; (iii) Processing to comply with other documented reasonable instructions provided by Subscriber (e.g., via email) where such instructions are consistent with the terms of the Agreement, and (iv) in compliance with the Data Protection Laws and Regulations. Subscriber hereby instructs Bentley to Process Personal Data in accordance with the foregoing and as part of Subscriber’s use of the Services.

- 2.4. **Bentley's Role as a Service Provider.** The parties acknowledge and agree that Bentley is a service provider for the purposes of the CCPA and is receiving Personal Data from Subscriber pursuant to the Agreement for a business purpose. Bentley shall not sell any such Personal Data nor retain, use or disclose any Personal Data provided by Subscriber pursuant to the Agreement except as necessary for performing the Services or otherwise as set forth in the Agreement or as permitted by the CCPA. The terms "service provider," and "sell" are as defined in Section 1798.140 of the CCPA. Bentley certifies that it understands the restrictions of this section.
- 2.5. **Details of the Processing.** The subject-matter of Processing of Personal Data by Bentley is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Request. Bentley shall, to the extent legally permitted, promptly notify Subscriber if Bentley receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Considering the nature of the Processing, Bentley shall assist Subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Subscriber's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

4. BENTLEY PERSONNEL

- 4.1. **Confidentiality.** Bentley shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Bentley shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2. **Limitation of Access.** Bentley shall ensure that Bentley's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.
- 4.3. **Data Protection Officer.** Bentley has appointed a data protection officer. The appointed person may be reached at dpo@bentley.com.

5. SUBPROCESSORS

- 5.1. **Appointment of Subprocessors.** Subscriber acknowledges and agrees that (a) Bentley's Affiliates may be retained as Subprocessors; and (b) Bentley and Bentley's Affiliates respectively may engage third-party Subprocessors in connection with the provision of the Services. Bentley or an Bentley Affiliate has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Subscriber Personal Data to the extent applicable to the nature of the Services provided by such Subprocessor.
- 5.2. **List of Current Subprocessors, Notification of New Subprocessors, and Consent Mechanism.** Bentley shall make available to Subscriber the current list of Subprocessors for the Services. Subscriber may find a maintained list of Subprocessors online here. Subscriber hereby generally authorizes Bentley and Bentley's Affiliates to remove or add new subprocessors in accordance with this Section 5. New Subprocessors that access Subscriber's Personal Data shall be approved by Subscriber via the following consent mechanism:
- (i) Bentley shall notify Subscriber at least thirty (30) days before authorizing any new subprocessor to access Personal Data by updating the subprocessor to the list online at Bentley's Trust Center.

- (ii) If Subscriber raises no reasonable objections with Bentley in writing within this thirty (30) days period, then this shall be taken as an approval of the new subprocessor by Subscriber.
- (iii) If Subscriber raises reasonable objections, then Bentley shall have the right to terminate the affected Service to Subscriber with fourteen (14) days' notice unless Bentley decides to (a) continue the Service without the engagement of the Subprocessor which Subscriber objected to, (b) take sufficient steps to address the concerns raised in Subscriber's objection or (c) in agreement with Subscriber, cease to provide (temporarily or permanently), the particular aspect of the Service that would involve use of the subprocessor. Each Subprocessor shall be bound by data protection obligations consistent with those in this Agreement.

5.3. Liability. Bentley shall be liable for the acts and omissions of its Subprocessors to the same extent Bentley would be liable if performing the services of each Subprocessor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Bentley shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data. Bentley shall, at a minimum:

- Adopt policies and standards related to information security.
- Assign responsibility for information security management.
- Devote adequate personnel resources to information security.
- Perform reference or background checks on permanent employees that shall have access to personal data and as necessary for compliance requirements (where practicable and lawful in each relevant jurisdiction).
- Require all Bentley employees to comply with a written Information Security policy.
- Have procedures in place to prevent unauthorized access to Personal Data through the use, as appropriate, of physical and logical entry controls, secure areas for processing, and data loss prevention tools.
- Ensure compliance with policies and standards related to data protection on an ongoing basis.

Additional information concerning Bentley's technical and organizational measures is available at Bentley's [Trust Center](#), as updated from time to time.

7. SUBSCRIBER RIGHT TO AUDIT

For the duration of this DPA, upon Subscriber's request, not more than once per calendar year, and subject to non-disclosure agreement, Bentley shall provide to Subscriber the most recent audit report performed by an independent auditor so that Subscriber can reasonably verify Bentley's compliance with its data protection obligations. Subscriber agrees to exercise any audit and inspection rights it may have solely by requesting and reviewing such audit report. After Subscriber has reviewed the foregoing, in the event that additional information is required to demonstrate compliance with Bentley's data protection obligations, Subscriber must notify Bentley in writing, identifying specifically what obligation the report fails to demonstrate compliance with, the deficiency in the audit report, and areas for which additional information is requested. After review, Bentley may notify its independent auditor of the identified deficiencies for inclusion in the its auditing procedures. At Bentley's discretion, Bentley shall use reasonable efforts to comply and provide Subscriber (either itself or a registered accredited auditor acting on Subscriber's behalf, subject to non-disclosure obligations) with access to additional policies, procedures, processes, and/or supporting evidence demonstrating the operation of controls. Subscriber shall give Bentley no fewer than 30 days' prior notice, shall not be permitted to keep any copies of additional documentation or make copies, and shall not unreasonably disrupt Bentley's business operations. Subscriber shall be responsible for all costs of such audit, and additional charges to offset costs incurred by Bentley may apply.

8. DATA BREACH MANAGEMENT AND NOTIFICATION

Bentley agrees to notify Subscriber without undue delay upon discovery of a Data Breach. In the course of notification to Subscriber, Bentley will provide to Subscriber, as feasible, sufficient information for Subscriber to make any required notifications within the timeline required by Data Protection Laws and Regulations. Such information may include, but is not necessarily limited to: (i) the nature of the Data Breach, and the categories and approximate number of Data Subjects and Personal Data records affected; (ii) the likely consequences of the Data Breach, to the extent consequences are able to be determined; and (iii) any measures taken to address or mitigate the Data Breach.

9. RETURN AND DELETION OF PERSONAL DATA

Bentley shall retain Personal Data received from Subscriber or created on behalf of Subscriber for only so long as necessary to perform the services under the Agreement or as may otherwise be required under applicable law. Upon request from Subscriber, Bentley agrees to return or destroy the Personal Data received or created pursuant to the Agreement, to the extent permitted by applicable law.

10. LIMITATION OF LIABILITY

The total liability of each of Subscriber and Bentley (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this DPA, whether in contract, tort, or other theory of liability is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

11. EUROPEAN SPECIFIC PROVISIONS

- 11.1. **GDPR.** Bentley will Process Personal Data in accordance with the GDPR requirements directly applicable to Bentley's provision of its Services.
- 11.2. **Data Protection Impact Assessment.** Bentley shall provide reasonable assistance to Subscriber in respect to any data protection impact assessments and/or prior consultations that may be required in respect of processing carried out under the Agreement, to the extent required under the GDPR.
- 11.3. **Notification of Inspection.** Bentley agrees to notify Subscriber of any inspection or audit by a Supervisory Authority concerning compliance with Data Protection Laws and Regulations to the extent related to the Services provided under the Agreement. Bentley shall cooperate with relevant Government Authorities upon request by Subscriber.
- 11.4. **Transfer mechanisms for data transfers.** Bentley makes available the transfer mechanism listed below which shall apply, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:
 - The Standard Contractual Clauses set forth in Schedule 3 to this DPA (the "**SCC Services**").

12. MISCELLANEOUS

- 12.1. **Parties to this DPA.** Where the Standard Contractual Clauses are applicable, Bentley Systems, Incorporated is the signatory to the Standard Contractual Clauses. Where the Bentley entity that is a party to the Agreement is not Bentley Systems, Incorporated, that Bentley entity is carrying out the obligations of the data importer on behalf of Bentley Systems, Incorporated.
- 12.2. **Legal Effect.** Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. With effect from the Effective Date, this DPA is part of and incorporated into the Agreement so references to the Agreement shall include this DPA.
- 12.3. **Clauses within this DPA.** For the avoidance of doubt, clause and other headings in this DPA are for convenience of reference only and shall not constitute a part of or otherwise affect the meaning or interpretation of this DPA. Schedules and Annexes to this DPA shall be deemed to be an integral part of this DPA to the same extent as if they had been set forth verbatim herein.

List of Schedules

Schedule 1: Transfer Mechanisms for European Data Transfers

Schedule 2: Details of the Processing

Schedule 3: Standard Contractual Clauses

SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

ADDITIONAL TERMS FOR SCC SERVICES

Subscribers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Schedule apply to (i) Subscriber which is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom and, (ii) its Affiliates. For the purpose of the Standard Contractual Clauses and this Schedule, the aforementioned entities shall be deemed “data exporters”.

Instructions. This DPA and the Agreement are Subscriber’s complete and final documented instructions to Bentley for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Subscriber to process Personal Data: (a) Processing in accordance with the Agreement and applicable order form(s); (b) Processing initiated by users in their use of the SCC’s and (c) Processing to comply with other reasonable documented instructions provided by Subscriber (e.g., via email) where such instructions are consistent with the terms of the Agreement.

Data Exports from the United Kingdom under the Standard Contractual Clauses. In case of any transfers of Personal Data under this DPA under the Standard Contractual Clauses from the United Kingdom, to the extent such transfers are subject to Data Protection Laws and Regulations applicable in the United Kingdom (“UK Data Protection Laws”), (i) general and specific references in the Standard Contractual Clauses to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 shall hereby be deemed to have the same meaning as the equivalent reference in the UK Data Protection Laws; (ii) References in the Standard Contractual Clauses to “the law of the Member State in which the data exporter is established” shall hereby be deemed to mean “the law of the United Kingdom”; and (iii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter is established shall hereby be deemed to refer to an obligation under UK Data Protection Laws.

Appointment of new Subprocessors and List of current Subprocessors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Subscriber acknowledges and expressly agrees that (a) Bentley’s Affiliates may be retained as Sub-processors; and (b) Bentley and Bentley’s Affiliates respectively may engage third-party Subprocessors in connection with the provision of the SCC’s. Bentley shall make available to Subscriber the current list of Subprocessors in accordance with Section 5 of this DPA.

Notification of New Subprocessors and Objection Right for new Subprocessors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Subscriber acknowledges and expressly agrees that Bentley may engage new Subprocessors as described in Sections 5 of the DPA.

Copies of Subprocessor Agreements. The parties agree that the copies of the Subprocessor agreements that must be provided by Bentley to Subscriber pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Bentley before-hand; and, that such copies will be provided by Bentley, in a manner to be determined in its discretion, only upon re-quest by Subscriber.

Audits and Certifications. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Bentley has obtained the third-party certifications and audits set forth Bentley's Trust Center. Upon Subscriber's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Bentley shall make available to Subscriber that is not a competitor of Bentley (or Subscriber's independent, third-party auditor that is not a competitor of Bentley) a copy of Bentley's then most recent third-party audits or certifications, as applicable.

Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Bentley to Subscriber only upon Subscriber's request.

Conflict. In the event of any conflict or inconsistency between the body of this DPA (including any of its Schedules other than the Standard Contractual Clauses in Schedule 3) and the Standard Contractual Clauses in Schedule 3, the Standard Contractual Clauses shall prevail.

SCHEDULE 2 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

Bentley will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the documentation, and as further instructed by Subscriber in its use of the Services.

Duration of Processing

Subject to Section 9 of the DPA, Bentley will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Business partners and vendors of Subscriber (who are natural persons)
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's users authorized by Subscriber to use the Services (who are natural persons)

Type of Personal Data

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Localization data
- Subscriber ID data
- First and last name
- Contact information (company, email, phone, physical business address)
- Any Personal Data stored by the Subscriber in Bentley's cloud environment
- Subscriber's Personal Data uploaded to the services in connection with the Agreement

Special categories of data (if appropriate)

Not applicable.

SCHEDULE 3 - STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation: Subscriber, as specified in the Agreement

Address: as specified in the Agreement

Tel.: as specified in the Agreement

fax: as specified in the Agreement, if applicable

e-mail: as specified in the Agreement

Other information needed to identify the organisation: if needed; otherwise "not applicable"]

.....
(the data **exporter**)

And

Name of the data importing organisation: Bentley Systems, Incorporated.

Address: 685 Stockton Drive, Exton, PA 19341, United States

E-mail: dpo@bentley.com

Other information needed to identify the organisation: not applicable

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessors obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

Data Exporter is the legal entity specified in the DPA as the Subscriber.

Data importer

The data importer is Bentley Systems, Inc. which is a provider of enterprise software and cloud computing solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Business partners and vendors of Subscriber (who are natural persons)
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's Users authorized by Subscriber to use the Services (who are natural persons)

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Localization data
- Subscriber ID data
- First and last name
- Contact information (company, email, phone, physical business address)
- Any Personal Data stored by the Subscriber in Bentley's cloud environment
- Subscriber's Personal Data uploaded to the services in connection with the Agreement

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

No personal data should be transferred relating to special categories of data.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the SCC Services pursuant to the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the SCC Services, as described in the DPA, as detailed in Bentley's [Trust Center](#) or otherwise made reasonably available by the data importer. Data importer will not materially decrease the overall security of the SCC Services during a subscription term.