

Appendix: Service Level Agreement

The following Service Level Agreement (SLA) supplements the SELECT Agreement including Exhibit F Bentley Cloud Offerings to further define Availability and Support Commitments to enable the achievement of Subscriber’s business objectives. In the event there is a conflict between this Appendix and the SELECT Agreement, this Appendix shall prevail.

Availability Commitment

Bentley shall provide System Availability per Table 1 below.

Table 1 - Availability

Availability Commitment	System Availability Period
99.9%	24x7

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

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

- Users will be given notice of Maintenance Windows which will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system. Wherever practical, Maintenance Windows will occur outside of Subscriber’s core business hours.
- The Availability Commitment excludes downtime due to Scheduled Maintenance.
- Unscheduled Downtime is calculated from the minute it is clearly reported by the Subscriber to Bentley, until Bentley reports it fixed or mitigated. Bentley may subtract from the calculated downtime any time waiting for a response from the Subscriber
- Only “Critical” Incidents (Table 3 below) will be considered as Unscheduled Downtime in the above Availability calculation.
- Where Bentley provides multiple production services, identified by different Universal Resource Locators (URLs), the availability will be calculated for each URL.

Remedies

Bentley shall provide Subscriber remedies for any Bentley failure to meet the Availability Commitment during any single calendar month (the “Cover Period”). Upon the first instance per URL, Bentley shall make a good faith effort to understand the cause and make reasonable repairs to prevent the failure from occurring again. Upon any subsequent instance, in addition to the remedy set forth above, Bentley shall also provide a Service Credit to Subscriber as described in Table 2. If the Monthly Subscription covers multiple Fully Qualified Domain Names (FQDNs), the remedy will be based off a part of the Monthly Subscription proportional to the usage of that FQDN.

Table 2 – Remedies

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

Bentley will apply any Service Credits only against future amounts due from Subscriber for Hosting Fees. Service Credits will not entitle Subscriber to any refund or payment from Bentley. Unless claimed within ninety (90) Days following the end of the Cover Period to which they correspond, all Service Credits are waived with respect to that period of service. Subscriber agrees that the Service Credits set forth herein are Subscriber’s sole and exclusive remedy, and Bentley shall have no further liability, for any failure by Bentley to meet the Availability Commitment or System Availability Period.

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

Support Objectives

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

Table 3 – Priority Classification

Name	Classification	Description	Example
Priority 1 (P1)	Critical	System Down A complete loss of cloud service – no user can interact with the service	Users at multiple sites cannot access the system and no workaround exists.
Priority 2 (P2)	High	Incident which impairs the users’ ability to maintain business operation causing a severe degradation of service or resulting in some important functionality being unavailable. Operations can continue in a restricted fashion.	Users can access system however there is material degradation of functionality or performance
Priority 3 (P3)	Medium	Incident which causes a loss of some important functionality.	A service is not available causing inconvenience, however, business operations can continue without major disruption
Priority 4 (P4)	Low	Incident which has little or no significant impact on the business. Low impact & low urgency.	The behavior varies from user expectations, but normal business operations can continue.

The provision of a workaround or temporary fix will lower the Priority of an incident to reflect the residual impact.

Table 4 – Incident Response and Resolution Targets

Priority	Response Target	Resolution Target	Update Interval
P1 - Critical	1 Hour	See below*	1 Hour
P2 - High	2 Hours	1 Business Day	1 Business Day
P3 - Medium	4 Hours	10 Business Days	5 Business Days
P4 - Low	8 Hours	Mutually Agreed	Mutually Agreed

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

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

“Response Times” and Resolution Times” commence from the point in time accurate and complete information regarding the incident or interruption is correctly entered in Bentley’s Incident Tracking system.

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

“Business Day” for support of P2 though P4 incidents is defined as Monday through Friday inclusive excepting Public Holidays in the location where support is provided.

Bentley has designed the systems to meet the recovery time and point objectives described in Table 5 and shall use commercially reasonable efforts meet them in the event of a system failure.

Table 5 – System Disaster Recovery Objectives

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
8 Hours	1 Hour

Limitations

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

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

Service Termination and Subscriber's Data

Upon termination of the Service, Bentley will deactivate any remaining Subscriber accounts and upon written request provide an export of Subscriber's data in a standard, generally accepted electronic form within ten (10) business days, and places no restrictions on its use by the Subscriber. Unless otherwise requested, Bentley will delete all copies of Subscriber's data from its servers within two (2) weeks of being notified that the Subscriber has successfully read the files, or within four (4) weeks of the data being provided if no confirmation or associated Service Request is received.

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

