



CLOUD SERVICES SUBSCRIPTION

ORDER FORM

Welcome to the Cloud Services Subscription program (“CSS”). By signing below, City of Greenfield is confirming its intent to participate in the CSS program pursuant to this Order Form and the terms and conditions set forth in Exhibit CS of the SELECT Program Agreement. The capitalized words, terms or phrases in this Order Form shall have the meaning set forth in the SELECT Program Agreement.

- **SUBSCRIBER:** City of Greenfield
451 Meek Street
Greenfield, IN 46140
- **STATEMENT CONTACT NAME:** Charles Gill
- **STATEMENT CONTACT EMAIL:** cgill@greenfieldin.org
- **BENTLEY BILLING ENTITY:** Bentley Systems, Incorporated
685 Stockton Drive
Exton, PA 19341
- **SELECT PROGRAM AGREEMENT CLA #:**
- **CSS COMMITMENT START DATE:** March 1, 2019
- **INITIAL CSS PAYMENT:** USD 5000
- **CSS REPLENISHMENT:** Upon depletion of the CSS Balance, Bentley will issue a payment request for the minimum replenishment amount, which is 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 date at which the CSS Balance was depleted.

IN WITNESS WHEREOF, the Subscriber acknowledges and agrees to the terms set forth herein.

City of Greenfield	
Signature: _____	Title: _____
Name: _____	Date: _____

BENTLEY SELECT PROGRAM AGREEMENT
CLOUD SERVICES SUBSCRIPTION

EXHIBIT CS

DATED AS OF SEPTEMBER 2018

1. Overview.

At Subscriber's request and upon Bentley's approval, Subscriber and its authorized Affiliates may participate in the Cloud Services Subscription ("CSS") program, subject to the terms and conditions stated herein. To be eligible to participate, Subscriber must (i) be current on all outstanding invoices for amounts owed to Bentley, and (ii) have a current SELECT Program Agreement. 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 that 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.

2. Eligible Services.

Bentley services eligible for funding through the CSS program include Term Licenses, Visas & Passports, other Cloud Services, Success Plans, and Recurring Services¹, ("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.

3. Affiliate Participation.

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.

4. CSS Payments and Balances.

4.1 Initial CSS Payment.

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.

4.2 CSS Replenishment.

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.

4.3 CSS Payments.

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 ("Payment Request"). Payment terms shall be as set forth in Subscriber's SELECT Program Agreement. Thereafter, Bentley may issue additional payment requests in order to replenish the CSS Balance (as defined in section 4.2). In the event of a Payment Request delinquency, Bentley may in addition to exercising any rights provided in Section 7.02 of Exhibit B of the Agreement, 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:

- (a) To the extent that the technical measures referenced above in this Section 4.3 did not include cessation of access to Eligible CSS Services, such access shall cease upon termination;
- (b) Subscriber will be invoiced for the amount of Eligible CSS Services provided during such period; and
- (c) Bentley will apply any remaining CSS funds in accordance with Section 5.3 of this Exhibit.

4.4 CSS Statements.

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.

5. Term and Termination.

5.1 Term.

¹ Success Plans and Recurring Services will be designated as such in applicable proposals issued by Bentley to Subscriber.

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Subscriber's CSS subscription shall begin on the start date indicated on the Order Form and shall continue until either Bentley or Subscriber terminates the subscription with thirty (30) days prior written notice to the other party.

5.2 Termination.

Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate Subscriber's CSS program upon thirty (30) days prior written notice in the event Subscriber is in breach of the terms and conditions of the SELECT Program Agreement, unless Subscriber cures such breach within such thirty (30)-day period. Subscriber hereby acknowledges that this right to cure shall not be extended to any breach by Subscriber which by its nature cannot be cured within the aforementioned thirty (30)-day cure period.

5.3 Event of Termination.

In the event of a termination, expiration or non-renewal of Subscriber's CSS or the SELECT Program Agreement, Bentley shall apply any remaining CSS funds against Subscriber's unpaid invoices. Subsequently, Bentley shall return the balance of CSS funds, if any, to Subscriber within sixty (60) days of the date upon which

such termination, expiration or non-renewal became effective.

6. Miscellaneous.

6.1 Terms are Confidential.

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 Conflicts.

The terms herein must be read in conjunction with the other Exhibits to the SELECT Program Agreement, except that in the event of any inconsistency between the terms herein and any other Exhibit, the terms herein shall control with respect to Subscriber's participation in the CSS program.

6.3 Definitions.

Capitalized terms used in the CSS Order Form and this Exhibit shall have the meanings set forth herein or, if not otherwise defined herein, shall have the definitions set forth in the SELECT Program Agreement.