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## COUNTY ADDENDUM FOR BENTLEY SYSTEMS, INCORPORATED

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS COUNTY ADDENDUM FOR BENTLEY SYSTEMS, INCORPORATED** (hereinafter, “Addendum”) is made and entered into by and between **Williamson County, Texas** (hereinafter “County” or “Subscriber”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bentley Systems, Incorporated** (hereinafter “Service Provider” or “Bentley”), both of which are referred to herein as the parties. Subject to the changes herein, the Parties have accepted the Service Provider Agreement referenced in Section I.A below (“Agreement”), and the following changes shall be incorporated as if part of the Agreement:

### I.

**Incorporated Documents:** The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties with respect to the subject matter of each Offering Document referencing such modified Agreement and may not be modified or amended other than by a written instrument executed by both parties. Offering Documents are agreed to in accordance with the terms of the SELECT Agreement. Documents expressly incorporated include the following:

- A. Bentley’s SELECT Program Agreement at <https://www.bentley.com/legal/select-program-agreement/> (the “SELECT Agreement”); and
- B. This Addendum.

### II.

**Prompt Payment Act:** Payment for goods and services shall be governed by the SELECT Agreement. Section 8.7, Severability, of the General Terms of the SELECT Agreement shall apply to the extent of conflicts between the SELECT Agreement and Chapter 2251 of the Texas Government Code. Notwithstanding Section 2251.021 of such Code (which provides that an invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services), given the nature of the services to be provided under this Agreement, payment due dates shall be in accordance with the terms of the SELECT Agreement, including payment in advance where required by such terms, consistent with applicable published guidelines of the State of Texas Comptroller. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The

said rate in effect as of September 1, 2024 is equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### III.

**Tax Exemption:** The Parties acknowledge that the County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County represents it is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

### IV.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Nothing in this Section IV shall be read to limit or override Bentley’s rights and remedies available under applicable Texas law, including without limitation those provided by the Texas Tort Claims Act and Chapter 114 of the Texas Civil Practice and Remedies Code for breach of contract and exclusions to sovereign immunity.

### V.

**Right to Audit:** This Section V shall be enforced only to the extent required by applicable Texas law. Service Provider agrees that the County or its duly authorized representatives, up to one (1) time per year until the expiration of three (3) years after final payment under this Addendum, may request by written notice, access to and the right to examine and photocopy any and all specified books, documents, papers and records of Service Provider (collectively, “materials”) which are directly pertinent to the services performed under this Addendum for Subscriber, for the purposes of Subscriber making audits, examinations, excerpts, and transcriptions (collectively, “audits”). Audits shall be designed and carried out in a manner that is as narrow in scope and as minimally disruptive as possible to the normal business operation of Service Provider, and shall be conducted remotely unless otherwise required by applicable law. Audits shall exclude materials already in Service Provider’s possession, that are publicly available, or that were previously provided by Service Provider to Subscriber in the course of ordinary business, in connection with a prior audit, or otherwise. Where an on-premise audit is mandated by applicable law, Service Provider agrees that the County shall have access only during normal working hours and only to Service Provider facilities which the applicable law requires the County to have access to. The County’s written request shall give Service Provider at least ninety (90) days reasonable advance notice of intended audits. All materials provided or made available by Service Provider and audit reports and results are and shall remain Bentley Proprietary Information.

### VI.

**Texas Law Applicable:** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The state and federal courts in and for Williamson County, Texas shall be the exclusive venue for any dispute, controversy or claim between the parties arising under the Agreement.

### VII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

SIGNATURES TO FOLLOW

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_, 20\_\_\_\_

**BENTLEY SYSTEMS, INCORPORATED:**

BY: *Ken MacArthur*

\_\_\_\_\_  
Authorized Signature

Ken MacArthur, VP, Americas

\_\_\_\_\_  
Printed Name and Title

Date: 12/9/2024