## ONLINE TRIAL AGREEMENT

If BMC accepts this agreement ("**Agreement**"), it is an Agreement between the entity or individual entering into this agreement ("**User**") and BMC Software, Inc., a Delaware corporation located at 2103 CityWest Blvd., Houston, Texas 77042, USA, or its local licensing affiliate ("**BMC**"). If BMC accepts this Agreement, then this Agreement is effective on the date it is communicated to User. This Agreement applies to User's trial of the Product, regardless of whether such trial occurs as part of a "proof of concept" or "proof of value" process in which BMC participates or otherwise. This Agreement was last updated on January 20, 2026.

**Product**: The BMC software product and/or subscription service for which a temporary license and/or access right is being granted in accordance with terms of this Agreement.

**Technology**: The Product, solution, and/or demonstration environment being installed, accessed and/or used by User pursuant to the terms of this Agreement, and all related software, systems, platforms or networks.

**Documentation**: The technical publications relating to the Product, such as release notes, reference, user, installation, systems administrator and technical guidelines included with the Product.

1. **TRIAL LICENSE**. BMC grants User a worldwide, non-exclusive, non-transferable, temporary right to access and use the Technology by its Authorized Users up to the installed capacity as determined by BMC, for a 30 day time period, unless otherwise provided by BMC ("Trial Period"), only (a) to internally evaluate and determine whether to acquire a license to the Products for a fee, or (b) if User is an authorized BMC Partner or a Service Provider, to demonstrate to the prospective customer for the prospective customer's internal evaluation purposes. User may not access or use the Technology if it is a direct competitor of BMC, unless otherwise authorized by BMC to do so in writing. For purposes of this Agreement, "**Authorized Users**" are User's employees only, if User is an entity and not an individual.

2. **RESTRICTIONS ON USE**. User will not: (a) operate or use any Technology in any manner other than as set forth in the trial license above; (b) use the Technology to process production data, or for development, commercial, production, or database management purposes; (c) use the Technology with data or information that has not been backed up; (d) modify, copy or create derivative works based on the Product; (e) create Internet "links" to or reproduce any content forming part of the Product, other than for its own internal non-production business purposes; (f) use any components provided with the Technology separately from the Product; (g) attempt to gain unauthorized access to the Product or its related software, systems, platforms or networks; (h) modify, delete or remove any ownership, title, trademark, patent or copyright notices from any Product; (i) copy the Technology for any purposes, except to the extent expressly permitted by applicable law or treaty notwithstanding this limitation. User agrees not to claim or assert title to or ownership of the Technology, or modifications thereto; (j) disassemble, reverse engineer, decompile or otherwise attempt to derive any Product source code from object code or access it in order to copy any ideas, features, content, functions or graphics of the Product, except to the extent expressly permitted by applicable law despite this limitation without possibility of contractual waiver; (k) sell, distribute, rent, lease, sublicense, display, modify, time share, outsource or otherwise provide the Product to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data; (l) access the Product for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (m) release any results of performance tests related to Product to any third party without BMC's prior written consent; (n) attempt to disable or circumvent any of the licensing mechanisms within the Product or Technology; (o) interfere with or disrupt the integrity or performance of the Product; (p) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material via the Product; (q) send or store viruses or malicious code via the Product; (r) violate any other usage restrictions contained in the Documentation; or (s) make any representations to prospective customers which are not made by BMC in this Agreement. User is responsible for maintaining the confidentiality of any passwords assigned to User. User will immediately notify BMC if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. User will be responsible for any and all activities under User's account and/or using User passwords. User will (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Product, and notify BMC promptly of any such unauthorized access or use, and (ii) comply with all applicable laws in using the Product.

3. **OWNERSHIP.** All title and copyrights in and to the Technology are owned by BMC and/or its affiliates and licensors, and are protected by both United States copyright law and applicable international copyright treaties. User acknowledges that the Technology contain valuable trade secrets of BMC and/or its affiliates and licensors.

4. **NO WARRANTY AND LIMITATION OF LIABILITY. THE TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, INCLUDING WITHOUT LIMITATION NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. NEITHER BMC, NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS ARE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM ANY CAUSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE TECHNOLOGY OR THIS AGREEMENT. BMC'S, ITS AFFLIATES', SUPPLIERS' AND LICENSORS' LIABILITY FOR DIRECT DAMAGES RESULTING FROM THE USE OF THE TECHNOLOGY OR THIS AGREEMENT IS LIMITED TO US $500.**

5. **ACTIONS UPON EXPIRATION OF TRIAL PERIOD**. Upon termination of this Agreement or expiration of a Trial Period: (a) User will immediately cease using the Technology; (b) if User has installed the Product on its system, then User will delete it immediately; (c) if User is accessing the Product via an Internet-based demonstration site, BMC may disable User's access; (d) If User desires to acquire a paid-for license to access and use the Product, then User must acquire a license to use and access the Product under the then-current subscription service or software license terms, as applicable, with BMC or its appropriate subsidiary or affiliate; and (e) BMC may permanently delete all data input or imported into the Product during the trial period. At BMC's sole discretion, a new Trial Period may be activated upon request and approval by BMC. This agreement creates no obligation on the part of User to purchase a license to any Products or for BMC to provide such license to User. Further, this Agreement creates no obligation on the part of BMC to make any Internet-based demonstration site available to User.

6. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) BMC, its affiliates or licensors retain all right, title and interest to the Technology and all related intellectual property and proprietary rights. The Technology and all third party software provided with the Technology are protected by applicable copyright, trade secret, industrial and other intellectual property laws. User may not remove any product identification, copyright, trademark or other notice from the Technology. BMC reserves any rights not expressly granted to User in this Agreement. (b) "**Confidential Information**" means all proprietary or confidential information that is disclosed to the recipient ("**Recipient**") by the discloser ("**Discloser**"), and includes, among other things (i) any and all information relating Discloser financial information, customers, employees, pricing, products or services, including, without limitation, software code, BMC product vulnerabilities, flow charts, techniques, specifications, development and marketing plans, strategies, forecasts, and proposal related documents and responses; (ii) as to BMC, and its licensors, the Technology (excluding portions of the Documentation that BMC makes publicly available) and any third party software provided with the Technology; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to Recipient's employees and agents who have the need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement. (c) **Notification Obligation**. If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, seeking or cooperating with Discloser to seek an appropriate protective order or other reliable assurance that confidential treatment will be

accorded to the Confidential Information. Recipient agrees to destroy or return to Discloser all copies of Confidential Information promptly upon the expiration or termination of this Agreement.

7. **DATA PROTECTION**. The processing of personal data under this Agreement is governed by the Data Processing Agreement(s) referenced below, unless BMC already has signed Data Processing Agreement(s) with User for such BMC offerings; in which case, the signed version governs the processing of personal data. In the event there are no signed Data Processing Agreement(s), BMC and User agree that the Data Processing Agreement applicable on the date the Technology is made available to User, copies of which may be viewed at https://www.bmc.com/content/dam/bmc/corporate/bmcdpa.pdf and https://www.bmc.com/content/dam/bmc/corporate/bmcdpa-us.pdf, apply to Technology under this Agreement.

8. **EXPORT CONTROLS**. Both parties agree to comply with applicable export regulations, including but not limited to U.S. Export Administration Regulations and the OFAC embargoes and sanctions lists. More information on BMC's export compliance program may be found here: https://www.bmc.com/legal/export-compliance.html.

9. **GOVERNING LAW AND DISPUTE RESOLUTION**. Any controversy, dispute or claim arising out of or relating to this Agreement, or to the formation, interpretation, breach, termination, or validity thereof (each, a "**Controversy**") will be resolved as follows:

(i) **UNITED STATES**. If both parties to this Agreement are entities incorporated under the law of any state in the United States, the Controversy shall be tried in either state or federal court located in Houston, Texas and the laws of the State of Texas shall govern. Both parties hereby submit to the exclusive jurisdiction of the courts in Houston, Texas and waive all defenses based on forum non conveniens.

(ii) **EMEA**. If both parties to this Agreement are entities incorporated in countries in the Europe, Middle East, or Africa regions, the Controversy shall be tried in the District Court located in Amsterdam, the Netherlands and the substantive laws of the Netherlands shall govern. Both parties hereby submit to the exclusive jurisdiction of the District Court in Amsterdam, the Netherlands and waive all defenses based on forum non conveniens.

(iii) **ASIA PACIFIC**. If both parties to this Agreement are entities incorporated in countries in the Asia Pacific region, the arbitration shall be held in Singapore under the then-applicable rules of the Singapore International Arbitration Centre and the substantive laws of Singapore will govern.

(iv) **OTHER REGIONS**. In all other instances, the arbitration shall be held in New York City, New York, under the then-applicable international rules of the American Arbitration Association and the substantive laws of the State of Texas will govern.

For all arbitrations conducted hereunder: (a) the arbitration shall be conducted in English; (b) the relevant arbitral institution shall determine the number of arbitrators, but any Controversy in which the amount in dispute is greater than $10 million USD shall be decided by three arbitrators, with each party having the right to select one arbitrator; (c) the costs of such arbitration shall be borne equally, pending the arbitrator's award; (d) the arbitration award rendered shall be final and binding on the parties, shall not be subject to appeal to any court and shall be enforceable in any court having jurisdiction over the parties; (e) the arbitration proceedings, award and pleadings shall all be confidential, unless disclosure of particular information is required for purposes of enforcing/challenging the award or to meet local securities law requirements; and (f) the party prevailing in arbitration shall be entitled to recover its reasonable attorneys' fees and the necessary costs incurred in connection with the arbitration.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Nothing in this Agreement shall be deemed as preventing either party from seeking immediate injunctive relief from any court having jurisdiction over the parties and the subject matter of the dispute.

10. **U.S. GOVERNMENT END USER RIGHTS**. This Section applies only to acquisitions of the commercial Product and Documentation subject to this Agreement by or on behalf of the United States Government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, agreement or other activity with the United States Government. When Products are delivered or provided to the United States Government, the United States Government agrees that this commercial license Agreement and the Products governed by this Agreement are defined in accordance with and qualify as "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" as outlined in FAR 12.211, FAR 12.212 and DFARS 227.202-3, as

applicable. The terms and conditions of this Agreement shall pertain to the United States Government's use (including documentation or technical data), duplication, and disclosure of the Product, and shall supersede any conflicting contractual terms and conditions.

11. **AI TERMS OF USE.** Some Technology may include artificial intelligence and machine learning functionality ("**AI Offerings**"), as described in the AI Offering's Documentation. User acknowledges that AI Offerings are emerging technologies and that all AI tools may produce incorrect, biased, unfair, or inaccurate output relative to certain data, queries, or contexts. User is solely responsible for (a) its input into the AI Offerings ("**Input**"), including providing Input that does not violate the rights of any third party, (b) deciding whether to rely on output from the AI Offerings ("**Output**"), regardless of any recommendations provided therein, (c) any evaluation of Output (including through activities such as human review, human oversight and correction, code scanning, or security scanning, as appropriate) before using or relying on Output for any purpose, (d) ensuring that its use of Outputs avoids engaging in any activities that are unlawful, unethical or otherwise harmful (including any applicable responsibility to avoid improper discrimination) and (e) ensuring that its use of Outputs complies with all applicable laws, regulations, and standards. If the Technology provides User the ability to connect such Technology to a User-provided large language model ("**LLM**"), including via User-provided keys to such LLM, then as between BMC and User, User is solely responsible for its use of such LLM in connection with the Technology.

12. **MISCELLANEOUS TERMS**. This is the entire agreement of the parties, and it supersedes and replaces all prior and contemporaneous agreements and negotiations with respect to this subject matter. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. This Agreement may only be amended by a signed writing of the parties. Either party may terminate this Agreement at any time upon two weeks prior notice. User may not assign or transfer this Agreement without BMC's prior written consent. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise, or the exercise of any right, power or privilege under this Agreement. If any part of this Agreement is found to be invalid or unenforceable, that part will be modified to the extent necessary to eliminate its invalidity or unenforceability, and the remaining terms will be in full force and effect. The Products may contain third party software which is delivered to User as part of the Product and may not be taken out of the Product or used separately from the Product and for which additional terms may be included in the Documentation. The Product may contain hyperlinks to websites controlled by parties other than BMC. BMC is not responsible for and does not endorse the content or accept any responsibility for User's use of these websites. During the Trial Period and in compliance with all applicable laws and for internal purposes only, BMC may compile and use information related to User's use of BMC's Products or Technology, for the purposes of: (a) enhancing and improving BMC's Products or Technology, developing new Products and Technology, and for other development, diagnostic, statistical and corrective purposes; and (b) better informing the User of relevant Products. User should refer to the policies posted by other websites regarding data privacy and other topics before using them. Any additional documents presented to a BMC representative by User for signature as a condition for going on a User's site will be governed by this Agreement and to the extent that such document presents additional terms or conflicts with this Agreement, it shall be considered null and void. The parties have agreed that this Agreement and the documents related thereto be drawn up in the English language. Les parties exigent que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

**YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND INTEND TO BE BOUND, AS IF YOU HAD SIGNED THIS AGREEMENT IN WRITING. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT FOR SUCH ENTITY.**