CUSTOMER PROGRAM FEEDBACK AND NON-DISCLOSURE AGREEMENT

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, THE ENTITY OR INDIVIDUAL ENTERING INTO THIS AGREEMENT AGREES TO BE BOUND BY THE FOLLOWING TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU REJECT THIS AGREEMENT, YOU WILL NOT ACQUIRE ANY RIGHTS UNDER THIS AGREEMENT.

If BMC accepts this agreement ("**Agreement**"), it is an agreement between the entity or individual entering into this agreement ("**Customer**") 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 Customer.

This Agreement was last updated on June 5, 2026.

1. **SCOPE**. BMC has established a number of programs (collectively, "**Customer Programs**") in order to receive suggestions, enhancement requests, recommendations or other feedback relevant to the functionality, performance, features, and operation of BMC's products and services (together, "**Suggestions**") to help guide BMC with future developments. BMC and Customer (each a "**Party**" and together the "**Parties**") desire to disclose certain confidential information in connection with Customer Programs. For purposes of this Agreement, "**Participants**" means BMC, Customer, and other participants in the Customer Programs. As to any particular Proprietary Information (as defined below), the "**Discloser**" is the person or entity disclosing the Proprietary Information (including Customer, BMC, or a Participant), and the "**Recipient**" is the person or entity receiving the Proprietary Information.

2. **PROPRIETARY INFORMATION**. "**Proprietary Information**" means any confidential, proprietary or trade secret information concerning the Discloser's product roadmaps; technology; services; users; business practices, processes or policies; information relating to research and development, know-how, methodologies, ideas, concepts, and inventions; specifications; software (source and object code) and software features; BMC product vulnerabilities; market analyses; research strategies; suppliers; and projections and forecasts ("**Information**"); except to the extent to which Recipient can establish by legally-sufficient evidence the Discloser's Proprietary Information: (a) was rightfully in Recipient's possession without obligation of confidentiality before receipt from 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 any duty of confidentiality; (d) is or was independently developed by or for Recipient without use or reference to the Discloser's Proprietary Information; or (e) per written notification from the Discloser is no longer deemed to be confidential.

Subject to the foregoing exceptions, "**Proprietary Information**" also includes, Information belonging to third parties that Discloser has a right to disclose, provided that Recipient obligates itself to treat such third-party Information as confidential under these terms and conditions. Nothing disclosed under this Agreement is considered Proprietary Information unless (a) it is received in a tangible form and is marked "confidential" or "proprietary"; (b) is received in intangible form, including in oral form, and is identified as "confidential" or "proprietary" during the session at which it is disclosed; or (c) it is something by either the substance of which or the circumstances surrounding its disclosure would lead a reasonable person to believe it is confidential or proprietary.

3. **RESTRICTIONS ON USE AND NON-DISCLOSURE OF PROPRIETARY INFORMATION**. Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient may not: (a) directly or indirectly disclose, provide a copy of, or transfer Discloser's Proprietary Information to any person or entity other than Recipient's employees who (i) have a need to know the Discloser's Proprietary Information in connection with the Customer Program, (ii) have been advised regarding the Discloser's Proprietary Information's confidential status, and (iii) are subject to legally-binding obligations of confidentiality no less restrictive than those contained in this Agreement regarding the Discloser's Proprietary Information; (b) other than as expressly stated in this Agreement, use the Discloser's Proprietary Information for any purpose other than the one for which Discloser shared such Proprietary Information; or (c) if Proprietary Information consists of computer software disclosed in object code form, reverse engineer, reverse compile, disassemble, or take any other steps to derive a source code equivalent of such object code, or permit any other party to do the same. Recipient is at all times fully responsible to Discloser for the compliance by its employees with the terms and conditions of this Agreement.

4. **STANDARD OF CARE**. Recipient shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination, or copying of the Discloser's Proprietary Information as Recipient uses to protect its own confidential, proprietary or trade secret information of a like nature.

5. **OWNERSHIP; SUGGESTIONS**. Other than as stated in this Section 5, Recipient may not assert any claim of title or ownership to the Discloser's Proprietary Information or any portion thereof. Further, Customer hereby grants BMC has a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any Suggestions into any BMC products or services.

6. **DISCLOSURES REQUIRED BY LAW**. In the event Recipient becomes legally compelled to disclose the Discloser's Proprietary Information, Recipient shall provide Discloser with prompt prior written notice of such requirement so that Discloser may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms of this Agreement, Recipient agrees to furnish only that portion of the Discloser's Proprietary Information that Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such portion.

7. **CONFIDENTIALITY PERIOD**. Recipient's obligations under Sections 2 through 4 of this Agreement expire on the earlier of three years after (a) the dissolution by BMC of the Customer Program in which Customer participate; (b) the end of Customer's participation

to a Customer Program, as evidenced by Customer providing written notice to BMC; or (c) the Parties' entry into a separate, subsequent agreement that contains confidentiality and non-disclosure provisions which supersede this Agreement as to the Discloser's Proprietary Information; however, Recipient's obligations with respect to the Discloser's Proprietary Information made up of software or other computer technology, whether in source or object code form, never expire.

8. **NO LIABILTY**. Discloser makes no representations or warranties, express or implied, as to the quality, accuracy, or completeness of Discloser's Proprietary Information disclosed hereunder, and neither Discloser nor its representatives have any liability whatsoever with respect to the use of or reliance upon the Discloser's Proprietary Information by Recipient.

9. **DISPOSAL OF PROPRIETARY INFORMATION**. Recipient agrees to destroy or return to Discloser all copies of Discloser's Proprietary Information promptly upon the earlier of (a) Discloser's request at any time or (b) expiration of the applicable confidentiality period established in Section 7 of this Agreement.

10. **DATA PROTECTION**. The processing of personal data submitted by Customer to BMC under the Prerelease Attachment is governed by the Data Processing Agreement referenced below, unless BMC already has a signed Data Processing Agreement with Customer for such BMC offerings; in which case, the signed version governs the processing of personal data. In the event there is no signed Data Processing Agreement, BMC and Customer agree that the Data Processing Agreement applicable to this Agreement may be viewed at https://www.bmc.com/content/dam/bmc/corporate/bmcdpa.pdf. Notwithstanding the foregoing, the Parties may share contact details such as name, mail address, email address, telephone numbers, etc., in connection with the Customer Program ("**Contact Details**"). The Parties acknowledge that each party shall comply with its obligations as a data controller under applicable data protection laws and its relevant privacy policy with respect to such Contact Details.

11. **REMEDIES**. The Parties acknowledge and agree that a breach of this Agreement by either Party may cause irreparable injury to the other's business as a result of any such violation, for which the remedies at law may be inadequate, and that Discloser is therefore entitled to seek, in addition to any other remedies available to it, a temporary restraining order and injunctive relief against Recipient.

12. **FUTURE RELEASES**. All of the future product plans and releases described in connection with the Customer Programs relate to BMC's current product development considerations, which are at the sole discretion of BMC and are subject to change and/or cancellation at any time. BMC cannot and does not provide any assurance as to whether these plans will result in any future releases of the nature described. These future product plans should not be viewed as commitments on BMC's part and thus should not be relied upon in customer purchase decisions.

13. **MISCELLANEOUS**. The parties acknowledge they have read this Agreement and agree that it is the complete and exclusive statement of the agreement and supersedes any prior or contemporaneous negotiations or agreements between the parties relating to the subject matter of this Agreement. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. No failure, delay, single or partial exercise of any right under this Agreement by either Party is a waiver of such right. This Agreement may be modified or waived only by a separate writing by the Parties expressly so modifying or waiving any provision of this Agreement. Neither the provision of Proprietary Information pursuant to this Agreement nor the execution of this Agreement binds or obligates either Party to a proposed business relationship, nor is either Party bound or obligated to any such relationship with the other Party until the Parties execute a binding written agreement specifically describing such relationship. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions are legal, valid and enforceable. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. Either Party may terminate this Agreement at any time by giving 30 days written notice to the other Party of such termination in which event Customer's membership to and participation in the Customer Programs shall also terminate. Customer may not assign or transfer this Agreement without BMC's prior written consent. Any additional documents presented to a BMC representative by Customer for signature as a condition for going on a Customer'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.

14. **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:

a. **The Americas**. If both parties to this Agreement are entities organized under the law of any jurisdiction in the Americas, 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.

b. **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.

c. **Asia Pacific**. If both parties to this Agreement are entities incorporated in countries in the Asia Pacific region, the Controversy shall be tried in the courts located in Singapore and the substantive laws of the Singapore shall govern. Both parties hereby submit to the exclusive jurisdiction of the courts of Singapore and waive all defenses based on forum non conveniens.

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.

15. **PRE-RELEASE CODE**. If BMC provides Customer with any beta, alpha, or other preliminary version of BMC software product and/or subscription service ("**Pre-Release Code**") in the course of a Customer Program, the terms of Attachment A to this Agreement will govern Customer's use of such Pre-Release Code.

Attachment A Prerelease

Attachment

The Prerelease Code is still under development and testing.

BMC has not made any Prerelease Code generally available as a formal BMC software product to its customers.

Customer should not place any Prerelease Code into a production environment.

Prerelease Code: The BMC beta, alpha, or other preliminary version of the software product and/or subscription service for which a temporary license and/or access right is being granted in accordance with terms of this Attachment.

Technology: The Prerelease Code, solution, and/or demonstration environment being installed, accessed and/or used by Customer pursuant to the terms of this Attachment, and all related software, systems, platforms or networks.

1. **PRE-RELEASE ACCESS RIGHTS**. Subject to the terms of this Attachment, BMC grants Customer, from time to time and effective upon each delivery of Technology, a non-exclusive, non-transferable, temporary right to access and use the Technology delivered to Customer by BMC, in accordance with all the terms of this Attachment, solely for the purpose of performing internal testing of the Technology. Customer may not access or use the Technology if it is a direct competitor of BMC, except with BMC's prior written consent.

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

3. **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 ATTACHMENT. BMC'S, ITS AFFILIATES', SUPPLIERS' AND LICENSORS' LIABLITY FOR DIRECT DAMAGES RESULTING FROM THE USE OF THE TECHNOLOGY OR THIS ATTACHMENT IS LIMITED TO USD $500.**

4. **TERMINATION**. The rights granted in Section 1 of this Attachment terminate on the earlier of (i) 90 days after Customer's receipt of the Technology, or (ii) immediately upon BMC's notice to Customer of its termination for convenience. Upon such termination: (a) Customer will immediately cease using the Technology; (b) if Customer has installed the Prerelease Code on its system, then Customer will delete it immediately; (c) if Customer is accessing the Prerelease Code via an Internet-based demonstration site, BMC may disable Customer's access; and (d) BMC may permanently delete all data input or imported into the Prerelease Code during the trial period. If a generally available product ("**GA Product**") is announced that replaces Prerelease Code and Customer desires to acquire the rights to use that GA Product, Customer must purchase such rights for such GA Product under the then-current terms with BMC or its appropriate subsidiary or affiliate.

5. **U.S. GOVERNMENT END USER RIGHTS**. This Section applies only to acquisitions of the Technology subject to this Attachment 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 Technology is delivered or provided to the United States Government, the United States Government agrees that this commercial license agreement and the Technology governed by this Attachment 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 Attachment shall pertain to the United States Government's use (including documentation or technical data), duplication, and disclosure of the Technology, and shall supersede any conflicting contractual terms and conditions.

6. **NO GUARANTEE AS TO NEW VERSIONS**. Customer acknowledges and agrees that BMC is under no obligation to provide any maintenance releases, updates or new versions of the Technology. BMC does not guarantee that the Prerelease Code will become a GA Product. If a GA Product is announced replacing the Prelease Code, BMC does not guarantee that the GA Product will be similar in functionality to the comparable Prerelease Code. This Attachment creates no obligation on behalf of Customer to purchase a license or access rights to any GA Product, or for BMC to provide any GA Product to Customer.

7. **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.

8. **MISCELLANEOUS TERMS**. The Prerelease Code may contain third party software which is delivered to Customer as part of the Prerelease Code and may not be taken out of the Prerelease Code or used separately from the Prerelease Code and for which additional terms may be included in the Documentation. The Prerelease Code 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 Customer's use of these websites. Customer should refer to the policies posted by other websites regarding data privacy and other topics before using them. 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 list.