

US Federal Rider/Amendment to the BMC Cloud Services Master Agreement

This US Federal Rider/Amendment (the "**Amendment**") is made to the BMC Cloud Services Master Agreement (the "**Agreement**") is effective as of the date that it is fully executed ("**Effective Date**") and is between BMC Software, Inc. ("**BMC**"), and the U.S. General Services Administration ("**GSA**").

This Amendment agreed to by both parties, applies to GSA and any agency or organization ("**Ordering Activity**") that places an order for a BMC Subscription Services, BMC Platform Services, BMC Consulting Services and BMC On Premise Subscription Services, Learning Pass Credits and Education Services ("**BMC Offerings**") under a GSA Schedule (the "**GSA Contract**"). This Amendment together with the Agreement for the applicable BMC Offerings governs the Ordering Activity's access and use of the Subscription Services, access to the BMC Platform Service, rendering of Ordering Activity Consulting Services, or access and use of the On Premise Subscription, Learning Pass Credits and Education Services or any combination thereof of such BMC Offering under an order (the "**Use Rights**"). The Education Program Guide for Learning Pass Credits and Education Services in the Agreement is also governed by this Amendment. This Amendment only applies to the Agreement for those BMC Offerings sold under the GSA Contract by an authorized BMC Reseller under the GSA Contract. Unless expressly stated to the contrary herein, all capitalized terms in this Amendment shall have the meaning ascribed to them in the applicable Agreement for the applicable BMC Offering.

Pursuant to Section 12.212 of the Federal Acquisition Regulations ("FAR"). BMC and GSA agree that the modifications to the Agreement are appropriate to ensure compliance with federal laws and to meet the U.S. Government's needs. Accordingly, the Agreement is hereby modified by this Amendment as it pertains to Use Rights of the BMC Offering's by any Ordering Activity pursuant to a task order placed under the GSA Contract.

This Amendment only applies to Ordering Activities of the U.S. Government (including agencies and departments from the Executive Branch, the Congress, or the Military) and independent federal agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Amendment shall not apply to prime contractors, state/local government entities, or other entities authorized to make purchases under the GSA Contract. In addition, this Amendment shall apply to the Ordering Activity itself, shall only apply to the Use Rights of the BMC Offering for official government business only on behalf of the Ordering Activity, and shall not apply to any individual who utilizes the BMC Offering for his or her personal use or for a use.

Use Rights shall be in accordance with the Agreement, unless an Ordering Activity determines that it requires different terms of use and BMC agrees in writing to such terms in a valid task order placed pursuant to the GSA Contract.

1. Scope: Any provisions restricting additions or modifications to the Agreement are hereby superseded by this Amendment to the extent they would preclude this Amendment or any valid task orders placed under the GSA Contract. To the extent the Agreement conflicts with this Amendment or any relevant task orders, the conflict should be resolved according to the following order of precedence: (1) the task order/schedule of supplies/services, (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements-Unenforceable Clauses paragraphs of FAR Deviation, (3) the GSA Contract, (4) this Amendment and any other amendment that BMC and the Ordering Activity may separately enter into to vary the terms of the Agreement to accommodate unique BMC Offerings and/or license terms under a Task Order, (5) solicitation provisions if this is a solicitation, (6) other paraphs of FAR 52.212-4, (6) standard form 1449, (7) the Agreement, and (8) this specification. This Amendment may only be modified upon written consent of both parties.

2. Contacting Authority: Pursuant to FAR 1.601(a) and 43.102, all provisions in the Agreement which would allow any individual, except for an authorized contracting officer, to bind the U.S. Government to the terms of the Agreement or any modifications thereto are hereby deleted. Such provisions include the ability of the software manufacture to unilaterally modify the terms of the Agreement and any requirement to accept terms by means of use, download, or click-through agreements. Notwithstanding the foregoing, GSA and Ordering Activity expressly agree that when an authorized contracting officer of the Ordering Activity places a task order for the BMC Software pursuant to the GSA Contract, all terms of the Agreement in the effect at the time the product was added to the GSA Contract shall be legally binding on Ordering Activity and shall be given full and legal effect. In the event that Ordering Activity receives BMC Software through a task order that is not authorized by the Ordering Activity's authorized contracting officer or Ordering Activity fails to acknowledge that the Agreement is binding on Ordering Activity, Ordering Activity shall not be deemed to have any license to the BMC Software or BMC Offerings and BMC reserves all rights, remedies, and enforcement actions and venues available to BMC under state and federal law, including but not

limited to all intellectual property laws without regard to the Dispute Resolution Process or Governing Law provisions of this Amendment.

3. Remedies: Pursuant to 28 U.S.C. § 1498, any provisions of the Agreement providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement are hereby deleted (subject to the third sentence of this Section 3). Any provisions of the Agreement which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, including any provisions requiring the U.S. Government to agree that an injunction is appropriate in the event of a breach of the Agreement (subject to the third sentence of this Section 3). Notwithstanding the foregoing, any Agreement clause providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement or any other breach of the Agreement shall continue to apply if an equitable remedy is available under United States Federal Law. If the Ordering Activity breaches one of the following (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, In the event of a Breach by either Party, any termination procedures will be in accordance with the FAR.

4. Payments and Deliveries: Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any future costs or fees under the Agreement or this Amendment. Any provisions of the Agreement obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriations, are hereby deleted unless imposed after following the Dispute Resolutions Procedures identified hereunder. Any provisions of the Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

5. Public Access to Information: BMC agrees that the Agreement and this Amendment contain no confidential or proprietary information and acknowledges the Agreement and this Amendment will be available to the public, provided however, that GSA and BMC agree that other items identified in the Agreement (such as, without limitation, source code and other technical data) provided to the Ordering Activity is confidential and proprietary information and shall not be disclosed.

6. Advertisements and Endorsements: Any provisions allowing BMC to use the name or logo of GSA or any Ordering Activity to advertise or to imply an endorsement of BMC's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo any U.S. Government entity is prohibited.

7. DISCLAIMER OF DAMAGES; LIMITS ON LIABILITY: Any limitation of liability in the Agreement is hereby deleted and the following provisions shall apply:

Neither BMC nor an Ordering Activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither BMC or an Ordering Activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

Dispute Resolution and Venue: Any provisions in the Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the Agreement are hereby deleted. Any disputes relating to the Agreement and to this Amendment shall be resolved in accordance with FAR and the Contract Disputes Act 41 U.S.C. §§ 7101-7109, GSA and Ordering Activity expressly acknowledge that BMC shall have standing to bring such claim under the Contract Disputes Act.

8. Termination: Termination of the Agreement and this Amendment shall be governed by the FAR and the Contracts Disputes Act, 41 U.S.C. §§ 7101-7109, and any provisions of the Agreement relating to termination are hereby deleted, including any provision permitting BMC to unilaterally terminate the Agreement subject the following exceptions:

- a. BMC is entitled to cancel or terminate the Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolution processed in Section 7 above or if such remedy is otherwise available to BMC under United States federal law.

9. Audit: Any provision in the Agreement permitting BMC to audit, inspect, or monitor use of the software for compliance with the Agreement shall be binding on Ordering Activity but is contingent upon reasonable notice to the Ordering Activity and adherence to reasonable security measures the Ordering Activity deems reasonably appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities if clearances are required.

10. Taxes: Taxes in this Agreement and Addendum are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties. Any provisions in the Agreement referring to Taxes is hereby deleted.

11. US Federal Acquisitions. When Subscription Services are delivered or provided to the United States Government, the United States Government agrees that this commercial license Agreement and the Subscription Services 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 227.7202-3, 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 Subscription Services, and shall supersede any conflicting contractual terms and conditions

12. Governing Law: The Agreement and this Amendment shall be governed by the applicable United States federal law, unless there is no applicable United States federal law which would apply, in which case the laws of the State of Texas shall be considered. If the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to the Agreement or Amendment. Any provisions in the Agreement stating that the Agreement shall only be governed by the law of any particular U.S. State or U.S. Territory or district, or foreign nation, is hereby deleted.

EXHIBIT A

Terms and Conditions of Continuous Support

Support Service Levels

Last updated August 8, 2018

Each of BMC's support offerings includes the following, if and when available:

In accordance with the policies set forth below, BMC provides bug fixes, patches or workarounds in order to cause the Product to operate in substantial conformity with its then-current operating documentation, and

BMC provides new releases or versions, to the extent they are furnished to all other enrolled Support customers without additional charge.

BMC provides Support via Web, Email and Phone.

Initial Response goals are relative to the impact of the reported problem on the customer environment. The BMC definitions for Impact (Severity) levels 1-4 can be found here.

Note: All of BMC's Support Offerings are subject to change without notice, and that not all support offerings are available for all BMC products.

Offering	Hours of Operation ⁽¹⁾	Initial Response Goals	Available with the Purchase of ⁽²⁾ :
BMC Continuous Support ⁽²⁾	24 hours x 7 days <i>(for S1)</i> <i>(Includes published holidays)</i> Local Business Hours <i>(for S2 - S4)</i> 7am-7pm, M-F <i>(Excludes published holidays)</i>	S1 = 1 Clock Hour S2 = 4 Business Hours S3 = 8 Business Hours S4 = 12 Business Hours	Service Management products System Management products BSM Solution Packs (Enterprise Systems Management) Control-M&D Mainframe Data Management BMC Middleware Management MainView BMC SecOps Services
BMC Premier	24 hours x 7 days	S1 = 1 Clock	Service Management products

Offering	Hours of Operation ⁽¹⁾	Initial Response Goals	Available with the Purchase of ⁽²⁾ :
Support Managed	<p><i>(for S1)</i> <i>(Includes published holidays)</i> Local Business Hours <i>(for S2 - S4)</i> 7am-7pm, M-F <i>(Excludes published holidays)</i></p>	<p>Hour S2 = 4 Business Hours S3 = 8 Business Hours S4 = 12 Business Hours</p>	System Management products BSM Solution Packs (Enterprise Systems Management)
BMC Premier Support Advanced	<p>24 hours x 7 days <i>(for S1)</i> <i>(Includes published holidays)</i> Local Business Hours <i>(for S2 - S4)</i> 7am-7pm, M-F <i>(Excludes published holidays)</i></p>	<p>S1 = 1 Clock Hour S2 = 1 Business Hours S3 = 1 Business Hours S4 = 1 Business Hours</p>	Service Management products System Management products BSM Solution Packs (Enterprise Systems Management)
BMC SaaS Support	<p>24 hours x 7 days <i>(for S1)</i> <i>(Includes published holidays)</i> Local Business Hours <i>(for S2 - S4)</i> 7am-7pm, M-F <i>(Excludes published holidays)</i></p>	<p>S1 = 15 Clock Minutes S2 = 30 Business Minutes S3 = 4 Business Hours S4 = 16 Business Hours</p>	<p>All Helix Services BMC Analytics OnDemand BMC AppZone OnDemand BMC HR Case Management OnDemand BMC Client Management OnDemand BMC Digital Workplace (formerly MyIT) Basic/Advanced OnDemand BMC Remedy OnDemand BMC Virtual Agent OnDemand</p>
BMC Remedyforce Service Desk	<p>24 hours x 7 days <i>(for S1)</i> <i>(Includes published holidays)</i></p>	<p>S1 = 1 Clock Hour S2 = 2 Business Hours</p>	BMC Remedyforce Service Desk

Offering	Hours of Operation ⁽¹⁾	Initial Response Goals	Available with the Purchase of ⁽²⁾ :
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Support	<i>holidays)</i> Local Business Hours <i>(for S2 - S4)</i> 7am-7pm, M-F <i>(Excludes published holidays)</i>	Hours S3 = 4 Business Hours S4 = 16 Business Hours	
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(1) Hours of operation represent typical business hours and days in the United States. Hours and days may vary in countries other than the United States. Refer to the Contact Support page for the business hours of your local or nearest BMC Support contact center.

- Local Office Hours are Monday - Friday, from 9am - 5pm for the time zone applicable to the location listed in the Customer contract only.

- US Local Business Hours for Mainframe System Management products are Monday - Friday, 7am - 7pm US Central Time. Local Business Hours for all other countries are based on the office hours of the BMC office nearest your Location.

- Local Business Hours for all other System and Service Management products are Monday - Friday, 7am - 7pm for the time zone applicable to the location listed in the Customer contract only.

(2) The System Management products and some Service Management products require a minimum of BMC Continuous Support due to the critical nature of the application. BMC Continuous Support is the only offering applicable for Mainframe System Management solutions.

Discontinued Support Offerings (not available for new purchases)

Offering	Hours of Operation ⁽¹⁾	Initial Response Goals	Available with the Purchase of:
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BMC Basic Support	Local Office Hours 8 hours x 5 days 9am- 5pm, M-F <i>(Excludes published holidays)</i>	S1 = 4 Office Hours S2 = 8 Office Hours S3 = 12 Office Hours S4 = 24 Office	<i>This Support offering is not available for new license purchases</i>
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Offering	Hours of Operation ⁽¹⁾	Initial Response Goals	Available with the Purchase of:
BMC Fast-Track Support	Local Business Hours 12 hours x 5 days 7am-7pm, M-F (Excludes published holidays)	Hours S1 = 1 Business Hour S2 = 4 Business Hours S3 = 8 Business Hours S4 = 12 Business Hours	<i>This Support offering is not available for new license purchases</i>

(1) Hours of operation represent typical business hours and days in the United States. Hours and days may vary in countries other than the United States. Refer to the Contact Support page for the business hours of your local or nearest BMC Support contact center.

- Local Office Hours are Monday - Friday, from 9am - 5pm for the time zone applicable to the location listed in the Customer contract only.
- US Local Business Hours for Mainframe System Management products are Monday - Friday, 7am - 7pm US Central Time. Local Business Hours for all other countries are based on the office hours of the BMC office nearest your Location.
- Local Business Hours for all other System and Service Management products are Monday - Friday, 7am - 7pm for the time zone applicable to the location listed in the Customer contract only.

BMC Support Customer Impact Definitions

Impact Level	Customer Impact Criteria
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- Critical Service Impact**
- 1 Issue critically affects the primary business service, major application, or mission critical system. Customer resources should be available and willing to work on a 24x7 basis with BMC to resolve the issue. Characteristics of a Severity 1 issue include:

**Impact
Level**

Customer Impact Criteria

Business service is not operational
Production system crashes
Data integrity at risk
Production backup and recovery operations fail.

Significant Service or Implementation Impact

- 2** The business service, major application, or system is seriously affected or implementation stopped. No acceptable workaround is available.

Moderate Service Impact

- 3** The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.

No Service Impact

- 4** Non-critical issues, general questions, enhancement requests, or documentation cases

Product Support Policy has been updated effective September 7, 2018.

Product technical support is provided to customers currently enrolled in support, based on the terms and conditions of the customer's license agreement with BMC and BMC's current support terms and policies. All Support terms and policies not covered on this page can be located here.

If you are currently enrolled in support, you can contact BMC via phone, email, and web during all product technical support stages. Extended support options may be available for some products for an additional annual support cost. Contact your BMC account representative for assistance.

For current support status and product information, sign up for Proactive Alerts and visit the Supported Product A-Z pages. (Proactive Alert email messages and the associated documentation are provided in English only).

For a product to be eligible for Support, all its Licensed Capacity needs to be enrolled.

This topic includes the following sections to help you learn more about the support policy:

- Release numbering
- Support for Enterprise Products: This is Support for products that do not run in a mainframe environment and products that are in the Control-M and Control-D products family. “Enterprise Products” do not include products in the BMC MainView product family.
- Support for Mainframe Products: This is Support for BMC products that run in a mainframe environment and products in the MainView product family. Such Products are referred to in this document as the “Mainframe Products”. Mainframe Products do not include Control-M or Control-D.
- Extension of Support Periods
- Product End of Life
- Third-Party Products
- Upgrading
- Multi-Language Support
- Additional Information

Release numbering

BMC uses a three-place numbering scheme to designate released versions of its products. The formats are:

- *VV.RR.SP*
VV=major version, RR=minor release, and SP=service pack
- *VV.RR.MM*
VV=major version, RR=minor release, and MM=maintenance level
- *YY.YY.RR*
YY.YY= 4-digit year, RR=release

Support for Enterprise Products

BMC has the following version levels for its Enterprise Products:

Level	Description
1st level - Version	A major deliverable (VV or YY.YY) that is fully functional and can be installed on the targeted platform through a standard installation program. Indicates a major architectural or structural change, new major product capabilities, or possible

Level	Description
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incompatibility with prior version or significant migration requirements.

**2nd level -
Release**

A minor deliverable (RR) that is a revision release that maintains compatibility with its major version. Indicates the availability of functional enhancements, new capabilities, and is an overlay/upgrade installation.

**3rd level -
Service
Pack**

A cumulative maintenance deliverable (service pack) that resolves a specific set of defects or releases new features to improve the quality, usability, and performance of the product.

Service packs are typically released 1 to 3 times per year, and they are fully supported for *at least* 12 months after their GA date.

Installing service packs is highly recommended to improve product performance and stability.

A deliverable for cumulative critical fixes that cannot wait for a major, minor, or service pack release. Patches are applicable to products designated as Full or Limited support only. GA patches will be included in future releases of the product.

GA Patch

The most recent GA patch is fully supported.

Customer Support may direct customers to upgrade to a more current version, release, or service pack of the product.

BMC provides at least 5 years* of product technical support from the Version.Release (VV.RR) general availability (GA) date in three technical support stages for its Enterprise Products as defined in the following table, subject to the Product End of Life Policy below:

Support type	Description
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Support type	Description
Full Support	<p>BMC provides full support for at least 3 years from the (GA) date of the VV.RR.</p> <p>BMC provides service packs, patches, hot fixes, or workarounds to enable the product to operate in substantial conformity with its then-current operating documentation.</p> <p>Following the Full Support period, BMC provides at least 2 years of Limited Support for the VV.RR.</p> <p>New enhancements will not be made to the version or release.</p>
Limited Support	<p>Customer Support will direct customers to existing fixes, patches, or workarounds applicable to the reported case.</p> <p>BMC will develop new hot fixes for problems of high technical impact or business exposure for customers. With customer input, BMC will determine the degree of impact and exposure and the consequent activities.</p> <p>Customer Support will direct customers to upgrade to a more current version, release, or service pack of the product.</p> <p>Research and Development will be engaged on critical cases only and on a limited basis for problem identification.</p> <p>Access to most technical documentation through BMC Support Central portal, Knowledge Base search, known resolutions and workarounds, existing patches and Service Packs, and BMC support communities will remain available where applicable.</p>
End of Version Support	<p>No new sustaining maintenance releases, enhancements, patches, or hot fixes will be made to a version or release in "End of Version" status.</p> <p>Customer Support will direct customers to upgrade to a more current version, release, or service pack of the product.</p> <p>If a customer would like advice on upgrading its product or has questions about the</p>

Support type

Description

status of a product's support status, please contact Customer Support during business hours Monday through Friday.

** Exceptions to extend or reduce product support will be announced via the BMC Support Central web site, Proactive Alerts and Release Notes for the affected products. BMC always provides at least Limited Support for a VV.RR for a period of at least 24 months from the date on which such VV.RR became GA.*

This table shows an *example* of the 5-year lifecycle of a VV.RR release, and dates the support status would change:

Release GA	Full Support	Limited Support	End of Version Support
VV.RR – 2.0.00, Jan 12, 2011	Jan 12, 2014	Jan 12, 2016	Jan 13, 2016
.SP – 2.0.05, April 7, 2011	April 7, 2012	April 7, 2013	Jan 13, 2016
.SP – 2.0.06, Feb 9, 2012	Jan 12, 2014	Jan 12, 2016	Jan 13, 2016

Support for Mainframe Products

The policy for the Mainframe Products refers only to the VV.RR portion of the release numbering (with the MM portion not being a factor). When referring to general product versions and releases, the maintenance level (MM) is often omitted, but it is implicitly included.

This policy uses these terms to refer to release relationships:

- **Current release** – The most recently available version and release of a Mainframe Product.
- **C-1** – The version and release immediately preceding the current release.
- **C-2** – The version and release immediately preceding the C-1 release.

BMC provides support for the Mainframe Products as defined in the following table, subject to the Product End of Life Policy below

Support

Description

type

**Full
Support**

BMC provides support for the current version and release of all its products as well as one release preceding the current version (C-1).

BMC provides service packs, patches, hot fixes, or workarounds to enable the product to operate in substantial conformity with its then-current operating documentation.

Following the Full Support period, BMC provides support for the C-2 release for at least 1 year (but usually 2 years) after the current release has been made available.

New enhancements will not be made to the version or release.

Customer Support will direct customers to existing fixes, patches, or workarounds applicable to the reported case.

**Limited
Support**

BMC will develop new hot fixes for problems of high technical impact or business exposure for customers. With customer input, BMC will determine the degree of impact and exposure and the consequent activities.

Customer Support will direct customers to upgrade to a more current version, release, or service pack of the product.

Research and Development will be engaged on critical cases only and on a limited basis for problem identification.

Access to most technical documentation through BMC Support Central portal, Knowledge Base search, known resolutions and workarounds, existing patches and Service Packs, and BMC support communities will remain available where applicable.

**End of
Version
Support**

No new sustaining maintenance releases, enhancements, patches, or hot fixes will be made to a version or release in "End of Version" status.

Customer Support will direct customers to upgrade to a more current version, release, or service pack of the product.

If a customer would like advice on upgrading its product or has questions about the status

of a product's support status, please contact Customer Support during business hours
Monday through Friday.

Example of this support policy

Using four version/releases of a product (3.0, 2.9, 2.8 and 2.7), the following support policies would apply:

When 3.0 becomes "generally available" (GA):

- 3.0 and 2.9 are covered under Full Support.
- 2.8 is covered under Limited Support for at least 12 months.
- 2.7 is no longer supported.

You can submit enhancement requests at any time, but they will be considered only for future releases of the product.

Note: While product release cycles vary, most versions and releases are supported for 4 to 6 years. Here is a common example: the initial release has full support for 2 years, the C-1 version has full support for 2 years, and the C-2 version has limited support for 2 years. No version or release will be supported for less than 24 months.

Extension of Support Periods

In some cases, BMC may extend its support of certain product lines beyond the dates specified in this document. Announcements to this effect are made through the BMC Support Central web site and the Proactive Alert service via the Release Notes of the affected products.

Product End of Life

- At any time BMC may "end of life" a product by terminating support for such product.
- At least 12 months prior to the termination of support, BMC will post a notification to the BMC Support Central web site and send physical or electronic notice to each customer who is enrolled in such support to the customer address on file.
- During the timeframe between when "end of life" notification is posted to the BMC Support Central web site and the actual termination of support, the product will be supported as follows:
 - New enhancements will not be made to the product.
 - No enhancements will be made to the product to support new or updated versions of the platforms on which the product runs or to which it connects. BMC Customer Support will direct customers to existing fixes, patches, or workarounds applicable to the reported case.
 - BMC Software will develop new hot fixes for problems of high technical impact or business exposure for customers. With customer input, BMC will determine the degree of impact and exposure and the consequent activities.

- Research and Development will be engaged on critical cases only and on a limited basis for problem identification.

Third-Party Products

To receive full support for a BMC product, you must have such product installed in a supported environment, as specified in the BMC product documentation. If a third-party vendor cancels support for one of its products (such as an operating system or subsystem), and that third-party product integrates or interacts with the BMC product you have licensed, you must upgrade to a supported version of that third-party product before BMC Customer Support can provide you with support for the affected BMC product.

Upgrading

When you are ready to upgrade, you can download the latest version from BMC's Electronic Product Distribution (EPD) site. To access this site, you must be currently enrolled in support for that product.

Multi-Language Support

English is the only language BMC contractually commits to providing. However, to enhance our follow-the-sun support model and better serve our customers, BMC Software has contact centers worldwide that have multiple language capabilities. Local offices can provide support in the prevailing local languages, but BMC's priority is to get the most knowledgeable person to handle your case. In addition to English, BMC can offer a "first point of contact" local language service for the following languages:

Americas:

- English
- Spanish (LATAM)
- Portuguese (LATAM)

EMEA:

- French
- German
- Spanish
- Italian
- Portuguese

AP:

- Chinese
- Japanese
- Korean

The first point of contact service is hosted by BMC's contact centers and the language offerings are only available during local business hours. Following the initial communication between the customer and our customer support center, BMC will endeavor to distribute the support issue to a local specialist. However, BMC cannot guarantee local language support from our product specialists. Translation services are available on an exception basis.

Additional Information

For additional information regarding the availability and support periods of certain product lines, contact your local BMC representative. Support terms and policies not covered on this page can be located [here](#).

Support Privacy Policy

In the course of providing its Support Services, BMC collects and processes personal information related to its Customers.

BMC places a high priority on protecting personal data in accordance with its Controller and Processor Data Protection Binding Corporate Rules Policy, to be found at www.bmc.com (the “BCR Policy”) and which has been approved by the European data protection authorities.

The BCR Policy requires all BMC entities, employees and third-party processors to comply with and respect the BCR Policy which is governing the collection, use, access, storage and transfer of personal data among BMC entities and third-party sub-processors worldwide.

BMC is committed to complying with applicable data protection regulations, including the EU General Data Protection Regulation 2016/679 (“GDPR”).

1. Customer Contact Information

BMC collects and processes contact and related information (“Customer Contact Information”).

BMC: (i) allows its Customers to access, modify, correct or erase Customer Contact Information when necessary; (ii) takes reasonable technical and organizational security measures to maintain the confidentiality and integrity of Customer Contact Information and to prevent its unauthorized access, use, or disclosure; and (iii) refrains from using Customer Contact Information for any purpose other than performing its Support obligations.

Customer Contact Information is processed by BMC and its third-party Support Providers according to Customer Instructions, for the duration of the provision of BMC Support Services as defined in Customer Agreement and for as long as Customer has a valid support contract with BMC. Access to Customer Contact Information is strictly limited to BMC’s Support, IT, R&D, Sales and Marketing teams.

2. Content of Submitted Support Cases

The content of the Submitted Support Cases (including attachments), provided by Customer to BMC during BMC’s provision of Support Services may be used by BMC to provide support to Customer. It may also be used for training and related purposes to enhance BMC’s ability to provide support in the future.

BMC neither requires nor needs its Customers to send personal data collected by Customer (“Customer Collected Data”) to BMC. Consequently, Customers remain responsible for either filtering, making anonymous and/or encrypting such Customer Collected Data or for having proper procedures in place to prevent Customer Collected Data from being sent to or accessed by BMC.

Customers who need to send personal data, or sensitive or confidential information shall ask a BMC Customer Support representative to provide a secure transfer method and/or recommend file encryption.

The content of Submitted Support Cases (including attachments) is processed by BMC and its third-party Support Providers, according to Customer Instructions and for the duration of the provision of BMC Support Services as defined in Customer Agreement and for as long as Customer has a valid support contract with BMC. Access to such content is strictly limited to BMC's Support, IT, R&D, Sales and Marketing teams.

3. Phone Support

Phone calls between Customer and BMC for the provision of Support Services may be recorded by BMC for quality assurance and training purposes. Customer is informed that those recordings may be used for training and other related purposes to enhance BMC's ability to provide Support in the future. Customer may request that the phone calls not be recorded.

Recordings are processed by BMC and its third-party Support Providers according to Customer Instructions and for the duration of the provision of BMC Support Services, as defined in Customer Agreement and for as long as Customer has a valid support contract with BMC. Access to such recordings is strictly limited to BMC's Support and R&D teams.

4. Remote Support Sessions

For the purpose of rendering efficient and timely Support Services, it may be in the interest of both parties that BMC remotely access Customer's computer ("Remote Support Sessions"). Should this be the case, Customer shall expressly grant such remote access to BMC's Support teams by checking a box in a pop-up window when prompted to do so, prior to any access being granted. If and when such case happens, Customer can end the Remote Support Session at any time.

BMC neither requires nor needs its Customers to give BMC access to any personal data when remotely accessing Customer's computer.

Remote Support Sessions may be recorded by BMC for quality assurance and training purposes. Customer is informed that those records may be used for training and other related purposes to enhance BMC's ability to provide Support in the future. Customer may request that the Remote Support Sessions not be recorded.

Recordings are processed by BMC and its third-party Support Providers according to Customer Instructions and for the duration of the provision of BMC Support Services, as defined in Customer Agreement and for as long as Customer has a valid support contract with BMC. Access to such records is strictly limited to BMC Support and R&D teams.

5. Hosted Services

In order to provide Support Services to Customers using BMC Hosted Services, BMC may access records of technical events ("Log Files") and Customer Data hosted on BMC servers ("Hosted Data").

BMC and its third-party Support Providers will only access Log Files and Hosted Data to the extent it is strictly necessary to perform BMC Support Services, according to Customer Instructions and for as long as Customer has a valid support contract with BMC. At the end of Customer Support Services, BMC may

access Hosted Data for the sole purpose of sending those Hosted Data back to the Customer, as per Customer's Instructions and Agreement.

Access to such Log Files and Hosted Data is strictly limited to BMC's Support and R&D teams.