

## **Terms of Use for BMC Helix FY27 AI Accelerator Success Subscription**

These Terms of Use supplement the provisions governing the Consulting Services purchased under the applicable Order. The Consulting Services provided under this BMC Helix FY27 AI Accelerator Success Subscription are governed by the applicable Order, the Agreement referenced therein, and these Terms of Use (collectively, the “Agreement”). In the event of a conflict, the Order will prevail unless expressly stated otherwise.

Unless otherwise defined herein or the context requires otherwise, capitalized terms used in these Terms of Use have the meanings assigned to them in the Agreement.

The BMC Helix FY27 AI Accelerator Success Subscription (the “Consulting Services” or “Base Subscription”) assists Customers with planning, roadmap guidance, value tracking and access expert services, enabling Customers of BMC Helix solutions by providing access to Helix resources and expertise throughout the success subscription.

The performance of Consulting Services under the Base Subscription will not modify, expand, limit, or otherwise affect either party’s rights, obligations, warranties, remedies, or liabilities under any separate software subscription, license, maintenance, support, or other agreement between the parties.

### **1. Consulting Services Term**

The Consulting Services is provided for either 12 months or a multi-year term, as specified in the applicable Order (the “Term”). If the Consulting Services are purchased for a period that is not a whole number of years, the entitlements will be prorated accordingly for any partial-year term

### **2. Consulting Service Entitlements**

As part of the Consulting Services, Customer will have access to BMC Helix Forward Deployed Engineer Services (the “AI Accelerator Service”). The AI Accelerator Service will be delivered by appropriately skilled personnel within BMC Helix’s Global Services delivery team located in India, exclusively in English and shall consist of up to eight hundred (800) service hours during the twelve (12) month term specified in the applicable Order. BMC Helix shall perform the Services in English, and all deliverables, documentation, reports, and other materials provided under these Consulting Services shall be produced in English. The AI Accelerator Service includes implementation services within Customer’s environment, including installation, configuration, integration, and the development and deployment of AI-based agents, derived of BMC Helix’s technology, operating in conjunction with Customer’s systems, data, and orchestration platforms.

The AI Accelerator Service expressly permits the development, configuration, integration, testing, and deployment of AI-based agents and other implementation deliverables intended for Customer’s production and pre-production environments.

For the avoidance of doubt, the AI Accelerator Service is limited to the implementation, configuration, integration, testing, and deployment of up to three (3) BMC Helix AI Agents for which Customer maintains the applicable BMC Helix software licenses and entitlements, and one (1) additional AI Agent developed for Customer's use case (the "Developed Agent"). Customer is responsible for procuring and maintaining all licenses, subscriptions, and entitlements required for the deployment and use of such AI Agents. Any services relating to additional AI Agents, Developed Agents, material modifications, expanded functionality, additional integrations, environments, or use cases shall be outside the scope of the AI Accelerator Service and shall require a mutually agreed change order, separate Order, or additional fees.

## 2.1. Developed Agent Ownership and Support

- **Ownership.** The Developed Agent, including all associated configurations, source code, workflows, prompts, integrations, documentation, enhancements, modifications, derivative works, and other related materials, shall be considered derivative work, in accordance with the applicable intellectual property legislation and, therefore, constitutes proprietary technology of BMC Helix. It shall be considered a Deliverable, as defined in the Agreement. As a condition precedent, in order to use this Service, Customer expressly recognizes that (a) as the Developed Agent is considered derivative work of proprietary software, it shall not be considered "work-for-hire" and Customer; and (b) that BMC Helix shall be the sole owner of any intellectual property therein, per the terms of the Agreement.
- **License to Use.** Subject to Customer's compliance with the Agreement and payment of all applicable fees, BMC Helix grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Developed Agent solely in connection with Customer's authorized use of the applicable BMC Helix software and services for the duration of the Term.
- **Future Compatibility.** BMC Helix does not warrant that the Developed Agent will remain compatible with future releases, updates, upgrades, enhancements, or modifications to the BMC Helix platform, agent framework, third-party software, integrations, APIs, or other dependencies. BMC Helix shall have no obligation to maintain, modify, update, reconfigure, redevelop, test, validate, or remediate the Developed Agent to preserve compatibility with any future release or platform change.
- **Additional Services.** Any support, maintenance, enhancement, optimization, compatibility testing, modification, redevelopment, remediation, or other services relating to the Developed Agent shall constitute additional services subject to a separate written agreement and additional fees.

## 2.2. Features

The AI Accelerator Service may include:

- **Forward Deployed Engineer** – Assignment of a dedicated BMC Helix Forward Deployed Engineer ("FDE") to perform implementation activities remotely via BMC Helix's Global Services Delivery team.

- **AI Agent Co-Development** – Collaborative design, development, testing, and deployment of AI-based agents using BMC Helix's agent framework(s) alongside Customer's existing agents, systems, data sources, and orchestration tools.
- **Production/Pre-Production Configuration** – Configuration and integration activities intended for Customer's production and/or pre-production environment(s).
- **Knowledge Transfer** – Knowledge Transfer and documentation to assist Customer's ongoing operation and management of the delivered solution.

### 2.3. Customer Responsibilities

In addition to Customer's other obligations under this Agreement, Customer shall reasonably cooperate with Helix in the performance of the AI Accelerator Service and shall:

- Provide a designated project lead authorized to make decisions and provide approvals on Customer's behalf.
- Provide BMC Helix with timely remote access to Customer personnel, systems, data, credentials, facilities and other reasonably necessary resources to perform the AI Accelerator Service.
- Ensure BMC Helix's access to Customer systems and materials does not infringe any third-party rights and is supported by all required licenses and permissions.
- Customer is solely responsible for establishing, maintaining, and testing adequate backup, business continuity, and disaster recovery procedures for all Customer-managed environments. To the fullest extent permitted by applicable law, BMC Helix shall not be liable for any loss, corruption, destruction, delay in recovery, or unavailability of Customer data arising from or relating to Customer's failure to maintain such procedures.
- Promptly review and provide feedback regarding the Deliverables in accordance with Section 2.4.6, 'Acceptance and Deliverable Review'.

BMC Helix shall not be responsible for any delay, deficiency, increased costs, or inability to perform the AI Accelerator Service arising from Customer's failure to satisfy the foregoing obligations.

### 2.4. AI Agent Development and Additional Terms

Helix shall not be responsible for any delay, deficiency, increased costs, or inability to perform the AI Accelerator Service arising from Customer's failure to satisfy the foregoing obligations. Any resulting changes to scope, schedule, fees, or resource requirements shall be addressed through the applicable change control process.

**Deliverable Agents.** Unless expressly stated otherwise in the applicable Order, all AI-based agents, configurations, integrations, code, documentation, and other deliverables created through the AI Accelerator Service ("**Deliverable Agents**") are owned by BMC Helix. Subject to Customer's payment of all applicable fees and continued compliance with the Agreement, BMC Helix grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Deliverable Agents solely with the applicable BMC Helix software and solely for Customer's internal business purposes during the term of Customer's applicable BMC Helix subscription.

**Embedded Materials.** No Helix Materials or third-party materials incorporated into a Deliverable Agent are transferred or assigned to Customer. Customer may use such materials only as embedded in, and as necessary to use, the applicable Deliverable Agent in accordance with the Agreement.

**No Implied Rights.** Except for the limited rights expressly granted in this Section, no right, title, license, or interest in any Helix Materials or Deliverable Agent is granted to Customer by implication, estoppel, exhaustion, or otherwise.

**General Knowledge.** Nothing in the Agreement restricts Helix from using any general skills, ideas, concepts, experience, know-how, methodologies, or techniques retained in the unaided memory of its personnel, provided that Helix does not disclose Customer Confidential Information or Customer Materials.

**Customer Data Use.** BMC Helix will use Customer Materials solely in accordance with the applicable Order Form and Agreement.

**Third-Party Materials.** A Deliverable Agent may contain or interoperate with third-party software, models, data, or other materials. Such materials remain subject to the applicable third-party terms and licenses. BMC Helix does not grant Customer any rights in third-party materials beyond those BMC Helix is authorized to grant.

**Customer Modifications.** BMC Helix will have no responsibility for any defect, infringement, security vulnerability, performance degradation, or other issue arising from any modification to a Deliverable Agent made by Customer or a third party without Helix's written authorization.

**Feedback.** Customer grants BMC Helix a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate into its products and services any suggestions, recommendations, or other feedback provided by Customer concerning the AI Accelerator Service or any Deliverable Agent, provided that BMC Helix does not identify Customer or disclose Customer Confidential Information.

**Intellectual Property Claims.** Any claim that a Deliverable Agent infringes a third party's intellectual property rights will be governed exclusively by the infringement indemnity provisions of the Agreement. BMC Helix will have no liability to the extent a claim arises from Customer Materials, Customer instructions, unauthorized modifications, use outside the agreed scope, or combination with materials not provided or approved by BMC Helix.

## 2.5. Post-Deployment Responsibility

Each Deliverable Agent is designed, developed, validated, and accepted against the specific versions of the BMC Helix platform, agent framework, Customer systems, data schemas, APIs, integrations, and other technical dependencies existing at the time of delivery (the "Baseline Environment"). Helix shall have no obligation to maintain, remediate, support, or ensure the continued operation, compatibility, or performance of a Deliverable Agent where any aspect of the Baseline Environment has been modified, upgraded, replaced, deprecated, or otherwise altered by Helix, Customer, or any third party.

- **BMC Helix-Initiated Platform Changes.** BMC Helix may modify, enhance, upgrade, or replace the BMC Helix platform or agent framework from time to time. BMC Helix will use

commercially reasonable efforts to provide advance notice of changes reasonably expected to materially affect a Deliverable Agent. During the Hypercare Period or applicable support term identified in the redeemed Success Catalog offering (if applicable), BMC Helix shall be responsible for correcting any material incompatibility directly caused by a BMC Helix-initiated platform or framework change. Thereafter, any modification, reconfiguration, redevelopment, or remediation required to maintain compatibility shall constitute additional services subject to a separate agreement and applicable fees, unless otherwise covered by Customer's support entitlement.

- **Customer-Initiated Changes.** BMC Helix develops and validates Deliverable Agents solely against the Baseline Environment. Any modification to a Deliverable Agent, its configuration, logic, permissions, prompts, integrations, underlying data, or any component of the Baseline Environment by Customer or a third party shall be considered unauthorized and if done, will be at Customer's sole risk. BMC Helix disclaims all liability for any resulting loss of functionality, performance degradation, incompatibility, security vulnerability, unintended behavior, or other adverse effects. To the extent caused by such modification, all warranties, support obligations, and remediation commitments shall immediately cease to apply. Any assistance requested from BMC Helix shall be subject to a separate written agreement and additional fees.
- **Authority to Modify Deliverable Agent(s)** During the engagement, all modifications to a Deliverable Agent shall be implemented exclusively by authorized BMC Helix personnel and in accordance with this AI Accelerator Service. Customer-requested changes may require additional services and corresponding adjustments to project scope, delivery schedules, resource allocation, and fees.

Upon completion of Knowledge Transfer or delivery of the Deliverable Agent, operational responsibility for the Deliverable Agent transfers to Customer, including responsibility for its continued operation, maintenance, governance, and any subsequent modifications. Any post-engagement services requested from BMC Helix shall constitute additional services subject to a separate written agreement and applicable fees.

- **Performance:** The technical performance, availability, uptime, latency, throughput, and other service levels of the BMC Helix platform are governed exclusively by the applicable BMC Helix SaaS, subscription, support, or service-level agreement and not by these Terms. Unless expressly set forth in an applicable Order, BMC Helix does not warrant the accuracy, completeness, reliability, relevance, appropriateness, or business outcomes of any Deliverable Agent output, recommendation, decision, or action. Where measurable performance criteria and acceptance metrics are expressly defined in an Order, BMC Helix shall use commercially reasonable efforts to remediate any failure to meet such criteria during the applicable Hypercare Period or support period at no additional charge. Thereafter, any tuning, optimization, retraining, reconfiguration, or remediation shall constitute additional services subject to a separate agreement and applicable fees.

## 2.6. Liability

The AI Accelerator Service and all Deliverable Agents are subject to the exclusions, indemnities, and limitations of liability set out in the Agreement. Customer is responsible for the selection, approval, deployment, supervision, and use of each Deliverable Agent, including all permissions, instructions, data, and operational guardrails applied by Customer.

BMC Helix will not be liable for any loss arising from: (a) Customer Materials or instructions; (b) modifications made by Customer or any third party; (c) use of a Deliverable Agent outside the documented scope or agreed operating parameters; (d) Customer's failure to review, monitor, or validate outputs; or (e) the inherent probabilistic characteristics of artificial intelligence or machine learning technology.

Nothing in this Section expands Helix's liability beyond, or creates any remedy additional to, those expressly provided under the Agreement.

## 3. Success Credits

This Consulting Services permits the Customer to purchase Success Credits via an Order at any time during the term to access and redeem services described in the Helix Success Catalog (the "Success Catalog Offerings"), located at: <https://www.helixops.ai/it-services/success-catalog.html>. Success Credits may only be applied towards eligible Success Catalog Offerings, including educational, consulting, or technical support services, in accordance with the terms of this Agreement, the Order and the applicable catalog descriptions.

Success Credits will expire at the end of the Term and will not carry over into any renewal period. All Success Credits must be redeemed before the end of the Term using the process outlined in the "Redemption of Success Credits" section below. Expired Success Credits will not be refunded and cannot be transferred to other Consulting Service projects or used to purchase Helix products. **All related Consulting Services, including Education Services, must be completed within six (6) months after the end of the Term.**

**For multi-year subscriptions of any commitment, Success Credits can be redeemed at any point during the active subscription period. Multi-year subscriptions are defined as (i) a single Order that includes multiple Success Subscriptions; or (ii) a Success Subscription with a duration longer than 12 months, as specified in the Order.**

**Additional Success Credits can be purchased at any time during the Consulting Service Term. Success Credits added during this Term will expire at the same time as the corresponding Consulting Service.**

Note: Using Success Credits excludes other discounts. Success Credits are only redeemable for Consulting Services Offerings listed in the Helix Success Catalog ("Success Catalog"). Helix reserves the right to update, add, or remove Consulting Services from the Success Catalog at any time without notice.

### 3.1. Types of Consulting Services Offerings in the Success Catalog

The Success Catalog is categorized into four primary types of consulting services, each targeting different customer needs.

- **Advise** – consulting and project work that drives adoption
- **Activate** – product deployment that implement use cases and build capabilities
- **Operate** – provide proactive technical expertise, support application operations, and manage administration.
- **Educate** – provide access to BMC Helix’s standard web-based or virtual training to improve product skills and knowledge.

#### **4. Document Review and Acceptance**

Unless otherwise specified in a Success Catalog Offering, deliverables are subject to one (1) review cycle. Customer shall review and provide written feedback within two (2) business days following delivery. If Customer does not provide feedback within that period, the deliverable shall be deemed accepted and complete.

#### **5. Product Families**

##### **In-scope products:**

BMC HelixGPT and BMC Helix Innovation Suite