

Helix Education Enterprise Subscription – Web Based and Helix Education Individual Subscription Terms of Service

These Helix Education Enterprise Subscription – Web Based and Helix Education Individual Subscription Terms of Service (the “Education Subscription Terms of Service”) supplement the Agreement governing the Services or Consulting Services purchased under the applicable Order.

The Helix Education Enterprise Subscription – Web Based and Helix Education Individual Subscription (each an “Education Subscription”) provide Customer with access to Helix Education (the “Offering”) for the purpose of acquiring the skills necessary to use and operate designated Helix products.

The scope of each Education Subscription is set forth at <https://www.helixops.ai/education/education-subscription.html>. The specific Offering’s available under an Education Subscriptions are detailed in the applicable Abstract, accessible via the corresponding subscription links below:

- **Helix Education Enterprise Subscription – Web Based**
<https://www.helixops.ai/education/courses/bmc-helix-it-service-management-education-enterprise-subscription-web-based.html>
- **Helix Education Individual Subscription - Instructor-Led**
<https://www.helixops.ai/education/courses/bmc-helix-it-operations-management-education-enterprise-subscription-web-based.html>

Helix reserves the right, in its sole discretion, to modify, add, or remove course content and availability at any time during the term of an Education Subscription.

Helix will grant Customer with the required access to the selected Offering in accordance with the Education Subscription specified in the Order and is subject to these Education Subscription Terms of Service.

Unless otherwise expressly defined herein or required by context, all capitalized terms shall have the same meanings as ascribed to the in the applicable Order, the relevant Education Subscription abstract or the governing Agreement referenced therein.

1. Helix Education Enterprise Subscription – Web Based (the “Education Enterprise Subscription”)

Helix Education Enterprise Subscription provides Customer with access to the Helix’s education catalogue for the applicable product family specified in the subscriptions title under the Order:

- BMC Helix IT Operations Management: Education Enterprise Subscription - Web-Based (“ITOM Education Enterprise Subscription”); or
- BMC Helix IT Service Management: Education Enterprise Subscription - Web-Based (“ITSM Education Enterprise Subscription”)

Each Education Enterprise Subscription grants Customer access to all of the web-based training course and associated Certificate Associate exams for the designated product family, as detailed in the applicable subscription Abstract.

1.1 Education Enterprise Subscriptions Terms and Inclusions

Subject to these Education Subscription Terms of Service:

- Customer shall have unlimited access to the web-based training courses for its authorized users during the subscription term; and
- Each authorized user may attempt each Certified Associate certification exam up to four (4) times per rolling twelve (12) month period.

A complete and current listing of included courses and certification exams is set forth in the applicable subscription Abstract.

Inclusions:

- Unlimited access to web-based training courses for authorized Customer users
- Up to four (4) Certified Associate certification exams attempts per authorized Customer user, per rolling twelve (12) month period

2. Education Individual Subscription – Instructor Led

There are four (4) companion subscriptions for the Education Enterprise Subscription, these are collectively referred to as the Helix Education Individual Subscription - Instructor-Led (“Education Individual Subscription”) which grants the Customer access to training inclusive of either Virtual Instructor Led Training (“VILT”) or Assisted Self Paced training (“ASP”); and the certified professional exams.

Individually these Education Individual Subscription are:

- BMC Helix IT Operations Management: Education Associate Individual Subscription - Instructor Led (“ITOM Associate Individual Subscription”)
- BMC Helix IT Service Management: Education Associate Individual Subscription - Instructor Led (“ITSM Associate Individual Subscription”)
(collectively “Associate Individual Subscription”)
- BMC Helix IT Operations Management: Education Professional Individual Subscription - Instructor Led (“ITOM Professional Individual Subscription”)
- BMC Helix IT Service Management: Education Professional Individual Subscription - Instructor Led (“ITSM Professional Individual Subscription”)
(collectively “Professional Individual Subscription”)

2.1 Education Individual Subscriptions Terms and Inclusions

Subject to these Education Subscription Terms of Service:

- Education Individual Subscriptions shall be assigned to a single named individual.
- Professional Individual Subscriptions shall have a standard term of one (1) year, and Associate Individual Subscriptions shall have a standard term of six (6) months.

The assigned individual may not be changed during the subscription term. For multi-year Education Individual Subscriptions, the assigned individual may be changed only upon written notice to Helix within thirty (30) days following each annual anniversary of the applicable subscription term.

Inclusions:

- **Web Based Training:** One (1) registration per course for the named user.
- **Virtual Instructor Led Training:** One (1) registration per course, including eBook and virtual lab (as specified in the applicable course abstract) for the named user.
OR
- **Assisted Self-Paced Training:** One (1) registration per course, including eBook and virtual lab (as specified in the applicable course abstract) for the named user.
- **Certified Associate certification exams:** Up to four (4) attempts per year per named user.
- **Certified Professional certification exams:** Up to two (2) attempts per year per named user. Included only in the Professional Individual Subscriptions.

3. Customer Responsibilities

- Prior to receiving access to the Education Enterprise Subscription, Customer shall designate a primary contact responsible for onboarding and access enablement. BMC Helix will schedule an onboarding call with such contact.
- Helix will provide a self-registration mechanism for Customer users to access the applicable Offerings. Customer is responsible for communicating and administering such process to its users. Helix reserves the right to modify the registration processes at its sole discretion.
- Prior to activation of an Education Individual Subscription, Customer shall provide Helix with the full name and email address of the designated user. For any permitted change to the designated user at an applicable anniversary date, Customer must provide at least thirty (30) days' prior written notice to Helix. Failure to provide such notice will result in the continuation of the existing designated user.

4. Restrictions

Education Enterprise Subscriptions are limited to Customer Users ("Users"), defined as Customer employees, employees of Customer affiliate sharing the same email domain, and contractor personnel of Customer or its affiliates using the same email domain.

If more than one hundred (100) users are registered for specific Offering named in the abstract for Education Enterprise Subscription, Helix reserves the right to provide access via SCORM link or SCORM files for Offering content, for the Customer-hosted delivery through its Learning Management System ("LMS") or on their web/file server for customer students to access.

Education Subscriptions are non-transferable and for Customer's internal business use only. Access credentials may not be shared or used by any unauthorized individual.

Training content, including course materials, eBooks, and labs, may not be copied, reproduced, modified, distributed, or made available to any third party without Helix's prior written consent.

Customer is responsible for compliance with all applicable usage limits and for all activity conducted under its users' accounts. Unused entitlements do not carry over unless expressly stated.

Helix reserves the right to suspend or restrict access in the event of misuse, unauthorized access, or breach of these Education Subscription Terms of Service, the Agreement and/or Order.

Education Lab Access for Education Individual Subscriptions:

- Labs for live VILT Offerings are provisioned only during the scheduled Offering dates and times. Access details, including any required lab codes, will be provided by the instructor during the Offering, where applicable.
- for ASP Offerings, lab access will be provided upon registration. Lab vouchers are valid for ninety (90) days from issuance. Upon redemption, all allocated lab time must be used within fourteen (14) days. Any unused time after such period shall expire and is non-refundable and non-reinstatable.
- Allocated lab hours are determined by the applicable Offering duration and are specified in the relevant abstract.

Cancellation; Changes and Renewals

- All Education Enterprise Subscriptions and Education Individual Subscriptions are non-cancellable and non-refundable.
- Upon redemption of a lab voucher and provisioning of the corresponding lab environment, such lab shall be non-cancellable, non-changeable, and non-creditable.
- No reduction or modification in subscription quantities is permitted during the term. Customers may purchase additional subscriptions, and renewals shall be subject to agreement between the parties.

Definitions

“Assisted Self-Paced Learning (“ASP”)” means where a customer is given access to online instructor led recordings in conjunction with lab time and instructor hours.

“Helix Customer (“Customer”)” means a Helix Customer who is licensed to use Helix software products.

“Order” means the Helix Order, Helix Services Only Order, Statement of Work, Success Subscription, or Redemption Order Form.

“Term” means the duration of the Education Subscription as identified in the Order.

“User” means Customer or Customer Affiliate employees with the same email domain, or Customer (or Customer Affiliate) contractor personnel with the same email domain.

“Video” means an online digital training recording that is accessed online.

“Virtual Lab” means where the Customer is given access to a remote lab environment for a set amount of Lab Days (Lab time is specified on the course abstract).

“Web Based Training” means where the Customer is provided online Education Services that are self-paced on demand training via the web.