

BMC Web Site Terms of Use

ATTENTION: PLEASE READ THIS STATEMENT CAREFULLY BEFORE USING WWW.BMC.COM (THIS "WEB SITE"). YOUR USE OF THIS WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THESE BMC WEB SITE TERMS OF USE ("TERMS OF USE"). IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEB SITE.

BMC Software, Inc. ("BMC") reserves the right to modify these Terms of Use without notice, and any modifications are effective when they are posted here. BMC may, at any time, in its discretion terminate Your access to this Web Site. Access to the Web Site may be monitored by BMC. If You are accessing this Web Site as a representative of an organization, these Terms of Use bind both You individually and the organization and references to "You" and "Your" shall be construed to apply to You individually and the organization.

BMC maintains copyright protection in all materials, information, data, text, software, music, sound, photographs, graphics, video, messages, publications or other materials (collectively, "Web Site Content") it posts on this Web Site. BMC grants You permission and consents to the downloading, copying and distribution of the Web Site Content for non-commercial purposes by You or within your organization only. In consideration of this consent, You agree that (i) copies of the Web Site Content will retain all copyright and other proprietary notices and (ii) You will not modify the Web Site Content in any way. Unless You are expressly permitted to do so by another agreement with BMC, such as BMC's Customer Support Agreement, and only to the extent that your use constitutes "fair use" under copyright law as determined by your legal counsel, You may not use, download, upload, copy, print, display, perform, reproduce, publish, or distribute any Web Site Content, in whole or in part, without the prior written consent of BMC.

As a condition of your use of this Web Site, You will not use the Web Site or the Web Site Content for any purpose that is unlawful or prohibited by these Terms of Use. You will not use this Web Site in any manner that could damage, disable, overload or impair the operation of this Web Site or use by third parties.

Certain restricted product information is available on this Web Site only to licensed customers of BMC who are registered to receive information via passwords issued by BMC. This restricted information is considered confidential and proprietary information of BMC. If You are a registered customer or a representative of a registered customer, You may be authorized by another agreement, such as BMC's Customer Support Agreement, to download, copy, re-distribute, and use the restricted information as authorized by BMC. Issuance of a registration password is conditioned on the customer's use of such restricted information only in accordance with the terms of their license, product or service agreement with BMC. You shall not transfer your password to unauthorized parties. You shall immediately notify BMC of any unauthorized use of your password. You are responsible for use of your password. You will not attempt to gain access to any Web Site Content or area within this Web Site that You are not authorized to access.

You agree to the following with regard to Your use of the Web Site: (a) You will not access the Web Site under an anonymous or false name, and You will not permit any other person to access the Web Site under your name or using an anonymous or false name to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) You will not transmit to the Web Site any content that (i) is libelous, defamatory, obscene, pornographic, threatening, or abusive or harassing to another individual, (ii) violates any law, including without limitation, laws governing copyright infringement and data privacy, (iii) violates or infringes upon the rights of or otherwise harms any third party, (iv) is otherwise offensive or objectionable to BMC, Web Site participants, or other parties, or (v) the export or re-export of which requires a license or license exception from the United States government or other foreign governments having jurisdiction; (c) You will not post or transmit to the Web Site any content containing any malware or harmful or corrupt code, programming code, or data (including but not limited to "viruses", "worms" and "cancelbots"), or other code that otherwise adversely affects the functioning of the Web Site or interferes with or disrupts the Web Site or any other BMC websites, servers, or networks connected to BMC's websites; (d) You will not use the Web Site for purposes of promotion, solicitation, or advertising; and (e) BMC will not have and expressly disclaims any liability related to the misuse, loss, modification, or unavailability of any content.

Certain information available on this Web Site is provided by other parties, particularly information about such other parties. You understand that all such information is the sole responsibility of the party who originated it and that BMC has no responsibility for such

content and does not guarantee the accuracy, integrity or quality of such content. In no event is the inclusion of a statement about another party, a reference to such other party or a web-link to another party's website an endorsement of such other party, their products or their services.

RSS (really simple syndication) content is available on this Web Site, consisting of feeds of story headlines from various providers of such feeds. Your use of the RSS content is subject to these terms and conditions and also to those of the service that feeds the content ("Service"). You may not modify the content or the links provided by such Service. You must request permission from the Service to use, modify, display, or link to the RSS content in any way. The RSS content is owned by the Service. BMC reserves the right to remove the RSS content at any time.

You may link to the www.bmc.com home page, and to any other page on the Web Site. BMC reserves the right to withdraw such consent at any time in its discretion. You may not use any of BMC's proprietary logos, trademarks, or other distinctive graphics, video, or audio material in Your links. You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by BMC, without BMC's written consent; 2) cause confusion, mistake, or deception; 3) dilute BMC's trademarks, service marks, or trade names; or 4) otherwise violate applicable law.

BMC makes no representations or promises to develop, provide, or market any software, service or product discussed on this Web Site, and You shall not rely on any of the information provided or the prospect of availability of any software, service, or product currently in development or currently anticipated to be made available in the future.

Web Site Content may refer to products, programs or services that are not available in Your country. Consult Your local BMC representative for information about the products, programs and services that may be available to You.

Any software that is available for download from this Web Site is the copyrighted property of BMC and/or its suppliers. Any use or reproduction of any such software and warranties as to such software, if any, are governed by (i) the terms of the license agreement applicable to that software, or (ii) if no license agreement applies, then are governed by the warranties under these Terms of Use. Your use of any third-party product or service purchased by You in connection with this Web Site is governed by the terms of the agreement applicable to such product or service.

Neither BMC nor any of its affiliates or suppliers or its or their officers, directors, employees, agents, representatives or subcontractors (collectively, the "BMC Group") shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data processing failures, telecommunications or Internet problems, utility failures or problems, defects, bad weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of terrorism, cyber-security attacks, acts of war or other like causes beyond the reasonable control of BMC. BMC shall have no responsibility to provide access to this Web Site while the interruption of this Web Site due to any such cause continues. BMC may discontinue providing You access to this Web Site at any time.

Disclaimer; Limitation of Liability; Indemnity

This Web Site and all Web Site Content is provided "AS IS" and WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE WEB SITE CONTENT, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. It is up to You to take precautions to ensure that whatever You select for Your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

IN NO EVENT WILL BMC OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST REVENUE OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF, THIS WEB SITE OR ANY SITE LINKED TO WWW.BMC.COM. WITHOUT LIMITING THE FOREGOING, NEITHER BMC NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM YOUR USE OF THIS WEB SITE OR ANY WEB SITE CONTENT, WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LAW OR CAUSE OF ACTION.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU.

You agree to release, defend, indemnify and hold the BMC and its affiliates harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Your access to or use of this Web Site or any Web Site Content.

Export and Trade Controls

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of this Web Site or any Web Site Content provided on or pursuant to this Web Site except in full compliance with all United States, foreign and other applicable laws and regulations, including, but not limited to, export control laws.

Submissions

Any information, material, or idea You submit to this Web Site by any means will be treated as non-confidential and non-proprietary and may be used by the BMC and its affiliates for any purpose whatsoever, including without limitation the development and/or provision of products and services, except that all personal data submitted to this Web Site will be used by BMC in accordance with BMC's [Privacy](#) policy.

Restricted Rights Legend

U.S. GOVERNMENT RESTRICTED RIGHTS. UNPUBLISHED -- RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES. Use, duplication, or disclosure by the U.S. Government of any Web Site Content (all technical data is "Limited Rights Data") or any software (all of which is "Commercial Computer Software") downloaded from this Web Site is subject to restrictions set forth in FAR Section 52.227-14 Alt. III (g)(3), FAR Section 52.227-19, DFARS 252.227-7014 (b) or DFARS 227.7202, as amended from time to time. Contractor/Manufacturer is BMC Software, Inc., 2101 City West Blvd., Houston, TX 77042-2827, USA. Any contract notices should be sent to this address.

Severability

If any provision of these Terms of Use is found to be unlawful or unenforceable in any respect, You agree that the court may reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or deleted, the court shall fully enforce the resulting Terms of Use.

See BMC Software's [Privacy](#) statement relating to the collection and use of information through this Web Site.

See BMC Software's [Trademarks](#) statement relating to the use of trademarks and trade names appearing on this Web Site.

BMC is an Equal Opportunity Employer.