



BMC DEVELOPER PROGRAM AGREEMENT

This BMC Developer Program Agreement (“**Agreement**”) governs your use of the BMC Innovation Suite for Developers. This Agreement is between the entity or individual entering into this Agreement (“**Licensee**”) and the BMC Contracting Entity for the applicable region as described in Section 8(l) below (“**BMC**”).

BY ACCEPTING THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. 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 DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE BMC INNOVATION SUITE FOR DEVELOPERS.

You may not access the BMC Innovation Suite for Developers if you are BMC’s direct competitor, except with BMC’s prior written consent.

The Agreement is effective between Licensee and BMC as of the date of your acceptance (“**Effective Date**”). This Agreement was last updated on December 6, 2016.

1. **DEFINITIONS.**

- a. “**BMC Innovation Suite for Developers**” means a cloud-based service offering that exposes the capabilities of the BMC Innovation Suite Platform with the express purpose of running and tailoring applications as an enterprise-scale Software-as-a-Service offering.
- b. “**BMC Innovation Suite Platform**” means a set of capabilities used to create and run modern, digital applications. These capabilities include the ability to leverage modern coding technologies, an intuitive drag-and-drop designer, a comprehensive development toolkit including a rich set of published APIs, and a scalable, reliable and secure architecture built for enterprise solutions.
- c. “**End Users**” means individuals (i) who are authorized by Licensee to use and access the BMC Innovation Suite for Developers, and (ii) who have been assigned unique user identifications and passwords by Licensee.
- d. “**Licensee Data**” means all electronic data or information submitted to or stored by Licensee in the BMC Innovation Suite for Developers.
- e. “**User Guide**” means the online documentation for the BMC Innovation Suite for Developers, which includes functional guides and technical specifications, as updated by BMC from time to time.

2. **BMC INNOVATION SUITE FOR DEVELOPERS LICENSE.** Subject to the terms of this Agreement and the Restrictions on Use set forth in Section 3 below, BMC grants to Licensee, from time to time and effective upon each time BMC grants Licensee access to the BMC Innovation Suite for Developers, a non-exclusive, non-sublicensable, non-transferable, worldwide, royalty free, term and revocable (as defined in Section 6) license for End Users to access and use the BMC Innovation Suite for Developers in accordance with the terms of this Agreement and the User Guide, solely for the purpose of performing non-production application development work on the BMC Innovation Suite Platform. For clarity purposes, this Agreement does not grant Licensee any specific rights to the BMC Innovation Suite Platform. Licensee is responsible for End Users’ compliance with this Agreement.

3. **RESTRICTIONS ON USE.**

- a. Licensee agrees **NOT** to:
 - (i) use the BMC Innovation Suite for Developers to (1) process production data or for any other production purposes, including but not limited to publishing digital applications, or (2) distribute applications;
 - (ii) use the BMC Innovation Suite for Developers with data or information that has not been backed up;
 - (iii) modify, copy or create derivative works based on the BMC Innovation Suite for Developers or the BMC Innovation Suite Platform;
 - (iv) create Internet “links” to or reproduce any content forming part of the BMC Innovation Suite for Developers, other than for its own internal non-production business purposes;
 - (v) disassemble, reverse engineer, or decompile the BMC Innovation Suite for Developers or parts thereof or the BMC Innovation Suite Platform or parts thereof, or access it in order to copy any ideas, features, content, functions or graphics of the BMC Innovation Suite for Developers or the BMC Innovation Suite Platform;
 - (vi) interfere with or disrupt the integrity or performance of the BMC Innovation Suite for Developers;
 - (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material via the BMC Innovation Suite for Developers;
 - (viii) send or store viruses or malicious code via the BMC Innovation Suite for Developers;
 - (ix) attempt to gain unauthorized access to the BMC Innovation Suite for Developers or its related software, systems, platforms or networks, including but not limited to the BMC Innovation Suite Platform;
 - (x) use any components provided with the BMC Innovation Suite for Developers separately from BMC Innovation Suite for Developers;
 - (xi) access the BMC Innovation Suite for Developers for purposes of monitoring or testing their availability, performance or functionality, or for any other benchmarking or competitive purposes;



- (xii) sell, distribute, rent, lease, sublicense, display, modify, time share, outsource or otherwise provide the BMC Innovation Suite for Developers to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data;
 - (xiii) modify, delete or remove any ownership, title, trademark, patent or copyright notices ("**Identification**") from any BMC Innovation Suite for Developers; or
 - (xiv) use the BMC Innovation Suite for Developers for any purpose other than as specifically provided in this Agreement.
- b. Licensee will be responsible for maintaining the confidentiality of the passwords assigned to Licensee. Licensee will immediately notify BMC if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Licensee will be responsible for any and all activities under Licensee's account and/or using Licensee passwords. Licensee will (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the BMC Innovation Suite for Developers, and notify BMC promptly of any such unauthorized access or use, and (ii) comply with all applicable laws in using the BMC Innovation Suite for Developers.
- c. Licensee is responsible for complying with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing and transfer of Licensee Data. Licensee acknowledges and consents that the BMC Innovation Suite for Developers provided may require Licensee Data to be transferred to a country outside of Licensee's country or the country where the Licensee Data originated.
- d. Licensee is responsible for acquiring all necessary and required licenses for the use of any third party software, source code and/or libraries Licensee may use as part of its development with BMC Innovation Suite for Developers. In addition to its other rights and remedies, BMC reserves the right, without liability to Licensee, to immediately, at any time and for any reason, (i) refresh Licensee's instance of BMC Innovation Suite for Developers; (ii) suspend Licensee and/or its End Users' access to BMC Innovation Suite for Developers; or (iii) reclaim Licensee's instance of BMC Innovation Suite for Developers and terminate Licensee and its End Users' access to the BMC Innovation Suite for Developers. Upon BMC's refreshing of Licensee's instance of BMC Innovation Suite for Developers, Licensee may lose all Licensee Data submitted to or stored in said instance of BMC Innovation Suite for Developers. Upon BMC's reclaiming of Licensee's instance of BMC Innovation Suite for Developers and terminating Licensee and its End Users' access to said instance of the BMC Innovation Suite for Developers, BMC may destroy any Licensee Data submitted to or stored therein. Licensee is responsible for backing up any development work with Licensee Data outside of the BMC Innovation Suite for Developers.
- e. In no event shall Licensee use with BMC Innovation Suite for Developers any Open Source Software. For the purposes of this Agreement, "**Open Source Software**" means any software, library, utility, tool, or other computer or program code that requires as a condition of use, reproduction, modification, or distribution that other software or computer code distributed with it: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of creating derivative works; (iii) be licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind; or (iv) be redistributable at no charge.
- f. BMC, its affiliates, or licensors do not provide any technical support, maintenance services, or any other type of services for the BMC Innovation Suite for Developers. BMC may monitor the BMC Innovation Suite for Developers to ensure Customer's compliance with the terms of this Agreement.

4. FEEDBACK. Licensee agrees that any suggestions, enhancement requests, recommendations or other feedback provided by Licensee or End Users relating to the BMC Innovation Suite for Developers or the BMC Innovation Suite Platform (together, the "**Feedback**") shall be owned by BMC or its affiliates. Licensee hereby assigns to BMC all rights, title and interest in the Feedback and all intellectual property therein. If requested by BMC, Licensee agrees to execute such further instruments as BMC may reasonably request confirming BMC's ownership interest in such Feedback.

5. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- a. BMC, its affiliates or licensors retain all rights, title and interest to the BMC Innovation Suite for Developers, the BMC Innovation Suite Platform and all related intellectual property, informational, industrial property and proprietary rights therein. The BMC Innovation Suite for Developers, the BMC Innovation Suite Platform and all third party software provided with the BMC Innovation Suite for Developers is protected by applicable copyright, trade secret, industrial and other intellectual property laws. BMC owns all right, title and interest in all software, programming, documentation, user guides, templates, questionnaires, methodologies, models, charts, reports and any other items used to deliver the BMC Innovation Suite for Developers or made available to Licensee as a result of the BMC Innovation Suite for Developers ("**Service Items**") and access to and use of the relevant Service Items will be governed by the terms of this Agreement. BMC reserves any rights not expressly granted to Licensee in this Agreement.
- b. "**Confidential Information**" means all proprietary or confidential information that is disclosed by BMC to Licensee, and includes, among other things (i) any and all information relating to the BMC Innovation Suite for Developers, the BMC Innovation Suite Platform or services provided by BMC, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) the terms of this Agreement; and (iii) Feedback. Confidential Information does not include information that Licensee can show: (A) was rightfully in Licensee's possession without any obligation of confidentiality before receipt from BMC; (B) is or becomes a matter of public knowledge through no fault of Licensee; (C) is rightfully received by Licensee from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Licensee. Licensee may not disclose Confidential Information of BMC to any third party or use the Confidential Information in violation of this Agreement. In the event Licensee becomes legally compelled to disclose any



Confidential Information, Licensee shall provide BMC with prompt prior written notice of such requirement so that BMC may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if BMC waives in writing compliance with the terms of this Agreement, Licensee agrees to furnish only that portion of the information which Licensee is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information. Licensee (1) will exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own confidential information, and (2) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information. Notwithstanding the foregoing, Licensee may disclose Confidential Information to Licensee's employees and agents who have a need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement.

- c. If Licensee becomes aware of any unauthorized use or disclosure of Confidential Information, then Licensee will promptly and fully notify BMC of all facts known to it concerning such unauthorized use or disclosure. In addition, if Licensee or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Confidential Information, Licensee will not disclose the Confidential Information without providing BMC with commercially reasonable advance prior written notice to allow BMC to seek a protective order or other appropriate remedy or to waive compliance with this provision. In any event, Licensee will exercise its commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, cooperating with BMC to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
- d. Licensee expressly agrees that (i) nothing in this Agreement shall be construed as prohibiting or restricting BMC from independently developing, acquiring, and marketing products, services, and other materials, which are similar to or competitive to the application(s) developed by Licensee in the BMC Innovation Suite for Developers, in any geographic area; and (ii) BMC shall be free to use for any purpose the Residuals resulting from access to Licensee, the Licensee Data and Licensee's instance of the BMC Innovation Suite for Developers. "**Residuals**" means information in non-tangible form, including ideas, concepts, know-how or techniques contained therein, that, without further reference to any materials that are written, stored in electronic or physical form or are otherwise fixed, is unintentionally retained in the unaided memory of persons who were permitted access to Licensee's instance of the BMC Innovation Suite for Developers and the Licensee Data under the terms of this Agreement. A person's memory will be considered to be unaided if the person has not intentionally memorized Licensee Data for the purpose of retaining and subsequently using or disclosing it.

6. TERM AND TERMINATION. This Agreement begins on the Effective Date and will remain in effect unless terminate pursuant to this Section 6. BMC may terminate this Agreement, and the license of Section 2 granted hereunder, immediately, and without notice, for its convenience. Upon termination of any license or this Agreement, all rights and licenses granted herein will terminate and Licensee shall cease accessing or using the BMC Innovation Suite for Developers. Sections 4, 5, 6, 7 and 8 survive the termination of any BMC Innovation Suite for Developers license or this Agreement.

If Licensee desires to acquire a license to access and use the BMC Innovation Suite Platform in production, then Licensee must acquire access to the BMC Innovation Suite Platform under the then-current subscription service terms with BMC or its appropriate subsidiary or affiliate.

7. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY.

- a. THE BMC INNOVATION SUITE FOR DEVELOPERS IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. BMC, ITS AFFILIATES AND LICENSORS DO NOT WARRANT THAT THE BMC INNOVATION SUITE FOR DEVELOPERS WILL SATISFY LICENSEE'S REQUIREMENTS, THAT THE BMC INNOVATION SUITE FOR DEVELOPERS IS WITHOUT DEFECT, VIRUS OR ERROR FREE, WITHOUT DELAY, OR THAT THE OPERATION OF THE BMC INNOVATION SUITE FOR DEVELOPERS WILL BE UNINTERRUPTED. BMC, ITS AFFILIATES AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, MADE WITH RESPECT TO THE BMC INNOVATION SUITE FOR DEVELOPERS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT AND INFORMATION CONTENT; AND
- b. BMC DISCLAIMS AND REJECTS ANY LIABILITY TO LICENSEE, OR ANY OTHER INDIVIDUAL OR ENTITY, FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BMC INNOVATION SUITE FOR DEVELOPERS (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF, DATA), EVEN IF BMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BMC'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BMC INNOVATION SUITE FOR DEVELOPERS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSE THE BMC INNOVATION SUITE FOR DEVELOPERS OR \$100.
- c. If a third party asserts a claim against BMC asserting that the Licensee Data or Licensee's use of the BMC Innovation Suite for Developers in violation of this Agreement violates that third-party's patent, trade secret or copyright rights, or otherwise harms



the third party ("**Claim**"), Licensee will, at its own expense: (i) defend or settle the Claim; and (ii) indemnify BMC for any damages finally awarded against BMC based on the Claim.

8. **MISCELLANEOUS.**

- a. **No-Guarantee as to New Versions.** Licensee acknowledges and agrees that BMC is under no obligation to provide any maintenance releases, updates or new versions of the BMC Innovation Suite for Developers. BMC does not guarantee that the BMC Innovation Suite Platform will be similar in functionality to the BMC Innovation Suite for Developers licensed under this Agreement. This Agreement creates no obligation on behalf of Licensee to acquire the BMC Innovation Suite Platform, or for BMC to provide the BMC Innovation Suite Platform to Licensee.
- b. **Entire Agreement and Modifications.** This Agreement is the entire understanding between Licensee and BMC and replaces any prior or contemporaneous communication, agreement or understanding of any kind, oral or written, concerning this subject matter. This Agreement may only be changed if mutually agreed to in writing by the parties. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect.
- c. **Enforceability, Non-Waiver and Non-Assignment.** If any part of this Agreement is found to be invalid or unenforceable, that part will be modified to the extent necessary to eliminate its invalidity or unenforceability, and the remaining terms will be in full force and effect. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Licensee may not assign or otherwise transfer this Agreement or any of its rights or obligations without the prior written consent of BMC.
- d. **Governing Law and Dispute Resolution.** A party will provide written notice to the other party of any controversy, dispute or claim arising out of or relating to this Agreement, or to the formation, interpretation, breach, termination, or validity thereof ("**Controversy**"). The parties shall engage in good faith negotiations to resolve the Controversy. Only if the Controversy is not resolved through good faith negotiations within 15 days of the sending of the written notice of Controversy, the Controversy may be submitted to litigation or binding arbitration, based on the place of incorporation of the parties, as follows:
 - (i) If both parties to this Agreement are entities incorporated under the law of any state in the United States, 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 sides hereby submit to the exclusive jurisdiction of the courts in Houston, Texas and waive all defenses based on forum non conveniens.
 - (ii) If both parties to this Agreement are entities incorporated in countries in the Europe, Middle East, or Africa regions, the arbitration shall be held in Amsterdam, Netherlands under the then-applicable rules of the International Chamber of Commerce and the substantive laws of the Netherlands will govern.
 - (iii) If both parties to this Agreement are entities incorporated in countries in the Asia Pacific region, the arbitration shall be held in Singapore under the then-applicable rules of the Singapore International Arbitration Centre and the substantive laws of Singapore will govern.
 - (iv) In all other instances, the arbitration shall be held in New York City, New York, under the then-applicable international rules of the American Arbitration Association and the substantive laws of the State of Texas will govern.

For all arbitrations conducted hereunder: (a) the arbitration shall be conducted in English; (b) the relevant arbitral institution shall determine the number of arbitrators, but any Controversy in which the amount in dispute is greater than \$10 million USD shall be decided by three arbitrators, with each party having the right to select one arbitrator; (c) the costs of such arbitration shall be borne equally, pending the arbitrator's award; (d) the arbitration award rendered shall be final and binding on the parties, shall not be subject to appeal to any court and shall be enforceable in any court having jurisdiction over the Parties; (e) the arbitration proceedings, award and pleadings shall all be confidential, unless disclosure of particular information is required for purposes of enforcing/challenging the award or to meet local securities law requirements; and (f) the party prevailing in arbitration shall be entitled to recover its reasonable attorneys' fees and the necessary costs incurred in connection with the arbitration.
- e. 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.
- f. **Independent Contractor.** Nothing in this Agreement will be construed as creating a joint venture, partnership, franchise, fiduciary, employment or principal/agent relationship between the parties.
- g. **U.S. Federal Acquisitions.** This Section applies only to acquisitions of the commercial BMC Innovation Suite for Developers and User Guide subject to this Agreement by or on behalf of the United States Government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the United States Government. In the event the BMC Innovation Suite for Developers is delivered to the United States Government, the United States Government hereby agrees that the BMC Innovation Suite for Developers qualifies as "commercial items" within the meaning of the Federal acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement shall pertain to the United States Government's use and disclosure of the BMC Innovation Suite for Developers, and shall supersede any conflicting contractual terms and conditions. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions



as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988).

- h. **Export Controls.** Licensee represents and warrants that it: a) will comply with the United States Export Administration Regulations and other U.S. or foreign export regulations; b) no individual accessing or using the BMC Innovation Suite for Developers is a citizen of or from an embargoed country (currently Iran, Syria, Sudan, Cuba and North Korea); c) is not prohibited from receiving the BMC Innovation Suite for Developers under such regulations; d) will not acquire the BMC Innovation Suite for Developers for a person who is restricted under such regulations; e) will not use the BMC Innovation Suite for Developers in contradiction to such regulations; and f) will not use the BMC Innovation Suite for Developers for prohibited uses, including but not limited to nuclear, chemical, missile or biological weapons related end uses. For BMC Innovation Suite for Developers exported from Ireland, EC No. 428/2009 sets up a Community regime for control of exports of dual-use items and technology, and it is declared that this BMC Innovation Suite for Developers is intended for civil purposes only. Therefore, Licensee agrees to comply with both the U.S. regulations and those E.U. regulations and will not export in violation of the regulations and without all proper licenses. Any failure to comply with these regulations will result in Licensee forfeiting all rights to the BMC Innovation Suite for Developers.
- i. **Third Party Code.** The BMC Innovation Suite for Developers may contain third party software which is delivered to Licensee as part of the BMC Innovation Suite for Developers and may not be taken out of the BMC Innovation Suite for Developers or used separately from the BMC Innovation Suite for Developers and for which additional terms may be included in the User Guide.
- j. **Data Protection.** Licensee acknowledges that BMC neither requires nor needs Licensee to (i) send BMC any personal data collected by Licensee ("**Licensee Collected Data**") or (ii) give BMC access to any Licensee Collected Data. Consequently, Licensee remains responsible for either filtering, making anonymous, encrypting such Licensee Collected Data or for having proper procedures in place to prevent Licensee Collected Data from being sent to or accessed by BMC.
- k. **Links to Third Party Websites:** The BMC Innovation Suite for Developers 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 Licensee's use of these websites. Licensee should refer to the policies posted by other websites regarding data privacy and other topics before using them.
- l. **BMC Entities.** The following licensing entities apply to this Agreement:

| Region | Contracting Entity | Address of Licensing Entity |
|--|---|--|
| United States and Latin America South (not a specified Central or South America country below) | BMC Software, Inc. | 2103 CityWest Boulevard, Houston, Texas 77042 |
| Canada | BMC Software Canada Inc. | 50 Minthorn Boulevard, Suite 200 Markham, Ontario L3T 7X8 Canada |
| EMEA (Europe, Middle East and Africa) | BMC Software Distribution B.V. | Boeing Avenue 245, 1119 PD Schiphol Rijk, The Netherlands |
| Brazil | BMC Software do Brasil Ltda. | Av. das Nações Unidas, 8.501 – 22º Andar Condomínio Eldorado Business Tower São Paulo, Brasil – 05425-070 |
| Mexico | BMC Software Distribution de México, S.A. de C.V. | Torre Esmeralda II Blvd. Manuel Avila, Camacho #36, Piso 23 Lomas de Chapultepec, CP11000, México D.F. |
| Argentina | BMC Software de Argentina S.A. | Ing. Butty 220 – Piso 18, Buenos Aires, Republica Argentina, C1001AFB |
| S.E.A (Southeast Asia), Australia, New Zealand, Hong Kong, Taiwan | BMC Software Asia Pacific Pte Ltd | 600 North Bridge Road, #20-01/10 Parkview Square, Singapore 188778 |
| China | BMC Software (China) Limited | Room 502, Level 5, Tower W1, The Towers, Oriental Plaza, No. 1 East Chang An Ave., Dong Cheng Dist., Beijing 100738, China |
| Japan | BMC Software K.K. | Harmony Tower 24th Floor, 1-32-2 Honcho, Nakano-ku, Tokyo, 164-8721 |
| Korea | BMC Software Korea Ltd | 24 th Fl., ASEM Tower, , 1517, Yeongdong-daero, Gangnam-gu, Seoul 135-798, Korea South |