**AI Terms of Use**

These AI Terms of Use (the "**AI Attachment**") apply to Customer's use of Products or Subscription Services (together, "**BMC Offerings**") purchased by Customer under the Order or Agreement that refers to this AI Attachment. All capitalized terms used herein and not defined have the meaning given in the applicable Order or Agreement.

**Introduction**. Some BMC Offerings include or may include in the future artificial intelligence and machine learning functionality ("**AI Offerings**"), as described in the AI Offering's Documentation or User Guide. AI Offerings use models to generate predictions, recommendations and other content from data patterns, and may also set goals and autonomously plan and execute such goals.

**Input and Output; Ownership and Confidentiality**. As between Customer and BMC and to the extent permitted by applicable law, the party that owns the inputted data (referred to as "**Input**") that generates an AI Offering's output ("**Output**") also owns that Output. If an Input is a party's Confidential Information, the corresponding Output is also considered Confidential Information. For Subscription Services, if an Input is Customer Content, the corresponding Output is also considered Customer Content. Notwithstanding the foregoing, Customer's ownership of Output is subject to BMC's and/or its licensor's ownership rights in (a) the BMC Offerings, (b) the data used to train the AI Offerings, and (c) all software, programming, documentation, templates, questionnaires, methodologies, models, charts, reports, ideas, features, content, functions, graphics and any other items provided as part of the AI Offerings (together, the "**Pre-Existing Materials**"). Customer does not have, and BMC does not grant to Customer, any ownership right in the BMC Offerings or the Pre-Existing Materials, including to the extent they are incorporated into any Input or Output. BMC grants Customer the right to use, and Customer may only use, Pre-Existing Materials in Output to the same extent that Customer is permitted to use the BMC Offerings. Customer acknowledges and agrees that (i) Output may not be eligible for intellectual property protection; (ii) similar or identical Output may be generated by AI Offerings in response to similar requests from different customers, and (iii) the same or similar Input may generate different Output.

**Acceptable Use**. Customer acknowledges that AI Offerings are emerging technologies and that all AI tools may produce incorrect, biased, unfair, or inaccurate Output relative to certain data, queries, or contexts. Customer is solely responsible for (a) its Input and for deciding whether to rely on Output, regardless of any recommendations provided therein, (b) any evaluation of Output (including through activities such as human review, human oversight and correction, code scanning, or security scanning, as appropriate) before using or relying on Output for any purpose, (c) ensuring that its use of Outputs avoids engaging in any activities that are unlawful, unethical or otherwise harmful (including any applicable responsibility to avoid improper discrimination) and (d) ensuring that its use of Outputs complies with all applicable laws, regulations, and standards. If a BMC Offering provides Customer the ability to connect such BMC Offering to a Customer-provided large language model ("**LLM**"), including via Customer-provided keys to such LLM, then as between BMC and Customer, Customer is solely responsible for its use of such LLM in connection with the BMC Offering.

**Infringement Indemnity**. Provided Customer complies with this AI Attachment, BMC's intellectual property infringement indemnification obligations set forth in the Agreement will apply to the AI Offerings. In no event will such indemnification obligations apply to any Output or any Input not owned by BMC.