SUMMARY PLAN DESCRIPTION FOR THE

BMC SOFTWARE, INC.

SAVINGS AND INVESTMENT PLAN

January 2026

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INTRODUCTION TO THE PLAN

BMC Software, Inc. is committed to providing competitive retirement benefits for its employees. In keeping with this objective, BMC Software, Inc. maintains the BMC Software, Inc. Savings and Investment Plan (the "Plan") to provide you with a means to save for your retirement on a tax-advantaged basis. The Plan may be one of the most valuable tools you have to save for a more secure financial future.

The Plan allows you to put aside part of your pay for retirement without those amounts being subject to income tax until they are distributed from the Plan. In addition, you may receive matching contributions based upon the amount of your pay that you set aside for the Plan. Any matching contributions made on your behalf will also not be taxed until they are distributed from the Plan. Over the years, the amount you set aside, plus the amount contributed on your behalf, may experience significant growth through investment. Any amounts that you earn from these investments will not be taxed until distributed from the Plan.

The Plan also allows you to designate a portion of your elective contributions as "Roth Contributions." Roth Contributions are subject to income tax when you contribute them to the Plan; however, Roth Contributions and any investment earnings, as long as certain distribution rules are met, are not taxed when they are distributed to you. If you contributed amounts toward retirement under another employer plan or IRA, you may be able to transfer those amounts as rollover contributions to the Plan.

If you were a participant, beneficiary or alternate payee under the Compuware Corporation 401(k) Plan (the "Compuware Plan") on or before December 31, 2020, you became a participant, beneficiary, or alternate payee (respectively) under the Plan effective January 1, 2021. Special provisions applicable to former participants in the Compuware Plan are summarized in Appendix A.

This document summarizes the main features of the Plan and defines some of the key terms used therein. Please note that this summary is only a brief description of the Plan. It is not meant to interpret, extend or change the Plan in any way. If there is any discrepancy between this summary and the actual provisions of the Plan, the Plan will govern. You can obtain a copy of the Plan from the Plan Administrator. You should keep any information you receive about the Plan, and your benefits under the Plan, in a secure location that you can easily access. If you have any questions about the Plan you should contact the Plan Administrator at the address or telephone number listed below under the heading "Basic Plan Information."

The following Summary Plan Description ("SPD") describes the way the Plan operates generally as of January 1, 2026.

PARTICIPATION IN THE PLAN

Eligibility

You may become a participant in the Plan only if you are an employee of BMC Software, Inc. or any of its affiliates that has adopted the Plan (the "Company") on its United States payroll and are not in an ineligible class described below. Employees who are eligible to participate in the Plan are referred to in this SPD as "Eligible Employees."

Persons Ineligible to Participate in the Plan

You are not eligible to participate in the Plan if you are (i) covered by a collective bargaining agreement between a union and the Company that does not provide for your participation in the Plan, (ii) a leased employee (an employee of another employer who performs services for the Company under a leasing arrangement), (iii) an individual classified by the Company as an independent contractor, or (iv) a nonresident alien who receives no earned income from the Company from sources within the United States.

When You Become a Participant

If you are an Eligible Employee, you may become a participant on the date you first perform an hour of service for which you are entitled to be paid. If you have not become a participant because you are not an Eligible Employee, then you may become a participant immediately upon becoming an Eligible Employee because of a change in your employment status. To enroll in the Plan, log on to www.netbenefits.com or call 1-866-546-4424.

Former Employees

If you previously worked for the Company, you will be eligible to participate in the Plan on the date of your rehire or the date you satisfy the above requirements for participation, whichever is later. Generally, if you terminate employment and are later rehired, you will immediately enter or reenter the Plan as a participant.

CONTRIBUTIONS

The funds that will be used to provide your retirement benefits under the Plan will come from your contributions to the Plan (made through payroll withholding) and Company contributions, plus investment gains and minus investment losses.

Elective Contributions

You may elect to contribute a portion of your annual compensation to the Plan through elective contributions by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424. For purposes of the Plan, "Compensation" means all of your compensation from the Company while a participant in the Plan, excluding the following items:

- reimbursements or other expense allowances;
- taxable fringe benefits;
- moving expense allowances;
- deferred compensation;
- welfare benefits;
- severance benefits or payments;
- payments of accrued but unused vacation and paid time off paid in connection with your termination of employment;
- amounts realized from the exercise of non-qualified stock options or when restricted stock (or property) held by an employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- amounts realized as a result of an election described in Code Section 83(b);
- amounts realized as a result of a disqualifying disposition of Company stock;
- amounts payable under the Company's stock plans, equity incentive plans or the 2013 BMC Software, Inc. Cash Incentive Plan and any successor thereto (including but not limited to any converted equity awards payable in cash or the value of a company discount under a Plan Sponsor's employee stock purchase plan);
- payments you receive from a payroll of the Company other than a United States payroll; or
- benefits payable under the Company's short term disability plan.

Your before-tax contributions to the Plan and amounts that you could have received in cash had you not entered into a salary reduction agreement pursuant to the Company's cafeteria plan or qualified transportation fringe benefit plan are also considered "Compensation." "Compensation" also includes payments from the Company to you while you are performing "qualified military service," up to the amount you would have received from the Company if you were instead performing services for the Company.

401(k) Contributions

Once you become a participant, you may elect to contribute a portion of your annual Compensation to the Plan on a before-tax basis. These contributions are frequently called "401(k) Contributions." If you decide to contribute a portion of your annual Compensation to the Plan, that amount will not be paid to you in your paycheck, but instead will be contributed to your Before-Tax Contributions Account under the Plan. The portion of your Compensation that you elect to contribute to the Plan as 401(k) Contributions will normally not be taxed until it is actually paid to you; however, your Compensation (including your 401(k) Contributions to the Plan) is subject to the Social Security payroll tax (FICA) at the time it is earned.

Roth Contributions

At the same time you are permitted to make 401(k) Contributions to the Plan, you can alternatively designate all or a portion of your contributions (including Catch-Up Contributions as discussed below) as "Roth Contributions." Any contributions you designate as Roth Contributions will be treated as after-tax contributions and included in your taxable income for

the year in which the contributions are made to the Plan. The income tax withholding amounts on your Roth Contributions will be deducted from the remainder of your pay, not from your Roth Contributions. Once your Roth Contributions are contributed to the Plan, you cannot change those contributions to 401(k) Contributions, but you can change whether your future contributions will be made as 401(k) Contributions or Roth Contributions.

The advantage of designating your contributions as Roth Contributions is that those contributions and any investment earnings will generally not be subject to federal income tax when distributed to you. Because the Roth Contributions are taxed in the year of contribution, the contributions and, as long as the distribution is "qualified" (see section entitled "Distribution of Roth Contributions" on page 15), the earnings on such contributions are not subject to federal income taxes when distributed to you.

Elective Contribution Limits

You may contribute between 1% and 35% of your Compensation as 401(k) Contributions and/or Roth Contributions, up to the annual Internal Revenue Service (IRS) dollar limits. The sum of your elective contributions to the Plan (and any contributions you make to any other qualified plan permitting elective deferrals in which you participate) may not exceed $24,500 in 2026. The $24,500 limit may be adjusted in future years by the IRS for any changes in cost of living.

Any amount you contribute to the Plan as an elective contribution will be 100% vested, meaning it will not be forfeitable. However, you could have investment losses on your elective contributions, which would reduce the amount of your total elective contributions.

Catch-Up Contributions

If you are age 50 or over in any given year (including if you turn age 50 during the calendar year), you may also elect to contribute an additional portion of your Compensation for that year. This additional contribution is known as a "Catch-Up Contribution" and can be either contributed on a before-tax basis and/or designated as a Roth Contribution if your Compensation for the prior calendar year equals or is less than the IRS limit ($150,000 for contributions in 2026). If your Compensation for the prior calendar year exceeds the IRS limit ($150,000 for contributions in 2026), your Catch-Up Contributions must be made as Roth Contributions. The maximum amount of Catch-Up Contributions you are permitted to make is $8,000 for 2026. The Catch-up Contribution limit is increased to $11,250 in 2026 if you are age 60, 61, 62, or 63. The IRS will adjust the limit on Catch-Up Contributions from time to time for cost of living increases. Catch-Up Contributions are not eligible for Company matching contributions.

Changing Your Level of Participation

You can change your contribution percentage for elective contributions or revoke your election to make elective contributions by visiting www.netbenefits.com or calling the BMC Retirement Service Center at 1-866-546-4424. Changes may be made daily and are effective for

the next payroll period after your change or revocation is processed in accordance with normal administrative procedures.

Matching Contributions

The Company intends to make a matching contribution to your Matching Account for each pay period you have made 401(k) Contributions and/or Roth Contributions to the Plan. The Company matching contributions will be dollar for dollar on your elective contributions up to 5% of your Compensation. The amount of your Compensation taken into account under the Plan for matching contributions is limited to $360,000 in 2026. This limit may be adjusted in future years by the IRS for any changes in cost of living.

No Company matching contributions will be made on after-tax contributions or Catch-Up Contributions.

After-Tax Contributions

Once you become a participant, you may elect to contribute a portion of your annual Compensation to the Plan on an after tax basis. These contributions are frequently called "after-tax contributions." After-tax contributions are deducted from your pay after taxes have been withheld. You may contribute between 1% and 10% of your Compensation to the Plan as after-tax contributions. After-tax contributions are not eligible for Company matching contributions. Visit www.netbenefits.com or call 1-866-546-4424 to elect to contribute after-tax contributions by payroll deduction.

Rollover Contributions

If you were a participant in a former employer's eligible retirement plan and upon your termination with that company received a distribution that qualifies as a rollover amount under the Internal Revenue Code, you may place those funds in the Plan as a rollover contribution. You may contribute both eligible before-tax and after-tax funds, including Roth contributions, to the Plan as rollover contributions. Your rollover contributions will be allocated to either a rollover account or a Roth rollover account, as applicable, established in your name, and you will be fully vested in these accounts.

In addition, subject to the Company's approval, you will be permitted to contribute to the Plan as rollover contributions any amounts that you currently hold in a conventional IRA, a 403(b) plan, or in a 457(b) plan maintained by a federal, state, or local government.

If you would like to make a rollover to the Plan, call Fidelity at 1-866-546-4424 to request a Rollover Kit.

ACCOUNTS

The Plan Administrator maintains individual accounts in the Plan in your name (collectively referred to as your "Account"). The money and other property in your Account is held in a trust fund by Fidelity as trustee. The trustee invests your Account in accordance with your investment directions solely for your benefit. The assets of the trust fund cannot be used by the Company for its own purposes.

Before-Tax Contribution Account

Your 401(k) Contributions (including Catch-Up Contributions) are held in your Before-Tax Contribution Account.

Company Matching Account

Your matching contributions are held in your Company Matching Account.

After-Tax Contribution Account

Your after-tax contributions are held in your After-Tax Contribution Account.

Roth Elective Deferral Account

Your Roth Contributions (including Catch-Up Contributions) are held in your Roth Elective Deferral Account.

Rollover Account

Your rollover contributions (other than after-tax rollover contributions and Roth rollover contributions) are held in your Rollover Account.

After-Tax Rollover Account

Your after-tax rollover contributions, if any, are held in your After-Tax Rollover Account.

Roth Elective Deferral Rollover Account

Your Roth rollover contributions, if any, are held in your Roth Elective Deferral Rollover Account.

QMAC/QNEC Account

Your QMAC/QNEC Account holds those contributions, if any, made by the Company or acquired companies, to enable the Plan, or acquired plan, to pass certain testing requirements.

INVESTMENT OF ACCOUNTS

Investment Choices

The Plan offers several investment funds, which may be changed from time to time. All contributions, including your 401(k) Contributions, Roth Contributions, after-tax contributions, matching contributions and rollover contributions, are invested in accordance with your investment election. You may choose to invest your contributions among the individual investment funds offered under the Plan by visiting www.netbenefits.com or calling 1-866-546-4424.

The Plan Administrator will let you know what investment funds are offered under the Plan at the times you are entitled to make your investment decisions. You can contact the Plan Administrator or Fidelity for a current prospectus or other descriptive literature for any of the available funds at no charge. Please keep in mind that there is no guarantee of principal or guaranteed rate of return under any of these funds.

If you do not make an investment election, all contributions will be invested in the Plan's qualified default investment alternative (QDIA), which is a target date fund that most closely coincides with your target retirement date. If you would like to change your investments, you simply need to log on www.netbenefits.com or call the BMC Software Retirement Services Center at 1-866-546-4424.

The Plan Administrator has the authority to change the investment choices from time to time. If the Plan Administrator changes the investment choices, it will give you advance notice.

Changing Investment Elections

You may redirect your Account balance among the available investment funds at any time. You may also direct that future contributions be invested in a different fund or combination of funds than you previously elected. To make one of these changes, visit www.netbenefits.com or call 1-866-546-4424. Changes in investment elections will be effective as of the date such directions are processed in accordance with the procedures and rules established for such purpose. Fidelity will provide you with a confirmation of any change you make.

Excessive Trading Policy

Although you are permitted to change your investment options at any time, some of the investment funds available under the Plan have policies that limit the number of changes that you may make within a specific time period, referred to as an "excessive trading policy." If you violate a fund's excessive trading policy, Fidelity may restrict your ability to make further transfers to that fund. Some investment funds may also charge a short-term redemption fee related to transfers of assets out of an investment fund prior to the end of any minimum holding period. Please review the prospectus or other descriptive literature for each investment fund for

more details on any of its excessive trading policies and/or short-term redemption fees or contact Fidelity for more information.

Gains/Losses

Your account will be adjusted each business day for gains and losses of the investment funds in which your Account is invested.

Account Statements

You will receive an individual Account statement at least quarterly. Your statement will reflect beginning balances, contributions, investment experience, withdrawals/loans, and ending balances for that calendar quarter. You can also review your Account activity at any time and generate a custom account statement by accessing your Account online at www.netbenefits.com.

Additional Information on Investment Options

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Consequently, the fiduciaries of the Plan (such as the Plan Administrator and the Trustee listed below under the heading "Basic Plan Information") will not be held liable for losses resulting from investment directions made by participants. Therefore, you should take care to ensure that the funds in your Account are invested in the manner best suited to your individual investment objectives.

You may request from the Plan Administrator or Fidelity:

- a description of the annual operating expenses of each designated investment alternative (e.g., investment management fees, administrative fees, transaction costs), which reduce the rate of return to participants and beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;

- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;

- a list of assets comprising the portfolio of each designated investment alternative that constitutes Plan assets, the value of each such asset (or the proportion of the investment alternative that it comprises), and, with respect to each such asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

- information concerning the value of shares or units in designated investment alternatives available to participants and beneficiaries under the Plan, as well as

the past and current investment performance of such alternatives determined, net of expenses, on a reasonable and consistent basis; and

- information concerning the value of shares or units in designated investment alternatives held in your Account.

You can access your account online through Fidelity NetBenefits® at www.netbenefits.com or call the BMC Software Retirement Service Center at 1-866-546-4424 to speak with a representative Monday through Friday (excluding New York Stock Exchange holidays) 8:30 a.m. – 8:00 p.m. in your local time zone, or use the automated voice response system, available virtually 24 hours, 7 days a week.

PLAN LOANS

The primary objective of the Plan is to give you the opportunity to save for your retirement. However, there may be times when you need access to your money prior to your retirement. For this reason, you may borrow against the balance of your vested Account under the Plan.

Generally, if you are a participant and a current employee of the Company you may request a loan under the Plan. You may apply for a loan from the Plan in an amount up to the lesser of one-half of your vested Account balance or $50,000. The amount of your loan must be at least $500. The normal length of a loan under the Plan is 5 years or less, unless the loan is being used to acquire your primary residence, in which case a longer period may be allowed. You will be charged a commercially reasonable interest rate if your loan is approved. In addition, you will be charged processing and loan fees in connection with the review of your loan request. Repayments of principal and interest will be made on an after-tax basis in equal installments though automatic payroll deductions. You may pay off the loan early provided that the entire outstanding balance of the loan (including accrued interest) is paid in full.

All loans to you will be secured by collateral consisting of one-half the vested portion of your Account. Loans will be made pro rata from each investment fund in which your Account is invested. Loan repayments will be invested in the investment funds you have elected for the investment of your contributions. Any loan will be subject to such other terms and conditions as the Plan Administrator from time to time shall deem necessary or appropriate.

For more information or to apply for a loan from the Plan, contact Fidelity NetBenefits® at www.netbenefits.com or call the BMC Software Retirement Service Center at 1-866-546-4424.

WITHDRAWALS DURING EMPLOYMENT

After-Tax Contribution Account or Rollover Account Withdrawals

If you have an After-Tax Contribution Account or a Rollover Account, you may withdraw it at any time and for any reason.

Age 59½ Withdrawals

Upon attaining age 59½, you may elect to withdraw the funds in your vested Account at any time and for any reason.

Hardship Withdrawals

In addition, you may withdraw money from your Before-Tax Contribution Account, Roth Elective Deferral Account, or Company Matching Account (including earnings on any such amounts) if you can demonstrate "hardship." "Hardship," within the meaning of the Plan, means the amount required to meet an immediate and heavy financial need that is not reasonably available from your other resources. "Immediate and heavy financial need" includes the following:

(i) purchasing your principal residence (excluding mortgage payments);

(ii) paying uninsured medical expenses that are tax-deductible to you or your beneficiary under the Plan;

(iii) paying college tuition and related educational fees for the next twelve (12) months for you, your spouse, children, dependents, or your beneficiary under the Plan;

(iv) preventing eviction from your principal residence or foreclosure of the mortgage on your principal residence;

(v) paying for funeral expenses for your parents, spouse, children, dependents, or your beneficiary under the Plan;

(vi) paying for the repair of damages to your principal residence (the expenses for which would qualify as a casualty income tax deduction);

(vii) paying for expenses or losses incurred by you on account of a FEMA declared disaster (provided that your principal residence or principal place of employment was located in the FEMA disaster area); and

(viii) any other contingency determined by the IRS to constitute "an immediate and heavy financial need" within the meaning of Treasury Regulations.

You may request a hardship withdrawal only after you first obtain all other non-hardship distributions available, if any, under all plans maintained by the Company. In addition, in order

to receive the hardship withdrawal, you must certify to the Plan Administrator that you have insufficient cash or other liquid assets to satisfy the need for the hardship and that the need cannot be satisfied from other sources reasonably available to you.

You may request a hardship withdrawal by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424. Upon receiving a request for a hardship withdrawal, the Plan Administrator will make a decision on whether or not to allow the withdrawal. If you are not age 59½, a ten percent (10%) penalty tax generally will apply to all amounts withdrawn as a hardship withdrawal.

Disability Withdrawals

If you incur a disability, you may elect, at any time during the duration of such disability, to withdraw all or a portion of your Rollover Account, Before-Tax Contribution Account, Roth Elective Deferral Account, and your vested interest in your Company Matching Account. "Disability" means you have been determined to be disabled by the Social Security Administration or have been determined to be disabled under the Company's long-term disability plan, if any, that covers you.

Qualified Reservist Distributions

The Plan permits "Qualified Reservist Distributions" to the extent permitted under the Code, regulations and other relevant laws. In general, a Qualified Reservist Distribution is a distribution made (1) to an individual who (by reason of being a member of a reserve component as defined in section 101 of title 37 of the U.S. Code) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (2) that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period. Qualified Reservist Distributions meeting the above requirements are not subject to the 10% early withdrawal penalty. You may request additional information regarding Qualified Reservist Distributions by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

Emergency Personal Expense Withdrawals

You may request a withdrawal from your vested Accounts from the Plan without penalty if you have experienced a personal or family emergency. You may withdraw up to the lesser of: (i) $1,000; or (ii) the excess of your vested Accounts over $1,000. You may not take more than one (1) of these emergency personal expense distributions each year. You may repay your emergency personal expense distribution to the Plan, provided you do so within three (3) years. If you do not repay your emergency personal expense distribution to the Plan, you may not take another emergency personal expense distribution for the immediately following three (3) calendar years. You may request additional information by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

Domestic Abuse Victim Withdrawals

You may request a withdrawal of a portion of your vested Account if you are a victim of domestic abuse, up to the lesser of: (1) $10,000 (adjusted for changes in the cost-of-living) or (2) 50% of your vested Account balance. The Plan may rely on your reasonable representation that you are eligible to receive a withdrawal due to domestic abuse. You may request such an in-service distribution only if your request is made during the one-year period beginning on any date on which you are a victim of domestic abuse or violence. You may repay all or a portion of such a domestic abuse distribution at any time during the three (3)-year period beginning on the day after receipt of the distribution.

For these purposes, "domestic abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate you, or to undermine ability to reason independently, including by means of abuse of your child or another family member living in the household, by a spouse or domestic partner.

Other special rules apply applicable to domestic abuse victim withdrawals. You may request additional information by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

Withdrawals for Federally-Declared Disasters

You may take an in-service withdrawal from your vested Account of up to $22,000 (or if less, 50% of your vested Account balance) if you are affected by a federally-declared disaster. To be eligible for this withdrawal, your principal home must be located in the area with respect to which the declared disaster occurred and you must have sustained an economic loss by reason of the disaster within the period of time declared by FEMA. The Plan may rely on your reasonable representation that you are eligible to receive a withdrawal due to a federally-declared disaster.

Withdrawals that qualify under this provision are not subject to the 10% excise tax that generally applies to distributions prior to age 59½, you may spread this withdrawal into your income over a three (3) year period, and if you wish, you may repay this withdrawal to the Plan, provided you do so within three (3) years of the withdrawal (and those repayments will not be subject to the IRS annual contribution limits).

There are other special rules applicable to federally-declared disaster distributions. You may request additional information by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

Qualified Birth or Adoption Distributions

You may request a distribution of up to $5,000 per child from your vested Accounts during the one (1) year period beginning on the date your child is born or legally adopted if such adopted child has not attained age 18 or is mentally or physically incapable of self-support. The Plan may rely on your reasonable representation that you are eligible to receive a withdrawal due

to the birth or adoption of your child. You may repay all or a portion of a Qualified Birth or Adoption Distribution at any time during the three (3)-year period beginning on the day after receipt of the distribution. You may request additional information by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

Terminally Ill Individual Distributions

You may request a withdrawal of your vested Accounts if you have a terminal illness that can be expected to result in death within 84 months. The Plan must receive a certification of your terminal illness from your physician before approving a distribution due to terminal illness. You may repay all or a portion of such a terminal illness distribution at any time during the three (3)-year period beginning on the day after receipt of the distribution. You may request additional information by visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

VESTING

Vesting Generally

Your Company Matching Account under the Plan is subject to vesting. The vested percentage means the nonforfeitable percentage of your Account (even though the exact amount of that interest will vary depending on contributions credited to your Account and investment performance). You are fully vested at all times in your Before-Tax Contribution Account, Rollover Account, Roth Elective Deferral Account, Roth Elective Deferral Rollover Account, After-Tax Contribution Account, After-Tax Rollover Account, and QMAC/QNEC Account.

The number of Years of Service (as defined below) that you complete will determine the percentage of your Company Matching Account that is vested. The vested percentage of your Company Matching Account will be determined according to the applicable schedule below.

Full Years of Service	Percentage Vested
1	0%
2	100%

How your Years of Service are counted depends on when you become a participant in the Plan. You will generally receive a Year of Service for each twelve-consecutive-month period of employment beginning on the first day you work for the Company.

Reemployment

Special bridging of service rules apply if you terminate employment with the Company and are later rehired as follows:

Absence of Less Than 12 Months. If your employment is terminated and you are rehired before the first anniversary of your termination date, then the period of time between your termination and rehire will count towards your Years of Service and your percentage vested. You are generally treated as though you never had a termination of employment for purposes of vesting. The same rule generally applies if your employment is terminated while you absent from work for 12 months of less, such as if you are on vacation or other leave, and you are rehired before the first anniversary of your termination date.

For example, if you terminate employment after 16 months of service and you are rehired eight months later, you will be credited with two years of service when you are rehired (*i.e.*, your 16 months of prior service plus your eight-month absence) and you will be fully vested in your Company Matching Account.

Absence of More Than 12 Months. If your employment is terminated and you are rehired after the first anniversary of your termination date, then the period of time between your termination and rehire will not count towards your Years of Service and your percentage vested. You will, however, receive credit for the service you performed prior to your termination date.

For example, if you terminate employment after six months of service and you are rehired two years later, you will be credited with six months of service when you are rehired. You will be fully vested in your Company Matching Account after you perform an additional 18 months of service.

Absence of Less than 5 Years. If your employment is terminated and you are unvested in your Company Matching Account, then any matching contributions will be forfeited. However, if you are rehired before five consecutive years after your termination, then your forfeited matching contributions (unadjusted for gains or losses) will be restored on your rehire as long as you repay the amount that was distributed to you before the earlier of: (i) five years after the date you were rehired and (ii) the end of the five consecutive year period after the distribution was made. If you do not timely repay the full amount of the distribution or you are rehired after five consecutive years or more, forfeited matching contributions cannot be restored.

For example, assume you terminate employment after 16 months of service, you receive a distribution of your Account equal to $5,000, and you forfeit matching contributions equal to $1,000 because you do not have two Years of Service. If you are rehired eight months later, you are now fully vested in your Matching Contribution Account (see the example in the section entitled "Absence of Less than 12 Months" above). Because the matching contribution was forfeited, however, you must timely repay the Plan $5,000 in order to be restored in the $1,000 matching contributions.

You should contact the BMC Software Retirement Service Center at 1-866-546-4424 if you have any questions about how the bridging of service rules apply to you.

Death or Disability

If you die while you are an active Employee or terminate employment after incurring a disability, your Company Matching Account will be fully vested.

Retirement

If you terminate employment as a result of your retirement from the Company on or after reaching age 65, your Company Matching Account will be fully vested.

DISTRIBUTIONS FOLLOWING SEPARATION FROM SERVICE

Eligibility for a Distribution

Generally, you or your beneficiary (in the event of your death) will be eligible to receive a distribution of your Account upon your separation from service with the Company by reason of your termination of employment, retirement, death or disability (i.e., you are determined to be disabled by the Social Security Administration or have been determined to be disabled under the Company's long-term disability plan, if any, that covers you). There are some limited exceptions to this rule that allow you to receive distributions while you are still employed, as described above under the heading "Withdrawals During Employment." Please note that transferring from one company maintaining this Plan to another company maintaining this Plan will not be considered a separation from service.

When You Receive Distributions

If the balance of your Account is $7,000 or less, payment will be made as soon as administratively feasible after you separate from service with the Company. However, if the total value of your Account exceeds $1,000 but is less than $7,000, then it will be automatically rolled over into an individual retirement account ("IRA") established in your name by the Plan Administrator unless you direct the Plan Administrator in writing that you wish to have the distribution paid directly to you or to another eligible retirement plan or IRA. Currently, the Plan Administrator establishes such IRAs with Fidelity Management Trust Company, but it may, in its discretion, determine to use a different IRA provider at a later time.

If an IRA account is established for you by the Plan Administrator, it will be invested in a manner that is designed to preserve principal and provide a reasonable rate of return, consistent with liquidity. However, there is no assurance that the IRA will not decline in value. Once invested in the IRA, the Company will not monitor your IRA or change the manner in which it is invested. Any fees or expenses associated with the establishment or maintenance of the IRA will be charged directly to your IRA. You may transfer the funds in such IRA to another individual retirement plan at any time. Further information about the Plan's automatic rollover feature may be obtained from the Plan Administrator or from visiting www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424.

If the balance of your Account exceeds $7,000 at the time you separate from service, no distribution will be made to you until you request a distribution. You may request a distribution by contacting Fidelity NetBenefits® at www.netbenefits.com or calling the BMC Software Retirement Service Center at 1-866-546-4424. In any event, federal law requires that you receive required minimum distributions from the Plan by April 1 of the calendar year following the later of the calendar year in which you attain the Applicable Age or, if you are still employed, the year in which you retire. The "Applicable Age" is age 70½ if you attained that age before January 1, 2020; age 72 if you attained that age before January 1, 2023; age 73 if you attained or will attain that age after December 31, 2022; or age 75 if you will attain that age after December 31, 2032.

Form of Distributions

You will receive distribution of your Account in a single lump sum cash payment.

Designation of a Beneficiary

If you die after terminating employment with the Company but before you receive a distribution of your Account, the vested portion of your Account will be payable to your beneficiary. Your beneficiary is the person (or the trust) whom you have designated on the form furnished by the Plan Administrator. You may change your beneficiary as often as you like, and you should certainly remember to do so whenever there is a change in your circumstances (such as marriage, divorce, or a death in the family) that makes it desirable to designate another person as your beneficiary. However, if you are married, your beneficiary is automatically your spouse, unless your spouse gives his or her written consent to your designation of another beneficiary in the presence of a notary public or Plan representative. If you have not properly designated a beneficiary, your beneficiary will be your spouse, or if you are not married at the time of your death, your beneficiary will be your estate.

For purposes of the Plan, "spouse" means the individual to whom you are legally married, under the laws of the state, commonwealth, or country in which the marriage was celebrated in accordance with Federal law.

If you have a domestic partner whom you would like to be your beneficiary, you must complete the beneficiary designation procedure. Due to federal law, a domestic partner will not automatically be designated as your beneficiary upon your death.

You can designate a beneficiary by using Fidelity's Online Beneficiary Service to help you select and manage your beneficiary designations. Simply log on to Fidelity NetBenefits® at www.netbenefits.com. Click "Your Profile," then click the "Beneficiaries" link in the *About You* section.

Taxes

In General

You will be required to pay taxes on any withdrawals or distributions that you receive from the Plan. The amount of tax you pay, and when you pay it, will be based on your personal situation and the tax laws in effect at the time you receive your money. You can choose to directly roll over all or any portion of the taxable portion of a distribution you receive from the Plan. You may not, however, roll over any portion of a distribution you receive as a hardship withdrawal. In a direct rollover, the eligible distribution is made payable to your IRA or another employer's plan that accepts rollovers. If you choose a direct rollover, you won't be taxed on the payment until you later take it out of the IRA or the other employer's plan. If you die and your spouse is your beneficiary, the rollover rules also apply to your spouse. Certain non-spouse beneficiaries, including trusts that meet specific requirements, may also be entitled to roll over distributions directly to an IRA. Please log on to www.netbenefits.com or call the BMC Software Retirement Service Center at 1-866-546-4424 for more information.

If a distribution is made directly to you, it is subject to 20% Federal income tax withholding. The full distribution, including the amount withheld for income taxes, is taxed in the year you receive it unless, within 60 days, you roll it over to an IRA or another plan that accepts rollovers. If you have a loan offset amount treated as a distribution to you in connection with your termination of employment, such amount must rolled over by the due date of your tax return for the year of termination. The amount withheld will be credited against any income taxes you owe for the year. If the payment is made before you reach age 59½, the taxable portion of the payment may also be subject to a 10% federal excise tax.

You can roll over up to 100% of your eligible rollover distribution, including the amount equal to the 20% withheld for income taxes. If you choose to roll over 100%, you must find other money within the 60-day period to replace the 20% that was withheld. On the other hand, if you roll over only the 80% that you received, you will be taxed on the 20% that was withheld for income taxes.

Upon leaving employment with the Company, the Plan Administrator will provide you with more information as to how to elect a direct rollover. You may also contact the BMC Software Retirement Service Center at 1-866-546-4424 for information about your distribution options. For more information as to the tax consequences related to distributions that are not directly rolled over to another qualified plan or IRA, you should seek advice from your own financial advisor.

Distribution of Roth Contributions

The portion of your Account attributable to Roth Contributions will be distributed to you or your beneficiary free from federal income tax if:

- At least five years have passed since the end of the year you first made a Roth Contribution to this Plan or, if you rolled over Roth Contributions to this Plan, the plan from which you rolled over such amounts (the "Five Year Rule"); and

- The distribution is made after you reach age 59½ or suffer a Disability or your death.

If the distribution does not satisfy these two rules, the portion of the distribution consisting of earnings on your Roth Contributions will be subject to tax.

You can roll over a distribution of the portion of your Account attributable to Roth Contributions including earnings, regardless of whether the above rules are satisfied, to a Roth IRA or another tax qualified plan. However, if your distribution would satisfy these rules, you must choose a direct rollover to preserve the ability for earnings to continue to grow tax-free. In certain circumstances, you may have to satisfy the Five Year Rule again with respect to the Roth IRA or new plan.

REQUIRED MINIMUM DISTRIBUTIONS

You are required by law to receive a required minimum distribution from the Plan, no later than April 1 of the calendar year following the calendar year you reach the Applicable Age or terminate your employment, whichever is later. The "Applicable Age" is age 70½ if you attained that age before January 1, 2020; age 72 if you attained that age before January 1, 2023; age 73 if you attained or will attain that age after December 31, 2022; or age 75 if you will attain that age after December 31, 2032. (Special rules apply if you own more than 5% of the Company.)

Once you start receiving your minimum required distribution, you should receive it at least annually and you should complete the appropriate documentation each year until all assets in your Account are distributed.

ROLLOVER RULES

Generally, if you are entitled to a distribution of your Account, you may elect to roll all or a portion of your distribution over to another eligible retirement plan or an individual retirement account ("IRA"). All distributions are generally eligible for rollover, except for "hardship" distributions, any distributions of your After-Tax Contribution Account, and any required minimum distributions after reaching the Applicable Age. In addition, to elect a rollover, your distributions from the Plan for the year must total, or be expected to total, at least $200. Finally, if you want to roll a portion of your distribution over and receive the balance directly, the portion you roll over must total at least $500.

If you do not elect a direct rollover, the Plan is required by law to deduct 20% of the amount of the distributions to pay federal income taxes and may be required to deduct state taxes. If you die and your spouse is your beneficiary, these rollover rules also apply to your

spouse. Certain non-spouse beneficiaries, including trusts that meet specific requirements, may also be entitled to roll over distributions in a direct trustee-to-trustee transfer to an "inherited IRA." For more information on rollovers, please consult your financial or tax advisor.

Please log on to www.netbenefits.com or call the BMC Software Retirement Service Center at 1-866-546-4424 for more information.

CLAIMS PROCEDURES

If you believe that you are not receiving benefits under the Plan that you believe are due, you should file a written claim for benefits with the Plan Administrator. If the claim is denied, you will receive a written notice within 90 days after the Plan Administrator receives your claim, unless special circumstances require an extension of time for processing the claim. In no event may the initial extension period exceed a period of 90 days.

If your claim is denied, the denial notice will state (i) the reason why the Plan Administrator denied the claim; (ii) specific references to the pertinent Plan provisions on which the denial is based; (iii) a description of any additional information or material which you need to provide in order to have the claim approved and an explanation of why such information or material is necessary; (iv) an explanation of the Plan's claim review procedures; and (v) the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination upon review.

MISCELLANEOUS

Circumstances That May Limit Plan Participation or Benefits

The following conditions may affect your participation in the Plan or the amount of benefits that you will receive from the Plan:

- You can expect the Plan to continue indefinitely. However, the Company may modify, suspend or terminate the Plan if it desires. If the Plan is terminated, Plan contributions will stop.

- The Internal Revenue Code states that the amount of contributions added to your Account annually may not exceed the lesser of (a) $72,000 (for 2026, which may be adjusted in the future for changes in the cost of living), or (b) 100% of your annual compensation. This limitation applies to the combined contributions made under all tax-qualified defined contribution plans.

- Contributions to the Plan must satisfy certain special "non-discrimination" provisions, which are detailed in the Plan. If contributions of highly-paid employees exceed these non-discrimination limits, the excess contributions generally will be distributed to the employees or will be forfeited, if not vested. In addition, if your elective deferrals exceed those non-discrimination limits, you will forfeit the portion of the matching contribution made on your excess elective deferrals.

- If you are divorced or have to pay child support, a court order may require that part or all of your Account be paid to your spouse, former spouse, children, or dependents through a qualified domestic relations order ("QDRO").

- In determining employer contributions to the Plan, if your compensation is greater than $360,000 (for 2026), any amount over that limit will not be counted. This limit is adjusted from time to time by the IRS for cost of living increases.

Claims of Creditors and Qualified Domestic Relations Orders

You cannot assign your Account balance or Plan benefits to anyone else and your Account balance and Plan benefits are generally not subject to claims of creditors. However, the Plan will comply with any qualified domestic relations order ("QDRO") that assigns part or all of your Account balance or Plan benefit to a separated spouse, former spouse or to your dependents. The Plan will also honor Federal tax liens to the extent required by law.

The processing of QDROs for the Plan is generally handled by Fidelity. The Plan has detailed procedures to determine whether a domestic relations order is qualified and how a QDRO will be administered. You and your beneficiaries may request a copy of these procedures, free of charge, by contacting a Fidelity representative at 1-866-546-4424; however, fees do apply for the review and processing of a domestic relations order. Participants who need to process a QDRO should contact Fidelity directly for more information, including a model form domestic relations order.

Top-Heavy Provisions

If the Plan is ever "top-heavy," certain additional provisions will apply. The Plan will be top-heavy if sixty percent (60%) of the funds held in the Plan are used to provide benefits for certain highly-paid employees (defined in the Plan as "key employees"). In years during which the Plan is top-heavy, it is likely that a minimum contribution of three percent (3%) of compensation for the Plan Year will be made for all participants who are not key employees.

Special Rules in Connection with Military Service

The Plan provides for contributions, service credit and other benefits to eligible persons returning to employment after qualified military service, to the extent required by Federal law, including under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act").

If you are rehired following a period of uniformed service that entitles you to rights under USERRA, you will be credited with such service for purposes of determining years of service for vesting purposes. You may also be entitled to make certain "make-up" contributions to the Plan and receive certain matching contributions (if applicable). In addition, if you die while performing "qualified military service," your beneficiaries are entitled to any additional benefits that they would have received if you had died while performing services for the Company. Contact the Plan Administrator for further information if you think you may be eligible for these special benefits.

Amendment and Termination

The Company intends to continue the Plan indefinitely; however, it reserves the right to amend or terminate the Plan in its discretion or as may be required by the Internal Revenue Service. The money that has been contributed to the Plan must be used to provide the benefits described in this summary and may not be returned to a Company except for contributions made as a result of a mistake of fact.

Benefits Are Not Insured

The Plan is a defined contribution plan providing specifically defined levels of contributions. This type of plan is not eligible for benefit insurance through the Pension Benefit Guaranty Corporation ("PBGC"), and no particular dollar level of benefits is guaranteed. All of the contributions are deposited with the Trustee. All payments of Plan benefits are made from the Plan's trust fund.

Your Contact Information

Please inform the Plan Administrator or the Plan's recordkeeper of any changes in your contact information (including home address, e-mail, and phone number) on a regular basis.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

(i) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, formerly known as the Pension and Welfare Benefit Administration.

(ii) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series)

and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

(iii) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

(iv) Obtain a statement telling you the amount of your account balance under the Plan and your vested portion. This statement must be requested in writing and is not required to be given more than once a year. The Plan Administrator must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. For example, if you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if it finds that your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need

assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, at 1-866-444-EBSA (3272) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

BASIC PLAN INFORMATION

Name of Plan:	BMC Software, Inc. Savings and Investment Plan
Primary Sponsor:	BMC Software, Inc. 2103 City West Boulevard Houston, Texas 77042
Employer Identification Number of Primary Sponsor:	74-2126120
Plan Number:	001
Type of Plan:	Defined contribution, 401(k) and ERISA Section 404(c) plan
Type of Administration:	The Plan is administered by a Plan Administrator who is appointed by the Primary Sponsor. Plan funds are held and invested by the Trustee. The Plan and trust allow for the appointment of an investment manager, who may be entrusted with the investment of the Plan funds. The Plan and trust also allow for the direction of investments by an investment committee. The Plan Administrator may take any corrective action to comply with applicable law, including under the Employee Plans Compliance Resolution System offered through the IRS.
Plan Administrator:	BMC Software, Inc. Benefits Committee 2103 City West Boulevard Houston, Texas 77042 Telephone Number - (713) 918-8800 The Plan is administered pursuant to the provisions of the Plan documents.

Trustee:	Fidelity Management Trust Company 82 Devonshire Street Boston, Massachusetts 02109
Agent for Service of Legal Process:	The Primary Sponsor, the Plan Administrator or the Trustee. Process may be served at the addresses specified above.
Plan Year:	The calendar year
Other Employers:	A complete list of all employers that have adopted the Plan can be obtained upon written request to the Plan Administrator and is available for inspection at the office of the Plan Administrator.

PLAN INTERPRETATION

THE PLAN ADMINISTRATOR WILL HAVE THE DISCRETIONARY AUTHORITY TO DETERMINE ELIGIBILITY FOR BENEFITS AND TO CONSTRUE ALL TERMS OF THE PLAN, AND ANY DETERMINATION OR CONSTRUCTION MADE BY THE PLAN ADMINISTRATOR WILL BE FINAL AND BINDING. THIS BOOKLET IS ONLY A SUMMARY OF THE PLAN. IN THE CASE OF ANY CONFLICT BETWEEN THE CONTENT OF THIS BOOKLET AND THE CONTENT OF THE PLAN OR THE RELATED TRUST AGREEMENT, THE TERMS OF THE PLAN OR THE TRUST AGREEMENT WILL CONTROL. IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN AFTER READING THIS BOOKLET, OR IF YOU CARE TO REVIEW THE PLAN AND THE RELATED DOCUMENTS, CONTACT THE PLAN ADMINISTRATOR. COPIES OF THE PLAN, THE TRUST AGREEMENT AND FINANCIAL REPORTS ARE ON FILE WITH THE PLAN ADMINISTRATOR.

APPENDIX A

Special Provisions for Former Participants in the Compuware Corporation 401(k) Plan

The Compuware Corporation 401(k) Plan (the "Compuware Plan") was merged into the BMC Software, Inc. Savings and Investment Plan, (the "BMC Plan") effective as of the close of business on December 31, 2020 (the "Merger Date"). At that time, your account balance under the Compuware Plan was transferred over to the BMC Plan. Participants in the Compuware Plan became Eligible Employees under the BMC Plan effective January 1, 2021.

This Appendix A summarizes special rules applicable to accounts transferred to the BMC Plan from the Compuware Plan. Except as expressly provided in this Appendix A, the general terms and conditions of the BMC Plan will apply.

Compuware Merger Account

Your contributions under the Compuware Plan (and its predecessor plans) prior to the Merger Date are held in your Compuware Merger Account. Your Compuware Merger account contains the following five subaccounts:

- ***Compuware Contribution Account –*** Your employer contributions (other than matching contributions) accrued under the Compuware Plan prior to the Merger Date are held in your Compuware Contribution Account.

- ***Compuware Matching Account –*** Your employer matching contributions accrued under the Compuware Plan prior to the Merger Date are held in your Compuware Matching Account.

- ***Compuware Merged Plan Account –*** Contributions previously held in your merged plan account under the Compuware Plan prior to the Merger Date are held in your Compuware Merged Plan Account.

- ***Compuware Rollover Account –*** Your rollover contributions held under the Compuware Plan prior to the Merger Date are held in your Compuware Rollover Account.

- ***Compuware After-Tax Account –*** Your after-tax contributions held under the Compuware Plan prior to the Merger Date are held in your Compuware After-Tax Account.

Vesting

If you were fully vested in your account under the Compuware Plan as of the Merger Date, you remained fully vested following the merger. If you were not fully vested in your account under the Compuware Plan prior to the Merger Date, your Compuware Matching Account and Compuware Contribution Account will vest as follows:

(i) Compuware Matching Account:

Service Earned Before January 1, 2017:

Full Years of Vesting Service	Percentage Vested
Less than 3	0%
3 or more years	100%

Service Earned After December 31, 2016:

Percent Vested in Post-2016 Matching Contribution Account
100%

(ii) Compuware Contribution Account:

Full Years of Vesting Service	Percentage Vested
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

All new contributions made after the Merger Date are subject to the BMC Plan's vesting requirements.

Service Crediting

Your prior service with Compuware (or any other employer for whom the Compuware Plan recognized prior service) will be recognized and credited under the BMC Plan.

Withdrawals During Employment

In addition to the in-service withdrawal options generally available under the BMC Plan, if your transferred accounts contain vested amounts in a Compuware Contribution Account, Compuware Matching Account, Compuware Rollover Account, Compuware After-Tax Account, or Compuware Merged Plan Account, you may also take distributions based on your vested balance in such accounts if you have reached age 55 and completed 10 years as a participant, provided that such account does not hold former pre-tax, Roth, or money purchase plan contributions.

Additionally, if your transferred accounts contain vested amounts in a Compuware Contribution Account or Compuware Matching Account, you may receive payment of a single lump-sum distribution of all or part of the vested balance in your Compuware Contribution Account or Compuware Matching Account which have been allocated before the Merger Date to such account under the Compuware Plan (as applicable) for at least two years prior to the date of the distribution.

Distributions Following Separation From Service

In addition to the forms of distribution generally available under the BMC Plan, if you have vested Compuware Merged Plan Accounts attributable to assets transferred from a money purchase pension plan, or specifically attributable to amounts from a Money Purchase Pension Plan Account under the Systems & Programming Consultants, Inc. Stock Bonus Plan and Trust, or a Pension Account under the CSA Employees' Retirement Plan, you have the following additional distributions options with respect to such accounts upon a distribution event:

- Qualified Joint & Survivor Annuity ("QJSA") – Unless you select an optional form of benefit in the 90-day period prior to your starting date, your vested eligible Compuware Merged Plan Account will be paid in the form of a QJSA if you are married, or in the form of a lifetime annuity if you are unmarried.

- Qualified Preretirement Survivor Annuity ("QPSA") – If you die prior to your starting date, your vested eligible Compuware Merged Plan Account will be applied toward the purchase of an annuity for the life of your surviving spouse (a "qualified preretirement survivor annuity" or "QPSA"), unless you elect an optional form of benefit in the 90-day period prior to your starting date or designate a beneficiary other than your surviving spouse. Alternatively, your surviving spouse may direct in writing another time or form of benefit payment permitted under the BMC Plan within a reasonable period of time after your death.

For these purposes, "starting date" means the first day of the first period for which an amount is paid as an annuity or, in the case of a benefit not payable in the form of an annuity, the date all events have occurred which entitle you to a benefit under the Plan (e.g., submitting a proper application).

If your benefit is payable as a QJSA, the Plan Administrator will provide, at least 30 days and no more than 90 days prior to your starting date, a written explanation of: (i) the terms and conditions of a QJSA; (ii) your right to make and the effect of an election to waive the QJSA form of benefit; (iii) the rights of your spouse; and (iv) your right to make and the effect of a revocation of a previous election to waive the QJSA. You may, with the written notarized consent of your spouse (if any), waive the 30-day notification and election periods if the distribution commences more than seven days after the written information is provided to you; provided that you can still revoke any affirmative distribution election until the later of your starting date and the end of the seven-day period beginning the day after receipt of the explanation described above.

If your benefit is payable as a QPSA, the Plan Administrator will provide a written explanation of the QPSA in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements above applicable to a QJSA. The written explanation will be provided within whichever of the following periods ends last: (i) the period beginning on the first day of the Plan Year in which you attain age 32 and ending with the close of the Plan Year preceding the Plan Year in which you attain age 35; (ii) a reasonable period after you become a Participant; (iii) a reasonable period after the Plan ceases to fully subsidize the cost of the survivor annuity; (iv) a reasonable period after these provisions begin to apply to you; and (v) a reasonable period after your termination of employment if you terminate before attaining age 35.

Notwithstanding any contrary provisions, the notice requirements set forth above regarding QJSAs and QPSAs need not be given if the QJSA or QPSA, as applicable, cannot be waived (or another benefit or beneficiary selected) and if the BMC Plan fully subsidizes the costs of such benefit. For these purposes, the BMC Plan is considered to fully subsidize the costs of a benefit if the failure to waive such benefit (i) would not result in a decrease in your benefits and (ii) would not result in your making increased contributions.