SOFTWARE AS A SERVICE AGREEMENT

IMPORTANT – YOU SHOULD CAREFULLY READ THESE TERMS OF SERVICE (THE "AGREEMENT") BEFORE USING OR ACCESSING THE BLAZEMETER CONTINUOUS TESTING PLATFORM SERVICE (THE "SERVICE") PROVIDED BY PERFORCE SOFTWARE, INC. ("PERFORCE"), A DELAWARE CORPORATION, AVAILABLE THROUGH PERFORCE'S WEBSITE LOCATED AT https://www.blazemeter.com. BY ACCESSING THE SERVICE FOR PERSONAL USE, THIS AGREEMENT APPLIES TO AND BINDS YOU PERSONALLY. IF YOU ARE ACCESSING THE SERVICE AS PART OF YOUR WORK FOR AN ORGANIZATION, THIS AGREEMENT APPLIES TO AND BINDS SUCH ORGANIZATION AND THE PERSONS ACCESSING THE SERVICE ON BEHALF OF THE ORGANIZATION. AS USED IN THIS AGREEMENT, "CUSTOMER" WILL REFER TO THE PERSON, ORGANIZATION, AND THE PERSONS ACCESSING THE SERVICE ON BEHALF OF THE ORGANIZATION. BY ACCESSING OR USING THE SERVICE, YOU, AND THE ORGANIZATION, AS APPLICABLE, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU SHALL NOT ACCESS OR USE THE SERVICE.

1. **Definitions**. As used in this Agreement, the following terms shall be defined as follows:

    (a) **"Affiliate"** means a natural person or entity that directly or indirectly, controls or is controlled by or is under common control with a Party.

    (b) **"Documentation"** means the standard written and published materials regarding the Subscription Services accessible via Welcome to BlazeMeter Docs, as may be updated from time-to-time.

    (c) **"Feedback"** means any suggestion, enhancement, request, recommendation, correction, or other feedback provided by Customer or its authorized users relating to the use of the Subscription Services.

    (d) **"Intellectual Property Rights"** means any patent, patent applications, trade secret, trademark, copyright, industrial design, or any other intellectual property right registered or unregistered in any country throughout the world, and all related goodwill.

    (e) **"Malicious Code"** means any viruses, worms, spyware, poison pills, time bombs, backdoors, drop dead dates or other destructive or disabling devices that are intended to do harm to computing systems.

    (f) **"Open Source Software"** means the software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

    (g) **"Order"** means the document by which the Subscription Services, and, if applicable, Professional Services (including a Statement of Work and Quotes) are acquired by the Customer. The Order, and any subsequent Orders, as the same may be amended from time to time, shall be governed by the terms and conditions of this Agreement and are incorporated into this Agreement by reference.

    (h) **"Organization Data"** means any proprietary, confidential and/or personal data, regarding or related to Customer or its Affiliates, that Perforce may be exposed to throughout the performance of this Agreement, or that may be generated or processed in connection with Customer's or its Affiliate's use of the Subscription Services.

    (i) **"Professional Services"** means any integration, configuration, training, consulting, or customized services offered by Perforce, or its designated subcontractors, related to the Subscription Services, as more fully described in a Statement of Work.

    (j) **"Software"** means Perforce's proprietary software applications in object code form.

    (k) **"Statement of Work"** means a document describing Professional Services to be provided by Perforce to Customer. For purposes of this Agreement, a Statement of Work shall constitute an Order.

    (l) **"Subscription Services"** means the products and services purchased by Customer pursuant to this Agreement on a subscription basis as identified on each Order which includes, but is not limited to, the Software, Support and Maintenance, the Documentation, or any part thereof.

    (m) **"Subscription Term"** means the period identified on each Order during which Perforce has committed to provide, and Customer has committed to pay for, the Subscription Services.

2. **License**. In consideration of the payment of all fees set forth in the Order, and subject to Customer's compliance with Customer's undertakings contained herein, Perforce hereby grants during each Subscription Term, and Customer hereby accepts on behalf of each of its authorized users of the Subscription Services, solely for its internal use, a non-exclusive, non-transferable, non-sublicensable, revocable, non-assignable (except as otherwise provided in Section 15(c) herein) limited license to access the Subscription Services (collectively the "**License**").

3. **Support and Maintenance**. The technical support and maintenance services for the Subscription Services ("**Support and Maintenance**") are included during the Subscription Term as part of the fees paid by Customer to Perforce for the Subscription Services, and the Support and Maintenance will be performed in accordance with the service levels as set forth in the SaaS Listing attached to this Agreement as Exhibit A. Perforce may update its terms of Support and Maintenance, and the SaaS Listing, from time to time, so long as the Subscription Services functionality and service levels are not materially diminished.

4. **Professional Services**. Perforce may provide Customer with Professional Services either on an hourly basis or by way of "Service Packages," at Perforce's discretion, in each case at the then-applicable fees and pursuant to a mutually agreed upon Statement of Work and Order. Customer is responsible for travel and expenses incurred by Customer or Perforce in connection with the performance of any Professional Services.

5. **Additional Purchases**. If Customer elects to purchase additional Subscription Services, Professional Services, or any other services, as may be agreed upon from time to time by the Parties, the Parties will execute additional Orders, and Statements of Work, as applicable. Any such additional Orders, and Statements of Work, if applicable, will be made a part of and be incorporated into this Agreement.

6. **Future Functionality**. Customer acknowledges that any purchase of Subscription Services hereunder is not contingent upon (a) the delivery of any new or modified functionality or features that are not available to Perforce's customers as of the Effective Date, or (b) any oral or written public comments, statements or representations made by Perforce regarding any such new or modified future functionality or features.

7. **Customer Feedback**. Any Feedback is and shall be given voluntarily. Customer hereby grants to Perforce an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense, to use and incorporate into its products and services any Feedback and to disclose, reproduce, distribute, and otherwise exploit the Feedback without attribution to Customer. Feedback, even if designated as confidential, shall not create any confidentiality obligation hereunder.

8. **Affiliates**. Customer's Affiliates may purchase the Subscription Services under this Agreement provided such Affiliate (i) agrees to be bound by the terms and conditions contained herein and (ii) executes an Order. Any Order by an Affiliate does not relieve the Customer of its obligations under this Agreement.

9. **Scope of Rights; Restrictions on Use**.

   (a) Scope. This Agreement confers no title or ownership and is not a sale of any rights in the Subscription Services and Professional Services. All rights not expressly granted to Customer are reserved solely to Perforce, its Affiliates and/or its licensors. Nothing herein should be construed as granting Customer, by implication, estoppel, or otherwise, a license relating to the Subscription Services and Professional Services other than as expressly stated in this Agreement.

   (b) Restrictions. Pursuant to the License granted hereunder, Customer's authorized users may only use the Subscription Services within Customer's organization. Customer agrees that Customer will not (i) reverse engineer, disassemble, decompile or attempt to derive the architecture or design, or any source code contained in the Subscription Services, (ii) modify the Subscription Services, (iii) otherwise translate or use the Subscription Services except as specifically allowed by this Agreement, or allow any person or entity (whether with or without consideration) the right to do any of the foregoing, (iv) sublicense, transfer, and/or assign (except as otherwise expressly provided herein) the Subscription Services to any third party, whether with or without consideration, (v) render any services to third parties using the Subscription Services, (vi) remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Subscription Services, (vii) allow any third parties to use the Subscription Services (except as otherwise expressly provided herein), or (viii) interfere with, burden or disrupt the Subscription Service functionality. Customer may not make any copies of the Subscription Services or any portions thereof.

   (c) CUSTOMER MAY NOT USE THE SUBSCRIPTION SERVICES FOR, OR IN CONJUNCTION WITH, ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY LAW APPLICABLE IN THE JURISDICTIONS WHERE CUSTOMER ENGAGES IN ACTIVITY OR BUSINESS, INCLUDING ANY APPLICABLE LAWS AND REGULATIONS GOVERNING PRIVACY, DEFAMATION, UNLAWFUL DISCRIMINATION, MASS EMAIL AND SPAM, CONSUMER PROTECTION, UNFAIR COMPETITION, AND FALSE ADVERTISING. CUSTOMER MAY NOT USE THE SUBSCRIPTION SERVICE FOR, OR IN CONNECTION WITH, ANY ACTIVITY THAT MAY BE DEEMED, OR ENCOURAGE ACTIVITY THAT MAY BE DEEMED THREATENING, HARASSING, MISLEADING, DECEPTIVE, ABUSIVE, VULGAR, OBSCENE OR PORNOGRAPHIC. PERFORCE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SUBSCRIPTION SERVICES. PERFORCE

MAY TERMINATE THE AGREEMENT WITHOUT PRIOR NOTICE AND AT ITS SOLE DISCRETION, IF PERFORCE DEEMS CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES TO BE FRAUDULENT, ABUSIVE OR IN VIOLATION OF THIS SECTION 9(c).

(d) <u>Affiliates</u>. Notwithstanding anything to the contrary herein, the rights granted to Customer hereunder may be exercised by Customer's Affiliates, provided that Customer shall remain responsible at all times for such Affiliates' adherence to all applicable terms and conditions of this Agreement and shall be primarily liable for any breach of this Agreement by such Affiliate.

10. **Proprietary Rights, Confidentiality, and Privacy**.

(a) <u>Subscription Services, Professional Services, and Derivative Works</u>. Perforce (or its licensors, as applicable) will retain all title to and ownership of the Subscription Services, Professional Services, and all related concepts, technical know-how, and all modifications, customizations, revisions, bug fixes, enhancements, improvements and derivative works, including all Intellectual Property Rights (collectively, the "**Derivative Works**"), which were developed by Perforce or anyone else, including Customer, and, except for the expressed limited license granted hereunder, Customer shall have no rights in or claims with respect thereto. Derivative Works do not include scripts and APIs developed by Perforce specifically for Customer. Customer shall have all right, title, and ownership in and to any scripts and APIs specifically developed by Perforce for Customer as part of the Professional Services as documented in the applicable Statement of Work. To the extent it shall be determined that Customer has any right in connection with the Subscription Services, Professional Services, or Derivative Works other than the limited specific license hereunder, Customer hereby irrevocably (i) assigns to Perforce, whenever and in perpetuity, any right, title and interest, whether now existing or later arising, that Customer may have in or to the Subscription Services, Professional Services, Derivative Works, and/or related Intellectual Property Rights, and (ii) agrees to take any lawful action that Perforce reasonably requests to vest or protect our right, title and interest therein (at Customer's sole cost).

(b) <u>Confidential Information</u>.

(i) <u>General</u>. Each Party agrees that all inventions, know-how, engineering, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing Party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Notwithstanding the foregoing marking requirements, the Subscription Services, training materials, technical information and other code or data of any type provided by Perforce (or its agents), the pricing offered by Perforce to Customer, and this Agreement's terms and conditions are Perforce Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

(ii) <u>Exclusions</u>. The Receiving Party's nondisclosure obligation will not apply to information that the Receiving Party can document (1) was rightfully in its possession or known to it prior to receipt of the Confidential Information, (2) is or has become public knowledge through no fault of the Receiving Party, (3) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation, or (4) is independently developed by employees or contractors of the Receiving Party who had no access to the Disclosing Party's Confidential Information.

(iii) <u>Use and Disclosure Restrictions</u>. Neither Party will use the other Party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and contractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but, in no event, less than the efforts that such Party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party (1) pursuant to the order or requirement of a court, administrative agency or tribunal or other governmental body, provided that the Party required to make such a disclosure gives reasonable written notice to the other Party to contest such order or requirement, unless such Party is legally prevented to provide notice to the other Party and (2) on a confidential basis to its legal or financial advisors. In addition, each Party may disclose the terms and conditions of this Agreement as required under applicable securities laws, but such Party will use all reasonable efforts to obtain confidential treatment to the maximum extent possible for the terms and conditions of this Agreement.

(c) <u>Privacy</u>. Perforce will comply with the terms of its Privacy Policy located at https://www.perforce.com/privacy-policy, as may be modified from time-to-time. Customer acknowledges and agrees that Perforce may use Organization Data for the following purposes:

(i) To provide Customer with the Subscription Services, to improve and customize Customer's experience with the Subscription Services, to provide Customer with Support and Maintenance, to handle Customer inquiries, and to send Customer related recommendations and suggestions; and

(ii) To collect fees, conduct administrative activities necessary to maintain and provide the Subscription Services, enforce this Agreement, to take any action in any case of dispute, or legal proceeding of any kind involving Customer, with respect to the Agreement, and to prevent fraud, misappropriation, infringements and other illegal activities and misuse of the Subscription Services.

11. **Generative Artificial Intelligence Features ("Gen-AI").**

(a) <u>Terms Applicable to Gen-AI</u>. The terms in this <u>Section 11</u> govern the use of Gen-AI features available in the Subscription Services and are intended to describe the ways in which Customer data may be used by the Gen-AI tools.

(b) <u>Optional Features</u>. Customer's use of Gen-AI features in the Subscription Service is optional and Customer may opt out.

(c) <u>Gen-AI Inputs and Outputs, Rights and Use</u>.

(i) <u>Rights to Gen-AI Inputs</u>. The Subscription Services may use Gen-AI features which allow Customer to input or upload content, such as human readable text, computer coding language functions and expressions, user prompts, test data, output parameters or other information (collectively, "**Input**"). Input may include Organization Data to the extent Customer inputs or uploads such data into the Subscription Services. Except for Organization Data necessary to create an account to use the Subscription Services, Customer represents and warrants that it will only input or upload non-production test data into the Subscription Services and will comply with Section 11 (c)(vi) below. The Input expressly excludes Perforce Software, Perforce Subscription Services, and other Perforce proprietary, confidential and business data. Subject to the Agreement, specifically including this <u>Section 11</u>, and to the extent it does not include Perforce Software, Perforce Subscription Services, and/or other Perforce proprietary, confidential or other business data, Customer retains all rights, title, and interest, including any intellectual property rights, in and to its Inputs. Customer, on behalf of itself and its Affiliates, represents and warrants that is has all rights, and has provided any notices and obtained any consents, that are necessary for Perforce to process any Inputs Customer submits to the Subscription Services. Customer, on behalf of itself and its Affiliates, also represents and warrants that its submission of Inputs to Perforce will not violate the Agreement, specifically including this <u>Section 11</u>, or any laws applicable to those Inputs, including intellectual property laws and any privacy or data protection laws governing personal information contained in Customer's Inputs.

(ii) <u>Rights to Gen-AI Outputs</u>. The Subscription Services may use Gen-AI features which combine the Input with Perforce proprietary prompts to generate a response, such as test data or other human and machine-readable text ("**Output**"). Subject to the Agreement specifically including this <u>Section 11</u>, and to the extent it does not contain Perforce Software, Perforce Subscription Services, and/or other Perforce proprietary, confidential and business data, Outputs are the property of the Customer.

(iii) <u>Suitability of Outputs</u>. Use of Gen-AI features may produce Output that may not be unique and other users of Gen-AI features may generate the same or similar Output. The Output may not be protectable by Intellectual Property Rights. Perforce makes no representations or warranties with respect to the accuracy of any Outputs. Customer should not rely on any Outputs without independently confirming their accuracy. Outputs may contain material inaccuracies even if they appear accurate because of their level of detail or specificity, and may not reflect correct, current, or complete information.

(iv) <u>Limits on Subscription Services using Gen-AI Features</u>. The Gen-AI features, Input, and Output must be used in accordance with the Agreement and this <u>Section 11</u>, which may be modified from time to time. Perforce reserves the right to throttle, limit, disable, suspend, or terminate Customer's right to use or access the Gen-AI features at any time in our sole discretion after prior notice to Customer. Perforce may automatically block Customer Input, in its sole discretion, if Perforce believes it violates the rights of a third party, applicable law, or the Agreement, specifically including this <u>Section 11</u>.

(v) <u>Perforce's Use of Inputs and Outputs</u>. Subject to and consistent with the Agreement, specifically including this <u>Section 11</u>, Customer, on behalf of itself and its Affiliates, acknowledges that its Input will be processed by the Subscription Services. By using the Subscription Services, Customer consents to the use of its Inputs and Outputs for various purposes, including to improve and customize Customer's experience with the Subscription Services, to provide Customer with Support and Maintenance, to handle Customer inquiries, to send Customer related recommendations and suggestions, to check for compliance with the Agreement, and to detect fraud or other malicious activity. Perforce will

employ robust measures to safeguard Inputs and Outputs. The foregoing language is not intended to limit Perforce's use of Organization Data as set forth in the Agreement.

    (vi)   <u>Customer's Use of Inputs and Outputs</u>. Subject to and consistent with the Agreement and this <u>Section 11</u>, Customer, on behalf of itself and its Affiliates, agrees not to submit any Input that (1) includes materials protected by third-party Intellectual Property Rights, unless Customer has sufficient rights in such materials, (2) is intended to generate Output that is substantially similar to a third party's copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless Customer has sufficient rights in such work, (3) contains personal information unless Customer complies with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required, (4) violates applicable law, or (5) violates the Agreement or this section. Customer, on behalf of itself and its Affiliates, agrees not to use any Output from Gen-AI features to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

    (vii)   <u>Third Party Use of Inputs and Outputs</u>. As a part of providing the Subscription Services with Gen-AI features, certain Inputs may be submitted to a third party that implements Gen-AI functionality to generate a response. The use of Inputs and Outputs by a third party may be subject to applicable third-party terms which may, for example, provide for the logging of Inputs and Outputs to detect and mitigate harmful use of the third-party service, or for debugging purposes in the event of a failure. Notwithstanding limitations on the use of Organization Data or Confidential Information in the Agreement, Customer, on behalf of itself and its Affiliates, expressly agrees that Perforce may share Inputs, which may include Organization Data and/or Customer's Confidential Information) depending on the Customer's Input) with a third-party Gen-AI service consistent with the above provisions.

12. **Fees; Payment Terms; Taxes**.

    (a)   <u>Fees; Payment Terms</u>. Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order (i) all recurring payment obligations start from the receipt of the Order, (ii) when the Order is placed directly with Perforce, fees must be paid within thirty (30) days after the invoice date, (iii) upon the expiration of each Subscription Term, the fees for the Subscription Services will be Perforce's then-current commercial list price for such Subscription Services, and (iv) interest accrues on past due balances at the highest rate allowed by applicable law. Failure to make timely payments is a material breach of the Agreement and Perforce will be entitled to suspend any or all its performance obligations hereunder and to modify the payment terms, including requiring full payment before Perforce performs any obligations in this Agreement. Customer acknowledges and agrees that it will reimburse Perforce for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Perforce hereunder that are not under good faith dispute by the Customer.

    (b)   <u>Taxes</u>. All fees due and other charges stated herein are exclusive of and do not include any sales, use, value-added, or other taxes, charges and/or duties, which shall be Customer's responsibility. Taxes based on Perforce's net income or gross receipts shall be Perforce's responsibility.

13. **Limited Warranty, Limitation of Liability, and Indemnification**.

    (a)   <u>Limited Warranty</u>. Perforce represents and warrants to Customer during any Subscription Term that (i) Perforce is the sole owner of the Subscription Services and has all the necessary rights thereto to license the Subscription Services to Customer as contemplated hereunder, (ii) the Subscription Services shall materially conform to the applicable Documentation, and (iii) the Subscription Services will not contain Malicious Code.

    (b)   <u>Limitations on Limited Warranty</u>. THE FOREGOING LIMITED WARRANTY DOES NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ALL OR ANY PART OF THE SUBSCRIPTION SERVICES RESULTING FROM (I) USE OF THE SUBSCRIPTION SERVICES OTHER THAN AS SPECIFIED IN THE APPLICABLE DOCUMENTATION, (II) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE SUBSCRIPTION SERVICES PERFORMED BY ANYONE OTHER THAN PERFORCE OR UPON PERFORCE'S WRITTEN AUTHORIZATION, OR (III) ANY UNAUTHORIZED COMBINATION OR INTERFACING OF THE SUBSCRIPTION SERVICES WITH OTHER HARDWARE OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL PERFORCE BE IN BREACH OF THE WARRANTY SET FORTH IN <u>SECTION 13(a)(iii)</u>, IF, AT THE TIME ANY MALICIOUS CODE WAS INTRODUCED INTO THE SUBSCRIPTION SERVICES, PERFORCE EMPLOYED COMMERCIALLY REASONABLE MEASURES, CONSISTENT WITH THE STANDARDS OF ITS INDUSTRY, TO DETECT SUCH MALICIOUS CODE IN ORDER TO PREVENT ITS INTRODUCTION INTO THE SUBSCRIPTION SERVICES. Customer's sole and exclusive remedy for breach of the warranties set forth in <u>Section 13(a)</u> shall be that Perforce, at Perforce's sole discretion, will either (1) repair, replace or provide a reasonable workaround for the defective and/or non-conforming portion of the Subscription Services within thirty (30) days after receiving written notice of the breach of the warranty that describes in detail the specific nature of the defect and/or non-conformity, or (2) refund all amounts paid by Customer for such Subscription Services (after deducting amounts paid for actual use of the Subscription Services by Customer). To claim the benefit of this warranty, Customer must give

Perforce written notice of any breach of the warranty (as aforesaid) within thirty (30) days of the occurrence of the alleged breach.

(c) <u>Professional Services Warranty</u>. All employees of Perforce performing Professional Services hereunder will have the requisite skill and training to perform Perforce's obligations in a good and workmanlike manner consistent with professional standards in Perforce's industry. Customer's sole and exclusive remedy for any breach of the foregoing Professional Services warranty shall be, at Perforce's option, re-performance of the non-conforming Professional Services one time, or a refund of all prepaid fees paid by Customer for the applicable non-conforming Professional Services. Perforce's warranty obligations under this <u>Section 13(c)</u> are conditioned upon Customer providing Perforce with a detailed written notice of any claimed breach of the warranty within thirty (30) days of occurrence of the alleged breach.

(d) <u>Open-Source Software</u>. The Subscription Services may include Open-Source Software, a list of which is provided at https://www.blazemeter.com/third-party-licences/. Open-Source Software is governed solely by the applicable open-source licensing terms, if any, and is provided "AS IS." Perforce provides no warranty specifically related to any Open-Source Software or any applicable Open-Source Software licensing terms. The foregoing language is not intended to limit Perforce's warranty obligation for the Subscription Services set forth in <u>Section 13(a)</u>.

(e) <u>Customer Warranties</u>. Customer represents and warrants that its (and its users') access to and collection, use, relocation, storage, disclosure and disposition of Organization Data shall comply with all applicable laws, including without limitation all privacy and data security laws.

(f) <u>Mutual Representations and Warranties</u>. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the applicable laws of the state of its incorporation or formation, (ii) it has the right and full power and authority to enter into this Agreement, (iii) it will comply, at all times, with all applicable laws, including (without limitation) any such applicable laws that may govern the disposal of the mobile devices, and (iv) when on the other Party's physical premises, it will comply with the other Party's communicated policies in relation to its conduct at such premises, to the extent such policies do not conflict with the terms of this Agreement.

(g) <u>Exclusions</u>. PERFORCE, ITS AFFILIATES, AND ITS THIRD PARTY PRODUCT LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, ORAL OR IN WRITING, WITH RESPECT TO THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND THIRD PARTY PRODUCTS EXCEPT AS SET FORTH IN THIS <u>SECTION 13</u>, INCLUDING NON-INFRINGEMENT, CONDITION, QUALITY, THEFT OR DESTRUCTION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

(h) <u>Limitation of Liability</u>. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION, A PARTY'S INDEMNIFICATION OBLIGATIONS, AND CLAIMS BASED ON A PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT SHALL EXCEED THE AMOUNT PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (E.G., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION, A PARTY'S INDEMNIFICATION OBLIGATION, AND CLAIMS BASED ON A PARTY'S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, OR PERFORCE'S SUPPLIERS OR LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION, OR LOSS OF DATA OR USE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LIABILITY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

(i) <u>Indemnification</u>. Perforce agrees to defend or settle, at its expense, any third-party claims alleging that the Customer and its directors, officers, employees, independent contractors, and/or Affiliates' (collectively, the "**Indemnified Party**") use of the Subscription Services infringes and/or misappropriates any (i) issued patent, (ii) registered trademark, (iii) registered copyright, (iv) trade secret, and/or (v) other intellectual property right. In connection with the foregoing defense, Perforce shall indemnify the Indemnified Party against all damages finally awarded against Customer in a final judgment or settlement of any of the foregoing claims that are specifically attributable to such suit or action. The Indemnified Party shall give Perforce prompt written notice of any such third-party claim; *provided however*, that the Indemnified Party's failure to do so shall not reduce or diminish Perforce's obligations hereunder except to the extent Perforce has been adversely affected or prejudiced by such failure. Perforce shall have no obligation under this <u>Section 13(i)</u> as to any claim, unless Perforce will

have sole control of its defense or settlement of any third-party claim hereunder, provided however, that Perforce shall not, without the Indemnified Party's prior written consent, settle any claim in a manner that admits liability on the part of the Indemnified Party. The Indemnified Party shall reasonably cooperate with Perforce (at Perforce's expense) in the defense as Perforce may reasonably request (it being understood that nothing herein shall preclude the Indemnified Party from consulting with its own counsel at its own expense). If Customer is, or Perforce believes it may become, prohibited from continued use of the Subscription Services by reason of an actual or anticipated claim of infringement, Perforce shall, at its option and expense, (1) obtain for Customer the right to continue using the Subscription Services, (2) replace or modify the Subscription Services so that they are no longer subject to such claim, but performs the same functions in an equivalent manner, and (3) if neither of the foregoing options are commercially practicable, terminate this Agreement and/or applicable Orders and refund to Customer a prorated portion of any pre-paid fees paid by Customer as of the date of termination of the Subscription Services subject to the claim, in which case Customer will cease use of the Subscription Services and return to Perforce the Subscription Services subject to such claim. The indemnification set forth in this Section 13(i) does not apply to the extent of Customer's negligence, abuse or misapplication of the Subscription Services; use of the Subscription Services other than as specified in the applicable Documentation; any alterations, modifications or adaptations of the Subscription Services performed by anyone other than Perforce; any unauthorized combination or interfacing of the Subscription Services with other hardware or software; or other causes beyond the reasonable control of Perforce.

THIS SECTION 13 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

14. **Term and Termination**.

(a) Agreement Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as provided in this Section 14.

(b) Subscription Term(s). Each Order will terminate at the end of the Subscription Term identified therein, unless earlier terminated as provided in this Section 14. The Subscription Term shall be automatically renewed for additional periods of the same duration as the initial Subscription Term, unless either party requests termination at least sixty (60) days prior to the end of the then-current term. For any renewal of a Subscription Term, Perforce reserves the right to increase the fees charged for Subscription Services that were charged in the prior, expiring Subscription Term (which such increase will not consider any transaction incentives included on a prior order).

(c) Termination for Convenience. Either party may terminate this Agreement, and/or any Order, for convenience; *provided, however*, that Customer shall not be entitled to any refund of any prepaid fees and any unpaid fees for any committed Subscription Term shall become immediately due and payable.

(d) Termination for Cause. Either Party may terminate this Agreement immediately if the other Party materially breaches or otherwise fails to comply with any material provision of this Agreement and such breach or failure is not cured within thirty (30) days after written notice of such breach or failure. Either Party will have the right to terminate this Agreement and all Orders effective immediately if (i) a petition of bankruptcy is granted against the other Party, (ii) the other Party makes an assignment for the benefit of creditors, (iii) the other Party admits to being unable to meet its obligations as they come due, or (iv) a petition of bankruptcy is filed by or against the other Party and if such petition is not dismissed by the bankruptcy court within 60 days after its filing. A Party's intent to terminate this Agreement and all Orders under this Section 14(d) will be made by a written notice to the other Party.

(e) Effect of Termination. If an Order is still in effect at the time of expiration of this Agreement, then the terms and conditions contained in this Agreement and the relevant Order (including all Licenses granted by Perforce thereunder) shall continue to govern the outstanding Order until the end of the applicable Subscription Term for such Order. However, if the Agreement is terminated prior to its natural expiration, then all outstanding Orders (and all Licenses granted by Perforce thereunder) shall immediately terminate as of the Agreement termination date, unless otherwise agreed by the Parties in writing. Customer shall immediately return to Perforce any Subscription Services in Customer's possession. Within thirty (30) days following the termination of this Agreement for any reason, each Party shall return or destroy, as requested by the other Party in writing, any Confidential Information of the other Party. Each Party agrees to certify its compliance with the foregoing undertakings upon a Party's request and such certification will be in writing. Termination shall be without prejudice to the rights and remedies of either Party that may have accrued prior to such termination. For the avoidance of doubt, and except in the case of breach of this Agreement by Perforce, Customer shall not be entitled to a refund of any prepaid fees upon termination or expiration of the Agreement, and Perforce will not release Customer from its obligations to pay Perforce all fees that have accrued under this Agreement prior to its termination.

(f) Survival. Any provision of this Agreement that expressly, by implication or necessity, contemplates performance or observance after the termination or expiration of this Agreement will survive termination or expiration of the Agreement and will continue in full force and effect, including any outstanding payment obligations.

15. **Miscellaneous**.

(a) This Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of Customer's country of origin or where Customer uses the Subscription Services from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Delaware. Any dispute, claim or controversy arising out of, connected with, or relating to this Agreement, the Subscription Services, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of a competent court located in the State of Delaware. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.

(b) Neither Party shall disclose the existence of this Agreement, its terms, or conditions, the occurrence of discussions under this Agreement, or the business relationship considered by the Parties hereunder, unless agreed in writing by the other Party. Neither Party shall issue publicity or general marketing communications concerning the other Party without the other Party's prior written approval.

(c) Neither Party may assign this Agreement, in whole or in part without the express written consent of the other Party, except for an assignment carried out as part of a merger, restructuring, or reorganization, or as a sale or transfer of all or substantially all of a Party's assets. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective heirs, legal representatives, permitted successors and permitted assigns.

(d) Except for Customer's obligation to pay monies due and owing, neither Party shall be liable to the other Party for any delay or failure in the performance of its obligations under this Agreement if such delay or failure arises from any cause or causes beyond the control of such Party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, an act of civil or military authority, sabotage, explosives, riots, insurrections, embargoes, blockades, actions, restrictions, regulations or orders of any government, agency or subdivision thereof, or failure of suppliers.

(e) Except as otherwise expressly provided in this Agreement, all notices or demands required or permitted pursuant to this Agreement shall be in writing, and shall be sent (i) by courier or in person with signed receipt, (ii) by nationally recognized overnight delivery service, prepaid, with signature required, or (iii) by facsimile if promptly confirmed by copy sent pursuant to any of the foregoing methods, and in each case shall be sent to the other Party at its address set forth above or to such other addresses as either Party may designate from time to time by notice to the other Party in accordance with this Section 15(e). All notices, demands, and other communications hereunder may be given by any other means (including electronic mail), but will not be deemed to have been duly given unless and until it is received by the intended recipient. Notice given by electronic mail will be deemed to have been given when sent so long as no electronic notice is delivered to the sending party indicating that the electronic mail could not be delivered.

(f) Failure of either Party to enforce a right under this Agreement shall not act as a waiver of that right or prevent a subsequent exercise of the same or any other right under this Agreement.

(g) If any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

(h) No modification, amendment, addition to or waiver of any rights, obligations, or defaults shall be effective unless in writing and signed by both Parties hereto.

(i) This Agreement is the complete and exclusive agreement between the Parties hereto in connection with the subject matter hereof and supersedes any other proposal, representation, or other communication by or on behalf of either Party. No provision of any purchase order or any other form employed by either Party will supersede, contradict, vary, or modify the terms and conditions of this Agreement, and any such document issued by a Party hereto relating to this Agreement will be for administrative purposes only and have no legal effect. In the event of possible conflict or inconsistency between the terms contained in an executed Order or this Agreement, the conflict will be resolved in that order, but only for the specific Subscription Services described in the applicable Order.

(j) The Parties acknowledge that money damages may not be an adequate remedy in the event of actual or threatened breach of the obligations and/or undertakings hereunder. Therefore, in addition to any other remedies available hereunder, by law or otherwise, either Party will be entitled to seek and obtain injunctive relief and/or any other appropriate decree of specific performance or any other appropriate equitable relief.

(k) The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

(l)   Customer, on behalf of itself and its Affiliates, agrees to comply fully with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards relating to any export controls and economic sanctions laws of the United States or abroad. Customer acknowledges that the Subscription Services are of United States origin and are subject to the Export Administration Regulations (the "**EAR**") administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), and the laws and regulations governing economic sanctions and embargoes administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"). Accordingly, any use, transshipment, or diversion of the Subscription Services contrary to applicable export control laws or sanctions laws is prohibited. Customer warrants and covenants that (i) Customer and its Affiliates will not export, re-export, re-sell, provide access to, or otherwise transfer the Subscription Services or related technology with knowledge that a violation of U.S. law, EAR, or the terms of any order, license, license exception, or other authorization issued under EAR has occurred, is about to occur, or is intended to occur in connection with the item and (ii) Customer and its Affiliates will not export, re-export, re-sell, provide access to, or otherwise transfer the Subscription Services into any country or region subject to comprehensive economic sanctions (*e.g.*, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, and Russia). Customer further represents that (1) Customer and its Affiliates are not, and are not acting on behalf of, (x) any natural person or entity who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export, re-export, or transfer of the Subscription Services or related technology, or (y) any natural person or entity listed on OFAC's list of Specifically Designated Nationals and Blocked Persons or the Consolidated Sanctions List, or BIS's Denied Persons List, Entity List, or Unverified List, and (2) Customer and its Affiliates will not permit the Subscription Services to be used for any purposes prohibited by law, including but not limited to any prohibited development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. Customer shall exercise diligent efforts to ensure its and its Affiliates' compliance with this Section 15(l).

(m)   This Agreement, and any amendments thereto, may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties may transmit their signatures via facsimile, scanned PDF, e-signature, or other electronic means with the same effect as if the Parties had provided each other with original signatures.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement to be effective as of the Effective Date first set above.

PERFORCE: **PERFORCE SOFTWARE, INC.**

By: _____

Name: _____

Title: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
SAAS LISTING[1]

1. **INTRODUCTION**

   This document provides standards and features that apply to the BlazeMeter Software as a Service (the "**Subscription Service**") provided to the Customer by Perforce Software, Inc. ("**Perforce**") and defines the parameters for the Subscription Service that pertain to the following:

   - Billing Metric
   - Subscription Types and Billing Processes
   - Data Location
   - Service Provisioning
   - Service Level Availability
   - Method of Service Level Availability Measurement
   - Usage Limits and Restrictions
   - Subscription Service Termination
   - Data Backup
   - Disaster Recovery
   - Support Policy
   - Subscription Service Level Objectives: Response Times

   The standards and features that apply to the Subscription Service, and related terms and conditions, may be updated from time to time by publication on Perforce's website.

2. **BILLING METRICS**

   The following is an explanation of the billing metrics that may be used in Perforce's order form:

   - "**Combined Concurrency**" means total maximum concurrency of Virtual Users across all running Tests or Variable Units across all capabilities of the platform.
   - "**Concurrent Browsers**" means browsers running in parallel with GUI Functional Test.
   - "**Virtual Services**" means virtual services running in parallel and the number of requests made against that Virtual Service.
   - "**Parallel Run**" means the number of Tests running at the same time.
   - "**Request**" means the number of API calls made via API Monitoring.
   - "**Rows**" means the number of lines of test data generated.
   - "**Test**" means the execution of one or multiple scripts resulting in the issuing of requests to a target environment.
   - "**Transactions**" means requests sent to a virtual service.
   - "**Variable Unit**" means a normalized usage metric across all platform capabilities (*e.g.*, Tests, Virtual

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[1] **NOTE TO CUSTOMER**: THESE TERMS ARE NOT NEGOTIABLE. WE HAVE PROVIDED THE LANGUAGE SO THE INFORMATION IS CONTAINED IN THIS DOCUMENT, BUT WE WILL NOT ACCEPT EDITS OR COMMENTS.

Services, Test Data, API Monitoring).

- "**Variable Unit Hours**" means the maximum Variable Units used by platform capabilities, rounded up to the nearest complete hour.

- "**Virtual User**" means a simulation of a single user interacting with a set of APIs or web applications.

- "**Virtual User Hours**" means, per Test, the maximum number of users simulated at some point of the test multiplied by the duration of the Test, rounded up to complete hours.

- "**Concurrent Variable Units**" or "**CVU**s" normalize the Customer's usage across all platform capabilities as follows:

Feature	Metric	Concurrent Variable Units	Variable Unit Hours
Performance Test	1 Virtual User	1	1
GUI Functional Test	1 Browser (per Test)	100	100
API Monitoring / API Functional Test	1,000 API calls (per 24-hour period)	5 (resets every 24 hours)	5
Service Virtualization (f/k/a Mock Services)	1 running Virtual Service 2,500 Transactions (per running Virtual Service)	100 5 (resets every 24 hours)	100 5
Test Data	Per Test, Per Virtual Service and Transaction	+ 50% *	+ 50%*

* For Example:

If the Customer runs a Performance Test with 5,000 Virtual Users (5,000 Variable Units) and uses Test Data with that Performance test, the charge for Test Data is 2,500 Variable Unit Hours for a total charge of 7,500 Variable Unit Hours.

If the Customer runs a Virtual Service, and on that Virtual Service, 2,500 Transactions (or less) occurred, and the Virtual Service also incorporated Test Data, then the total charge would be 158 Variable Unit Hours (100 + 5 for the Virtual Service and 50 + 3 for the Test Data).

3. **SUBSCRIPTION TYPES AND BILLING PROCESSES**

Term Subscriptions. Customer may subscribe for a term with set Authorized Use Limitation and pricing as set forth in an applicable Order. Any use in excess of the Authorized Use Limitation shall be invoiced by Perforce for the overage and at the contract rate set forth in such Order. Any overage will be included in the Authorized Use Limitation for the remainder of the Subscription Term. There are no refunds for unused capacity.

4. **DATA LOCATION**

- All data on deployed systems and in backups reside within the following countries: United States of America.

- Perforce reserves the right to change the location of the data within the stated countries and will notify customers of any such changes.

- For the BlazeMeter on premise components, Perforce is not responsible for the data managed by the Customer.

5. **SUBSCRIPTION SERVICE PROVISIONING**

Versions: Perforce will provision the Customer on the latest version of the Subscription Service that is generally available. Perforce may, from time to time, modify the Subscription Service and add, change, or delete features of the Subscription Service, without notice to the Customer. Customer's continued use of the Subscription

Service after any such changes to the Subscription Service constitutes acceptance of such changes. Perforce will make reasonable efforts to provide information to the Customer regarding material changes to the Subscription Service.

6. SERVICE LEVEL AVAILABILITY

Perforce commits to the Service Level Availability ("**SLA**") as indicated in the table below for the Subscription Service during the Subscription Term of the Subscription Service. In the event that the SLA committed decreases below the "**Threshold for Service Availability Default**" as set forth below, Customer may be entitled to take action as outlined herein. Perforce reserves the right to revise the SLA set forth below upon providing thirty (30) days advanced written notice to the Customer. Please note that SLA commitments are not offered for free plans of the Subscription Service.

Threshold for "Service Availability Default - Minor"	Threshold for "Service Availability Default - Major"
99.8%	98.5%

7. METHOD OF SERVICE-LEVEL AVAILABILITY MEASUREMENT

Perforce measures SLA targets as described below:

- Perforce runs test scripts using application monitoring tools on the Perforce multi-tenant environment.

- Test procedures are conducted approximately once every five minutes, twenty-four hours per day, seven days per week, throughout the contracted term of the Subscription Service. Test procedure monitors the status page for service availability every five minutes.

SLA Exclusions: The SLA does not apply to faults originating from the use of any open-source libraries included by Customer. SLA measurement does not include planned outage time periods.

Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where Perforce provides notice to Customer up to 72 hours prior to the planned maintenance window.

Perforce reserves the right to make reasonable changes to this measurement procedure.

8. USAGE LIMITS AND RESTRICTIONS

Usage of the Subscription Service is limited based on the terms set out in the Agreement. If this limit is exceeded, Perforce will notify Customer so Customer may reduce its usage. In the event Customer exceeds the Usage Limit, Perforce may suspend, or throttle down, the Subscription Service until Customer is in compliance.

The Customer will not (a) use the Subscription Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Subscription Service to store or transmit computer instructions that self-replicate without manual intervention, such as viruses, worms or Trojan horses, (c) interfere with or disrupt the integrity or performance of the Subscription Service or third-party data contained therein, (d) attempt to gain unauthorized access to the Subscription Service or its related systems or networks, (e) permit direct or indirect access to or use of the Subscription Service in a way that circumvents a contractual usage limit, or (f) use the Subscription Service to cause tests to be executed against endpoints which are not owned by the customer.

9. SERVICE TERMINATION

If it is determined by the Customer and confirmed by Perforce that the Subscription Service has been unavailable below the Service Availability Default – Major threshold, measured on a monthly basis during three (3) consecutive months, then the Customer has the right to terminate their subscription to the Subscription Service without incurring any additional charges or termination fees. The waiver by Perforce of further fees shall be Customer's sole and exclusive remedy for termination due to failure to adhere to Service Level Availability and Perforce shall have no further liability to the Customer.

Perforce may, at its sole discretion, suspend service without refund if (1) Customer interferes with or disrupts the integrity of the Subscription Service or the data contained therein, or (2) uses the Subscription Service to cause harm such as overload or create multiple agents for the purpose of disrupting the Subscription Service or third-party operations.

10. DATA BACKUP

All customers of the Subscription Service shall have their data backed up on a daily basis. Data loss is limited to less than 26 hours in the event of a primary data center disaster. For the BlazeMeter on-premise components, Perforce is not responsible for data backup.

11. DISASTER RECOVERY

The Service uses high availability architecture for all tiers, including the database.

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
24 hours	26 hours

"**Recovery Time Objective**" or "**RTO**" is defined as the duration of time within which the Subscription Service must be restored after a major interruption or incident.

"**Recovery Point Objective**" or "**RPO**" is defined as the maximum period in which data might be lost from the Subscription Service due to a major interruption or incident.

12. SUPPORT POLICY

Unless stated in another agreement, Support and Maintenance includes the following support:

- Access to the BlazeMeter Blog (https://blazemeter.com/blog/).
- BlazeMeter Knowledge Base (https://help.blazemeter.com) for access to documentation.

BlazeMeter Blog and Knowledge Base are community sites that, among other things, allow users to network, work together, share thoughts, and offer suggestions on how Perforce can do more to improve your experience using the Subscription Service.

A) MAINTENANCE

The Order or transaction document identifies the type of Maintenance included as part of the BlazeMeter SaaS Subscription, the duration of such Maintenance (the "**Maintenance Term**"), and the applicable fees for Maintenance of the available functionality.

B) SUPPORT

Support will be performed in a timely and professional manner by qualified support engineers and includes:

- Direct access to Perforce Support and the ability to open and manage support incidents via website, email and/or other technologies made available by Perforce in accordance with your support plan.
- Production environment support: support hours in accordance with your Support plan.
- CRITICAL ISSUES MUST BE REPORTED/OPENED VIA THE PREFERRED COMMUNICATION METHOD SPECIFIED BY Perforce.
- Access to BlazeMeter Blog (https://blazemeter.com/blog/) and BlazeMeter Knowledge Base (https://help.blazemeter.com), and/or Perforce Support Online (https://www.perforce.com/support) as well as https://www.blazemeter.com for access to Perforce Communities, FAQs, samples, webcast recordings, demos, usage tips, and technical updates as such are made available by Perforce.

13. SERVICE LEVEL OBJECTIVES: RESPONSE TIMES

- Perforce will use reasonable efforts to meet Service Level Objectives and provide continuous efforts to resolve issues as stated in the table below:

Service Level Objectives	
Severity	**Initial Response Time**
1 - Catastrophic	30 Minutes
2 - Severe	30 Minutes
3 - Non-Critical	4 Hours
4 - Minor	8 Hours
5 - Information Request	8 Hours
6 - Feature Request	1 Business Day

**Initial Response Time – The time for a support engineer to reply to the customer when a case is first opened.

Severity Level Definitions		
Severity	**Definition**	**Expected Resolution**
1 - Catastrophic	Causing downtime or preventing the complete system from functioning	Subscription Service availability is restored
2 - Severe	Causes downtime of significant functionality or significantly affects the major portion of the system's capacity	Satisfactory workaround is provided; patch is provided; fix incorporated into future release
3 - Non-Critical	Effects non-critical functionality or causes downtime of a non-critical part of the system capacity	Satisfactory workaround is provided; patch is provided; fix incorporated into future release.
4 - Minor	Minor problem that does not impact the Subscription Service	Satisfactory workaround is provided; patch is provided; fix incorporated into future release.
5 - Information Request	Routine questions, general guidance, or configuration inquiries	Answer/guidance is provided by Support through opened case
6 - Feature Request	Request for a new feature or enhancement to the product	Feature may be incorporated into a future release; Developers Site update

- You may be required to upgrade to third party-supported applications and operating systems as specified by Perforce in the Documentation, as applicable, to continue receiving Maintenance from Perforce under our Support and Maintenance Policy.

- If you decide to implement Client Technologies, you will be responsible for the successful installation and implementation of such third-party technologies within the recommended environments specified in the Documentation, as applicable.

- You will utilize telephone, Perforce Support Online or other site or notification mechanisms as Perforce may designate from time to time, to notify Perforce of system availability issues, or request other in-scope maintenance and support assistance.

Support Team Coverage: Monday - Friday: 24 Hours x 5 Days