

SAAS LISTING¹

1. INTRODUCTION

This document provides standards and features that apply to the BlazeMeter Software as a Service (the “**Service**”) provided to the Customer by Perforce Software, Inc. (“**Perforce**”) and defines the parameters for the 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
- Service Termination
- Data Backup
- Disaster Recovery
- Support Policy

The standards and features that apply to the 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 Authorized Use Limitation 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.
- “**Mock Services**” means mock services running in parallel and the number of requests made against that Most 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, Mock Services, Test Data, API Monitoring).
- “**Variable Unit Hours**” means the maximum Variable Units used by platform capabilities, rounded up to the nearest complete hour.

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.

- “**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 somepoint of the test multiplied by the duration of the Test, rounded up to complete hours.
- “**Concurrent Variable Units**” or “**CVUs**” 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
Mock Services	1 running Mock Service	50	50
	2,500 Transactions (per running Mock Service)	1 (resets every 24 hours)	1
Test Data	Per Test, Per Mock 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 Mock Service, and on that Mock Service, 2,500 Transactions (or less) occurred, and the Mock Service also incorporated Test Data, then the charge for the Test Data would be 77 Variable Unit Hours (50 + 1 for the Mock Service and 25 + 1 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 form. 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 orderform. 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. SERVICE PROVISIONING

Versions: Perforce will provision the Customer on the latest version of the Service that is generally available. Perforce may, from time to time, modify the Service and add, change, or delete features of the Service, without notice to the Customer. Customer’s continued use of the Service after any such changes to the Service constitutes acceptance of such changes. Perforce will make reasonable efforts to provide information to the Customer regarding material changes to the Service.

6. SERVICE-LEVEL AVAILABILITY

Perforce commits to the Service Level Availability (“SLA”) as indicated in the table below for the Service during the Subscription Term of the 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 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 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 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 Service until Customer is in compliance.

The Customer will not (a) use the 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 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 Service or third-party data contained therein, (d) attempt to gain unauthorized access to the Service or its related systems or networks, (e) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or (f) use the 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 Service has been unavailable below the major default threshold, measured on a monthly basis during three (3) consecutive months, then the Customer has the right to terminate their subscription to the 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 SaaS or the data contained therein, or (2) uses SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting SaaS or third-party operations.

10. DATA BACKUP

All Customers of the Service offering 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 Multi Region Replication as its primary Disaster Recovery strategy. Utilizing a high availability architecture for all tiers, including the database, Perforce also provides a standby site in an alternate region, thus providing failover capabilities for disaster recovery.

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 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 Service due to a major interruption or incident.

12. SUPPORT POLICY

Unless stated in another agreement, support and maintenance includes “Tier 2” support.

- Tier 2 Support includes:
 - Access to the BlazeMeter Blog (<https://blazemeter.com/blog/>).
 - BlazeMeter Knowledge Base (<https://guide.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 Service.

Maintenance. The order form or transaction document identifies the type of Maintenance included as part of the Service, the duration of such Maintenance (the “Maintenance Term”), and the applicable fees for Maintenance of the Available Functionality.

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 is available as set forth in the Support Hours for your support plan.
- CRITICAL ISSUES MUST BE REPORTED/OPENED VIA THE PREFERRED COMMUNICATION METHOD SPECIFIED BY PERFORCE.
- Non-Production environment Support is available during normal Support team coverage hours.
- Access to BlazeMeter Blog (<https://blazemeter.com/blog/>) and BlazeMeter Knowledge Base (<https://guide.blazemeter.com/>), and/or Perforce Support Online (<https://www.perforce.com/support> or <https://www.blazemeter.com/>) for access to Perforce Communities, FAQs, samples, webcast recordings and demos, usage tips, technical updates as such are made available by Perforce.

13. SERVICE LEVEL OBJECTIVES; RESPONSE TIMES.

Perforce will use reasonable efforts to meet the Service Level Objectives and to provide continuous efforts to resolve any Critical Issues, Major Issues, and Minor Issues as stated in the table below:

Service Level Objectives	
Critical Issues	
Response Time	8 Business Hours
Resolution Time	Perforce will work during Support Hours for your support plan until the Critical Issue can be downgraded to a lower severity. Your Support Contact(s) must be available at all times via telephone and online to provide Perforce with relevant

Service Level Objectives	
	and requested information, data gathering and testing necessary to resolve the Critical Issue.
Support Hours	Monday through Friday from 6:00 AM – 6:00 PM Pacific Standard Time
Communication Methods	Website / Email
Major or Minimal Issues	
Response Time	48 Hours (excluding weekends)
Resolution Time	Perforce will update Customer if and when it will be fixed in accordance with the Service’s road map.
Support Hours	Monday through Friday from 6:00 AM – 6:00 PM Pacific Standard Time
Communication Methods	Web/Email

“Critical Issues” – means the Customer’s production environment is down, or the Customer is blocked from running tests or viewing reports due to a functional issue on Perforce’s side.

“Response Time” means the time for a Perforce Support engineer to reply back to the Customer.

Service Level Descriptions		
Severity Level	Business Impact	Description
1	Critical	Services are not available or material functionality of the Services is not available.
2	Major	Disabled functionality, errors that result in a lack of significant functionality in the Services which prevent the user from accomplishing his testing.
3	Minimal	Errors that cause non-critical features to malfunction. Errors that cause immaterial attributes and/or options of utility programs not to operate in accordance with specifications.

- Customer may be required to upgrade to third-party-supported applications and operating systems as specified by Perforce in the Documentation, as applicable, in order to continue receiving Maintenance from Perforce under this Policy.
- If Customer decide to implement third-party technologies, Customer will be responsible for the successful installation and implementation of such third-party technologies within the recommended environments specified in the Documentation, as applicable.
- Customer may utilize telephone, Perforce Support Online, or other site or notification mechanisms as Perforce may designate time to time, to notify Perforce of system availability issues, or request other in-scope Maintenance and Support assistance.