PERFORCE BLAZEMETER® SUPPLEMENTAL TERMS[1]

These Perforce BlazeMeter® Supplemental Terms ("**BlazeMeter Terms**") supplement the Master Terms and Conditions between Perforce and Customer. Capitalized terms not defined herein shall have the meanings set forth in the Master Terms and Conditions. In the event of any conflict between these Supplemental Terms and the Master Terms and Conditions, these Supplemental Terms shall control with respect to the BlazeMeter Software as a Service offering ("**BlazeMeter Offering**").

1. These BlazeMeter Terms provide standards and features that apply to the BlazeMeter Offering and defines the parameters for the BlazeMeter Offering that pertain to the following:

    - Billing Metrics

    - Subscription Types and Billing Processes

    - Data Location

    - Service Provisioning

    - Service-Level Availability

    - Method of Service-Level Availability Measurement

    - Usage Limits and Restrictions

    - BlazeMeter Offering Termination

    - Data Backup

    - Disaster Recovery

    - Support Policy

    - Service Level Objectives: Response Times

    - Support Team Coverage

    - Generative Artificial Intelligence Features

    The standards and features that apply to the BlazeMeter Offering, 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 (as defined below) 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.

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[1] <mark>NOTE TO CUSTOMER</mark>: 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.

- "**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.

- "**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 "**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
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 use limitation (the "**Authorized Use Limitation**") and pricing as set forth in an applicable order form. Perforce reserves the right to invoice Customer for any use in excess of the Authorized Use Limitation established for the current subscription term at the contract rate set forth in such Order Form. 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. BLAZEMETER OFFERING PROVISIONING

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

BlazeMeter Offering after any such changes to the BlazeMeter Offering constitutes acceptance of such changes. Perforce will make reasonableefforts to provide information to the Customer regarding material changes to the BlazeMeter Offering.

6. **SERVICE-LEVEL AVAILABILITY**

Perforce commits to the Service Level Availability ("**SLA**") as indicated in the table below for the BlazeMeter Offering during the Subscription Term of the BlazeMeter Offering. 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 BlazeMeter Offering.

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 (5) minutes, twenty-four (24) hours per day, seven (7) days per week, throughout the contracted term of the BlazeMeter Offering. Test procedure monitors the status page for service availability every five (5) 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 seventy-two (72) hours prior to the plannedmaintenance window.

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

8. **USAGE LIMITS AND RESTRICTIONS**

Usage of the BlazeMeter Offering is limited based on the terms set out in the agreement.

The Customer will not (a) use the BlazeMeter Offering to store or transmit infringing, libelous, or otherwise unlawful ortortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the BlazeMeter Offering 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 BlazeMeter Offering orthird-party data contained therein, (d) attempt to gain unauthorized access to the BlazeMeter Offering or its related systems or networks, (e) permit direct or indirect access to or use of the BlazeMeter Offering in a way that circumvents a contractual usage limit, or (f) use the BlazeMeter Offering 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 BlazeMeter Offering has been unavailable below themajor default threshold, measured on a monthly basis during three (3) consecutive months, then the Customer has the right to terminate their subscription to the BlazeMeter Offering 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 BlazeMeter Offering shall have their data backed up on a daily basis. Data loss is limited to less than twenty-six (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 BlazeMeter Offering 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 alternateregion, thus providing failover capabilities for disaster recovery.

Recovery Time Objective	Recovery Point Objective
24 hours	26 hours

"**Recovery Time Objective**" or "**RTO**" is defined as the duration of time within which the BlazeMeter Offering must berestored 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 BlazeMeter Offering due to a major interruption or incident.

12. SUPPORT POLICY

Unless stated in another agreement, support and maintenance for the Service includes the following:'/

A) Maintenance

The order form or transaction document identifies the type of Maintenance included as part of the BlazeMeter Offering, 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 for your support plan.

- CRITICAL ISSUES MUST BE REPORTED/OPENED VIA THE PREFERRED COMMUNICATION METHOD SPECIFIED BY Perforce.

- Non-Production environment support during normal support team coverage hours.

- Access to the BlazeMeter Blog, BlazeMeter Knowledge Base, the BlazeMeter Customer Handbook and Perforce Online Support Portal.

- Also see https://www.blazemeter.com for access to Perforce Communities, FAQs, samples, webcast recordings and demos, usage tips, and technical updates as such are made available from time to time by Perforce.

13. SERVICE LEVEL OBJECTIVES: RESPONSE TIMES

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

SERVICE LEVEL OBJECTIVES		
SEVERITY	INITIAL RESPONSE TIME[2]	RESOLUTION TIME OBJECTIVE[3]
Blocker / Severity 1	30 Minutes	2 hours
Critical / Severity 2	30 Minutes	8 Hours
Major / Severity 3	4 Hours	2 Business Days
Minor / Severity 4	8 Hours	5 Business Days
Enhancement / Information Request	8 Hours	Future release / 7 business days

- Support Case Severity Level Definitions:

SEVERITY	DEFINITION	RESOLUTION OBJECTIVE
Blocker / Severity 1	Outage. Causing downtime or preventing the complete system from functioning	Subscription Service availability is restored
Critical / Severity 2	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
Major / Severity 3	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.
Minor / Severity 4	Minor problem that does not impact the service	Satisfactory workaround is provided; patch is provided; fix incorporated into future release.
Enhancement / Information Request	Routine Questions, general guidance, or support inquiries	Answer to question is provided; feature incorporated into 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, in order to continue receiving SaaS Maintenance from Perforce under this 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 the Perforce Online Support Portal, the support portal inside the BlazeMeter application, 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.

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[2] NOTE TO CUSTOMER: INITIAL RESPONSE TIME IS DEFINED AS THE TIME IT TAKES FOR A SUPPORT ENGINEER TO REPLY TO THE CUSTOMER WHEN A SUPPORT TICKET IS FIRST OPENED.
[3] NOTE TO CUSTOMER: THE RESOLUTION TIME OBJECTIVE IS AN ASPIRATIONAL RESOLUTION TIME. EACH SUPPORT TICKET IS UNIQUE AND MAY REQUIRE MORE OR LESS TIME THAN STATED IN THE OBJECTIVE. PERFORCE MEASURES ITS SERVICE LEVELS BASED UPON INITIAL RESPONSE TIME.

14. **SUPPORT TEAM COVERAGE:**

   - Regular support business hours begin at 12:00 a.m. on Monday and continue through 11:59 p.m. on Friday, Eastern Standard Time.

   - *On call support is available Friday nights and Saturdays only for blocker issues for core clients.*

15. **GENERATIVE ARTIFICIAL INTELLIGENCE FEATURES ("GEN-AI").**

   a. **Terms Applicable to Gen-AI.** The terms in this <u>Section 15</u> govern the use of Gen-AI features available in the BlazeMeter Offering and are intended to describe the ways in which Customer data may be used by the Gen-AI tools.

   b. **Optional Features.** Customer's use of Gen-AI features in the BlazeMeter Subscription is optional, and Customer may opt out.

   c. **Gen-AI Inputs and Outputs, Rights and Use.**

      i. **Rights to Gen-AI Inputs.** The BlazeMeter Offering 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 Customer Content to the extent Customer inputs or uploads such data into the BlazeMeter Offering. Except for Customer Content that is necessary to create an account to use the BlazeMeter Offering, Customer represents and warrants that it will only input or upload nonproduction test data into the BlazeMeter Offering and will comply with <u>Section 15 (c)(vi)</u> below. The Input expressly excludes Perforce Intellectual Property Rights, and other Perforce proprietary, confidential, and business data. Subject to the Master Terms and Conditions, specifically including this <u>Section 15</u>, and to the extent it does not include Perforce Intellectual Property Rights, 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 BlazeMeter Offering. Customer, on behalf of itself and its Affiliates, also represents and warrants that its submission of Inputs to Perforce will not violate the Master Terms and Conditions, specifically including this <u>Section 15</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. **Rights to Gen-AI Outputs.** The BlazeMeter Offering 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 Master Terms and Conditions specifically including this <u>Section 15</u>, and to the extent it does not contain Perforce Intellectual Property Rights and/or other Perforce proprietary, confidential, and business data, Outputs are the property of the Customer.

      iii. **Suitability of Outputs.** 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. **Limits on BlazeMeter Offering using Gen-AI Features.** The Gen-AI features, Input, and Output must be used in accordance with the Master Terms and Conditions and this <u>Section 15</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 Master Terms and Conditions, specifically including this <u>Section 15</u>.

v. **Perforce's Use of Inputs and Outputs**. Subject to and consistent with the Master Terms and Conditions, specifically including this Section 15, Customer, on behalf of itself and its Affiliates, acknowledges that its Input will be processed by the BlazeMeter Offering. By using the BlazeMeter Offering, Customer consents to the use of its Inputs and Outputs for various purposes, including to improve and customize Customer's experience with the BlazeMeter Offering, to provide Customer with Support and Maintenance, to handle Customer inquiries, to send Customer related recommendations and suggestions, to check for compliance with the Master Terms and Conditions, 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 Master Terms and Conditions.

vi. **Customer's Use of Inputs and Outputs**. Subject to and consistent with the Master Terms and Conditions and this Section 15, 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 Master Terms and Conditions or this Section 15. 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. **Third Party Use of Inputs and Outputs**. As a part of providing the BlazeMeter Offering 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 Master Terms and Conditions, Customer, on behalf of itself and its Affiliates, expressly agrees that Perforce may share Inputs, which may include Customer Content and/or Customer's Confidential Information) depending on the Customer's Input) with a third-party Gen-AI service consistent with the above provisions.