

**EXHIBIT A
SAAS LISTING¹**

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

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 “**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
Service Virtualization (f/k/a Mock Services)	1 running Virtual Service	100	100
	2,500 Transactions (per running Virtual Service)	5 (resets every 24 hours)	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