

MISSION STATEMENT

This document is entered into by the BlazeMeter entity (“BlazeMeter” or “We”) and customer entity (“You”) identified on the relevant Order form and shall be effective from the date specified on the Order Form. By installing or using the BlazeMeter products or services you are representing that you have full legal capacity and authority to bind yourself and your employer, as applicable, to the terms of this agreement.

The purpose of this document is to outline the legal rights and obligations of you, the customer (“you”), for the license or access to, or use or delivery of, any BlazeMeter products or services. This master agreement (“Master Agreement”) is different from typical legal agreements, and we did that on purpose. Our intent in writing this Master Agreement was to outline the terms of a legal contract in a way that resembles how you and BlazeMeter will interact and conduct business together on a daily basis, in plain language. BlazeMeter has made significant efforts and advances to ensure our products and services provide the best customer experience possible, and the process to procure those products and services should not be any different.

1. STRUCTURE

Under this Master Agreement, you may license or access BlazeMeter software and/or software appliances (collectively, the “Software”), procure hardware or hardware appliances related to the Software (“Hardware”), software as a service (“SaaS”), and/or request maintenance and support of the Software and/or Hardware (“Support”) or consulting services or education (“Services”) through a BlazeMeter Order Form (“Order Form”) or Statement of Work (“SOW”). The Software, Hardware, SaaS and Services shall be collectively known as “BlazeMeter Offerings” and the Order Forms and SOWs may be collectively referred to as “Transaction Documents”.

This Master Agreement, any Transaction Documents, and referenced links, documents and exhibits make up the entire Agreement between you and BlazeMeter for the BlazeMeter Offerings (the “Agreement”). Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by the Agreement.

In the event that you are acquired, or have an event that would require you to assign this Agreement, or any part of it, to someone else, you are free to do so as long as you have our prior written consent, which we will grant on reasonable request. The Agreement will be binding on any of your successors or assignees as though they originally entered into it.

2. RIGHTS TO USE

If you make all payments on time, you, your majority-owned subsidiaries and your employees, and third-party contractors working on your internal environment (excluding outsourcers)(“Authorized Users”) may use the BlazeMeter Offering for your internal business purposes under this Agreement through the time period stated (“Term”) and in accordance with the Transaction Document. In exchange for this license or right to use, you agree to protect the integrity and security of the BlazeMeter Offerings. You also agree to allow us, or an independent third party at your request, to conduct an audit remotely or onsite at your facilities solely for the purpose of verifying compliance with the Agreement. We agree that the audit will be confidential, and commercially reasonable in nature and time.

You agree that you will not: (i) provide, sub-license or transfer the BlazeMeter Offering, its results/outputs or deliverables and results of Services (“Work Product”) other than to Authorized Users, (ii) make any use of the BlazeMeter Offering for which you have not paid, (iii) claim any rights in the BlazeMeter Offering other than your right to use, (iv) modify the BlazeMeter Offerings, or (v) export or use the BlazeMeter Offering or Work Product in violation of US or other applicable laws and regulations. Any right that is not granted to you under this Master Agreement or a Transaction Document is reserved to BlazeMeter.

BlazeMeter will also make trials or betas available to you so that you may evaluate a BlazeMeter product before you purchase it (“Evaluation Offering”). If you or someone in your organization downloads or accesses an Evaluation Offering, you agree that it is provided “AS-IS” and will not be installed or used in your production environment. Additional terms or conditions to access or use the Evaluation Offering may be presented to you when you register for the trial. Warranties are only provided with fee based BlazeMeter Offerings.

The technical documentation and user manuals provided to all customers for each BlazeMeter Offering (“Documentation”) and the terms describing Support are located on the support.ca.com site. If you cannot find the Documentation or Support terms for your particular BlazeMeter Offering online, BlazeMeter will make them available to you upon your request.

3. STANDARDS OF QUALITY AND CARE

BlazeMeter understands that the technology you use to run your business is important, and we stand behind the quality of the BlazeMeter Offerings. The following warranties apply to the specific type of BlazeMeter Offering starting from the effective date of the applicable Transaction Document:

- On-Premise Software. BlazeMeter warrants to you that the Software will operate in material compliance with the Documentation for ninety (90) days. In the event that the Software comes with hardware or software from one of our trusted partners, BlazeMeter will pass through to you any applicable accompanying license terms or warranties.
- SaaS. BlazeMeter warrants to you that the SaaS will perform at the service level availability (“SLA”) stated in the SaaS product documentation (“SaaS Listing”). A copy of the BlazeMeter SaaS Listing is attached below. Outages due to scheduled downtime, maintenance, BlazeMeter responding to security concerns or events outside of BlazeMeter’s reasonable control, are not included in the calculation of the SLA.
- Services. BlazeMeter employs high quality Services professionals, and when you purchase BlazeMeter Services, BlazeMeter warrants that we will only provide you with individuals who possess the necessary skills and training to perform those Services.

You control and retain all right, title and interest in and to the information and/or data that you provide (“Your Data”). Where BlazeMeter stores or processes Your Data (e.g. SaaS), BlazeMeter will maintain and administer the physical and technical safeguards stated in the product information (e.g. the SaaS Listing) or security document made available by BlazeMeter. You may have certain information that is subject to heightened security standards of care (e.g. health data, account numbers) and you agree that you will not provide BlazeMeter such sensitive information unless BlazeMeter is made aware and expressly agrees to follow such standards in the SaaS Listing. BlazeMeter will only access Your Data: (i) to operate the data center(s) as required, and (ii) in response to product or technical issues. Except as required by law or for auditing and billing requirements Your Data will be destroyed or deleted by BlazeMeter within sixty (60) days of any termination or expiration of a Transaction Document for such SaaS services. All outputs and reports of Your Data that are available will be accessible to you in a standard readable format (i.e. CSV) through the end of the applicable Term. If you provide any personal data to us required for any BlazeMeter Offering you acknowledge that BlazeMeter relies on you to ensure that you are authorized to provide this information lawfully and in compliance with relevant legislation. BlazeMeter and its affiliates and subcontractors will only process personal data to perform its obligations. BlazeMeter may transfer such data to countries needed to perform its obligations. BlazeMeter and its affiliates have committed to comply with relevant data protection/privacy legislation and personal data will be transferred in accordance with BlazeMeter’s statement and terms set out at www.ca.com/data-transfers.

BlazeMeter owns all right, title and interest to the BlazeMeter Offerings, Work Product, and feedback provided by you, BlazeMeter intellectual property, and any modifications or derivatives thereof (“BlazeMeter Intellectual Property”).

You and BlazeMeter agree that any Confidential Information that is exchanged will only be used for purposes relating to this Agreement, and that it will be protected in the same manner that you, or BlazeMeter, would protect its own. In any event, the standard of care of such information will not be less than reasonable. You and BlazeMeter agree that Confidential Information means Your Data, BlazeMeter Intellectual Property, and any other information, in written or oral form, that a reasonable person would deem to be confidential. Except where prohibited by law, the following is not considered Confidential Information: (i) information which has been authorized in writing to use without restriction; (ii) information which is rightfully in a party’s possession or becomes known to a party through proper means; and (iii) information which is independently developed without use or reference to the Confidential Information of the other party.

4. RESOLUTIONS AND BLAZEMETER’S PROMISE

Given the nature of all relationships, some issues may arise, and we will work with you to try to find resolutions. Specifically, if there is a Software or Services warranty breach, your exclusive remedy and BlazeMeter’s obligation for the Software or Services at issue, shall be for BlazeMeter to re-perform the Services; replace or repair the Software; or provide a pro-rata refund on the deficient Services fees or Software license fees paid. If BlazeMeter fails to perform according to the SaaS Listing, you would be entitled to the remedies listed on that document. These remedies are available to you when BlazeMeter’s Software or Service causes the error and BlazeMeter can reproduce the error.

Given the nature of technology, BlazeMeter does not represent that the BlazeMeter Offering will be error free or that all errors will be corrected. EXCEPT AS SET FORTH IN THE STANDARDS OF QUALITY AND CARE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY BLAZEMETER. BLAZEMETER MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT THAT BLAZEMETER MAY SUPPLY. WHILE BLAZEMETER WILL PASS THROUGH TO YOU ALL

ONLINE MASTER AGREEMENT

HARDWARE WARRANTIES, BLAZEMETER ITSELF MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH BLAZEMETER MAY SUPPLY.

If you are notified that the BlazeMeter Offering as used per the Documentation infringes any U.S. patent, copyright or trademark, you agree to notify BlazeMeter immediately. BlazeMeter's IP rights are very important to BlazeMeter and we will defend and indemnify you provided BlazeMeter has the ability to strategize, defend or settle any third party claims, at our option. Depending on how BlazeMeter is able to resolve the matter, BlazeMeter may obtain the right for you to continue to use the BlazeMeter Offering; repair, redevelop or replace the BlazeMeter Offering so it no longer infringes; or terminate the applicable BlazeMeter Offering and provide a pro-rata refund from the date of termination for fees paid for the BlazeMeter Offering affected.

THIS STATES THE ENTIRE LIABILITY AND OBLIGATION OF BlazeMeter REGARDING WARRANTY CLAIMS AND CLAIMS OF INFRINGEMENT AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

If you are a SaaS user and BlazeMeter has verified that a security breach has or is likely to cause harm and BlazeMeter has verified that Your Data has been or is likely to have been compromised, BlazeMeter will notify you either within five (5) business days, or as required by law, whichever is shorter. You can expect an official incident report with details, including measures to be taken to minimize potential impact, within thirty (30) days of the report's completion, provided that BlazeMeter is not prevented by law or regulation from providing the report. If the event results in the loss of Your Data, BlazeMeter will restore it from the last archive point.

We expect that each party will act within the bounds of this Agreement. When either party breaches the Agreement, the expectation is that the affected party will reach out to the party promptly. If the issue cannot be reasonably resolved within thirty (30) days of notice, and such issue undermines the intended purpose of the Agreement, the non-breaching party may terminate the applicable BlazeMeter Offering. IN ANY EVENT, IF THERE IS ANY OTHER FORM OF LIABILITY UNDER THIS AGREEMENT, BOTH PARTIES AGREE THAT THE OTHER SHALL ONLY BE LIABLE FOR DIRECT DAMAGES, EXCEPT IF EITHER PARTY VIOLATES THE CONFIDENTIALITY PROVISION OF THIS AGREEMENT. CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES SHALL NEVER APPLY. The parties agree though that this is not intended to exclude or restrict liability of either party where the law does not permit you or BlazeMeter to do so. The parties also agree that the direct damages cannot exceed (i) two (2) times the fees paid and owed under the Transaction Document for the Software, Hardware or Services that gave rise to the breach or incident; or (ii) if SaaS, then fees from the Transaction Document for the twelve (12) month period trailing the breach date.

This Master Agreement shall continue in effect unless otherwise terminated. Termination of this Master Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.

While we hope it never comes to this point, if we need to resolve an issue, you and BlazeMeter agree to interpret the Agreement under the laws of CA Laws (excluding its conflict of law provisions) and also excluding the United Nations Convention on Contracts for the International Sale of Goods) and any disputes will be exclusively referred to the CA Courts. If there is a conflict between any terms and conditions, the most recently executed document will control. You agree that this contract creates a customer-independent contractor relationship between you and BlazeMeter. If any part of this Agreement is held to be invalid, the remainder of the Agreement will remain in full force and effect. This Section, the Limitation of Liability and the sections referenced therein shall survive termination or expiration of any Transaction Document and/or this Master Agreement.

SaaS Listing BlazeMeter

1. Introduction

This document provides standards and features that apply to the BlazeMeter SaaS (the "Service") provided to the Customer and defines the parameters for the SaaS that pertain to the following:

- Billing Metric
- Subscription Types and Billing Processes
- Data Location
- SaaS Provisioning
- Service Level Availability (SLA) Targets and Measurement
- Method of SLA measurement
- Service Level Credits
- Usage Limits
- Usage Restrictions
- SaaS Termination
- Data Backup
- Disaster Recovery
- Blog and Knowledge Base

The definitions set out in the Agreement will apply to this SaaS Listing document.

2. Billing Metric

BlazeMeter identifies and describes the following Billing Metrics used as measures to bill the Customer:

The following is an explanation of the metrics used:

- "Tests" means the execution of one or multiple scripts resulting in the issuing of requests to a target environment.
- "Server Hours" mean, per Test, the total number of servers issuing the script's requests multiplied by the duration of the Test, rounded up to complete hours.
- "Virtual User Hours" mean, 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.

3. Subscription Types and Billing Processes

BlazeMeter Technologies licenses the Service on either a term subscription basis, or a usage basis.

- **Term Subscriptions** - Customer may subscribe for a term as set forth in the Transaction Document with set Authorized Use Limitation and pricing as set forth in the Transaction Document. BlazeMeter shall invoice Customer in full for such term. Any use in excess of the Authorized Use Limitation shall be invoiced by BlazeMeter for the previous quarter's overage and at the contract rate set forth in the Transaction Document. The first quarter's overage will be prorated. Any overage will be included in the Authorized Use Limitation for the remainder of the Subscription Term. There are no refunds for unused Tests, Server Hours, or Virtual User Hours.
- **Usage Basis** - Customer may opt to subscribe on a "pay as you go" basis, in which case usage and billing will be based on the "Virtual User Hours" metric.

4. Data Location

BlazeMeter identifies the available geographic locations of all of the customer's data as follows:

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

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

5. **SaaS Provisioning**

- **Versions:** BlazeMeter will provision the Customer on the latest version of the Service that is generally available. BlazeMeter 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. BlazeMeter will make reasonable efforts to provide information to the Customer regarding material changes to the SaaS.

6. **Service Level Availability (SLA)**

BlazeMeter commits to the Service Level Availability as indicated in the table below for the SaaS during the Subscription Term of the Service. In the event that the Service Level Availability committed decreases below the "Threshold for Service Availability Default, Minor or Major" as set forth below, Customer may be entitled to take action as outlined herein. BlazeMeter reserves the right to revise the SLAs set forth below upon thirty (30) day notice to Customer.

Components / Capabilities	Target Service Level Availability	Threshold for "Service Availability Default - Minor"	Threshold for "Service Availability Default - Major"
BlazeMeter Service	99.5%	99.0%	97.0%

7. **Method of SLA Measurement**

BlazeMeter measures Service Level Agreement targets as described below:

- BlazeMeter runs test scripts using application monitoring tools on the Production system to verify that the SaaS is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the SaaS.
- Service Level Availability (SLA) is measured using the formula defined in the table below. The percentage availability is calculated based on the number of successful monitoring tests recorded in any one calendar month divided by the total number of monitoring tests conducted in that one calendar month:

SLA (%) =	$\frac{\text{(Total number of successful test scripts outside of planned outage time periods)}}{\text{(Total number of planned test scripts outside of planned outage time periods)}}$
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Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where BlazeMeter provides notice to Customer.

8. **Service Level Credits**

In the event of a failure to meet a SLA threshold as set forth above and as evidenced by the monthly SLA report available to Customer, the Customer can request service level credits. Customer must notify BlazeMeter within thirty (30) days from the date Customer becomes eligible to receive a service level credit. Failure to comply with this requirement will forfeit Customer's eligibility to receive the service level credit. Any credits issued to Customer will be applied towards the next billing period applicable to Customer or as otherwise mutually agreed to in writing between Customer and BlazeMeter.

Default Name	Definition	Credit
Service Level Credit for Minor Default	Monthly Service level is below 99.0% but greater than or equal to 97.0%	10% of monthly service fees

Service Level Credit for Major Default	Monthly Service level is below 97.0%	15% of monthly service fees
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9. Usage Limits

Usage of the SaaS is limited based on the terms set out in the agreement. If this limit is exceeded, BlazeMeter will notify Customer so Customer may reduce its usage. In the event Customer exceeds the Usage Limit no fewer than five times in two consecutive months, BlazeMeter may suspend the SaaS until Customer is in compliance.

10. Usage Restrictions

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.

11. SaaS Termination

If it is determined by the Customer and confirmed by BlazeMeter that the Service has been unavailable below the major default threshold, measured on a monthly basis during three 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 BlazeMeter of further fees shall be Customer's sole and exclusive remedy for termination due to failure to adhere to Service Level Availability and BlazeMeter shall have no further liability to the Customer. BlazeMeter may terminate the Service upon thirty (30) days' notice to Customer. In the event of SaaS Termination, the Customer is entitled to a refund of fees which have not yet been applied towards the Service as of the effective date of termination and BlazeMeter shall relieve the Customer of its obligation to pay for any fees due for the remainder of the Subscription Term.

12. Data Backup

BlazeMeter commits to the following data backup and replication during the Subscription Term:

- **Data Backup:** All Customers of the Service offering shall have their data backed up on a daily basis. Backups, including customer test artifacts, are maintained for 1 year for Term Subscription customers.

13. Disaster Recovery (DR)

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

What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
BlazeMeter Service	24 hours	24 hours

Recovery Time Objective or RTO is defined as the duration of time within which the SaaS 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 SaaS due to a major interruption or incident.

14. BlazeMeter Blog and Knowledge Base

The Service includes a Blog (at <https://blazemeter.com/blog/>) and a Knowledge Base (at <https://docs.blazemeter.com/>) which, among other things, allow users to network, work together, share thoughts, and offer suggestion on how BlazeMeter can do more

to improve your experience using the Service. BlazeMeter may collect registration and other information about you through the Blog and Knowledge Base. Our collection and use of this information is governed by the BlazeMeter Privacy Policy (at <http://www.ca.com/us/legal/privacy.html?intcmp=searchresultclick&resultnum=1>). Any opinions, statements, offers, or other information that constitutes part of the content expressed or made available by third parties on the Blog or Knowledge Base are those of the respective authors or producers and not of BlazeMeter. BlazeMeter may review and delete any content, in whole or in part, that in BlazeMeter's determination, might be offensive, illegal, misleading or that might violate the rights of or harm any third parties or BlazeMeter. BlazeMeter does not control the content posted by third parties via the Blog or Knowledge Base and, as such, do not guarantee the accuracy, integrity or quality of such content. You understand that by using the Blog and Knowledge Base, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will BlazeMeter be held liable for any loss or damage caused by your reliance on information obtained through the Blog or Knowledge Base. It is your responsibility to evaluate the information, opinion, advice, or other content available. BlazeMeter respects the intellectual property rights of others and expect you to do the same. If you believe that the content you submitted is copyrighted work and the content has been copied in a way that constitutes copyright infringement and is accessible on the BlazeMeter website, you should notify BlazeMeter in accordance with the process set forth at <http://www.ca.com/us/legal/dmca-notice.html?intcmp=searchresultclick&resultnum=1>.

You agree that BlazeMeter is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to BlazeMeter (each, a "Submission"), including, without limitation, your comments to content posted in the Blog or Knowledge Base, or through postings to the Blog or Knowledge Base, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Blog, the Knowledge Base and our products and Services. By posting or providing a Submission, you certify that BlazeMeter's use of your Submission will not infringe on or violate the rights of any third party.