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 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
- Service-Level Credits
- 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 CA Technologies, a Broadcom company, ("CA"), by publication on Broadcom's website.

2.   Billing Metric

The following is an explanation of the Authorized Use Limitation metrics that may be used in the Transaction Document:

- "Test" means the execution of one or multiple scripts resulting in the issuing of requests to a target environment.
- "Virtual User" means a simulation of a single user interacting with a set of APIs or a web application.
- "Virtual User Hours or VUH" 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. For GUI Functional Tests one browser equals 100 VUH.
- "Combined Concurrency" means total maximum concurrency of Virtual Users across all running Tests.
- "Parallel Run" means the number of Tests running at the same time.
- "Request" means the number of API requests made via API Tests, BlazeMeter or Runscope URLs, or otherwise captured and stored with the Service.
- "Concurrent Browsers" means browsers running in parallel with Functional Testing.
- "Mock Services" means virtual services running in parallel.

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 CA for the overage and at the contract rate set forth in such order form. 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.
- CA 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 CA is not responsible for the data managed by the customer.

5. Service Provisioning

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

6. Service-Level Availability

CA 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. CA reserves the right to revise the SLAs set forth below upon thirty (30) day notice to the Customer.

Components / Capabilities	Threshold for "Service Availability Default - Minor"	Threshold for "Service Availability Default - Major"
BlazeMeter SaaS Service*	99.8%	98.5%

*Service Level Availability commitments are not offered for free BlazeMeter plans and CA Runscope Standard.

7. Method of Service-Level Availability Measurement

CA measures Service Level Agreement targets as described below:

- CA runs test scripts using application monitoring tools on the CA 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 CA provides notice to Customer up to 72 hours prior to the planned maintenance window.

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

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, which will be granted at CA's sole discretion. Customer must notify CA 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 CA. The Service Credits shall be Customer's sole and exclusive remedy for any failure of the Services to operate in accordance with the SLAs. The total of all Service Credits due for any one calendar month shall not exceed 100% of the monthly Services Fee due that calendar month.

Exclusions. The calculation of Service Availability SLA excludes instances of: your acts or omissions, force majeure events, scheduled downtime, hackers or virus attacks, or emergency maintenance. This SLA does not cover the availability of self-hosted software executables provided to the Customer by CA.

9.   Usage Limits and Restrictions

Usage of the Service is limited based on the terms set out in the agreement. If this limit is exceeded, CA 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, CA may suspend 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.

10.   Service Termination

If it is determined by the Customer and confirmed by CA 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 CA of further fees shall be Customer's sole and exclusive remedy for termination due to failure to adhere to Service Level Availability and CA shall have no further liability to the Customer.

CA 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.

11.   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 CA is not responsible for data backup.

12. 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, CA 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 SaaS Service	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.

13. Support Policy

Unless stated in another agreement, support and maintenance includes "Tier 2" support. Tier 2 support includes:

- Access to one or more of BlazeMeter Blog (https://blazemeter.com/blog/).
- BlazeMeter Knowledge Base (https://guide.blazemeter.com/), and/or CA Support Online (https://support.broadcom.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 CA can do more to improve your experience using the Service.

Support and maintenance shall be provided in accordance with the CA Support Policy and Terms for Software as a Service available at https://support.broadcom.com/, except that the terms of the Response Times section below shall supersede and replace the Maintenance and Service Level Objectives.

- **Maintenance**

The Agreement identifies the type of Maintenance purchased for the BlazeMeter SaaS Subscription, the duration of such Maintenance (the "Maintenance Term") and the applicable fees for SaaS Maintenance of the Available Functionality. Support will be performed in a timely and professional manner by qualified support engineers and includes:

- Direct access to CA Support and the ability to open and manage support Incidents via website, email and/or other technologies made available by CA 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 CA.
- Non-Production environment support during normal support team coverage hours.
- Access to BlazeMeter Blog (https://blazemeter.com/blog/) and BlazeMeter Knowledge Base (https://guide.blazemeter.com/), and/or CA Support Online (https://support.broadcom.com/) for access to CA SaaS documentation, CA Communities, FAQs, samples, webcast recordings and demos, usage tips, technical updates as such are made available by CA.

- **Service Level Objectives: Response Times**

CA 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	
***Critical Issues**	
**Response Time	8 Business Hours
Resolution Time	CA 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 CA with relevant and requested information, data gathering and testing necessary to resolve the Critical Issue.
Support Hours	M-F 6AM – 6PM PST
Communication Methods	Web/Email
Major or Minimal Issues	
**Response Time	48 Hours (excluding weekends)
Resolution Time	CA will update Customer if and when it will be fixed in accordance with the Service's road map.
Support Hours	M-F 6AM – 6PM PST
Communication Methods	Web/Email

* Critical Issues – Environment is down, or the user is blocked from running tests or viewing reports due to a functional issue on CA's side.

**Response Time – The time for a 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.

- You may be required to upgrade to third-party-supported applications and operating systems as specified by CA in the Documentation, as applicable, in order to continue receiving SaaS Maintenance from CA 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 telephone, CA Support Online or other site or notification mechanisms as CA may designate from time to time, to notify CA of system availability issues, or request other in-scope maintenance and support assistance.

- **Support Team Coverage**

- Monday - Friday: 6:00 AM - 6:00 PM PST (9:00 AM - 9:00 PM EST)