

## ELASTIC CLOUD SUBSCRIPTION ADDENDUM

This **ELASTIC CLOUD SUBSCRIPTION ADDENDUM** (this “**Addendum**”) is subject to, and hereby incorporated into, the Elastic Master Customer Agreement which has been previously entered into, or which is being entered into as of even date herewith, by Elastic and Customer (the “**Agreement**”). This Addendum sets forth additional terms and conditions related to Customer’s purchase of one or more Cloud Subscriptions from Elastic. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement.

### 1 CUSTOMER ACCOUNT

1.1 Registration and Subscription Levels. In order to use a Cloud Service, Customer must first register for one or more account(s) (each an “**Account**”). Each Account may be used in connection with one or more Subscriptions, provided that all Subscriptions for the same Cloud Service within an individual Account must be at the same Subscription Level. Customer may not register multiple Accounts to simulate or act as a single Account, or otherwise access the applicable Cloud Service in a manner intended to avoid incurring fees, including, without limitation, by using more than one Account to service the same use case. Communications from Elastic to Customer regarding a Cloud Service will be sent to the email address registered with the Account applicable to such Cloud Service.

1.2 Customer Security Obligations. Customer is responsible for maintaining the security of the login credentials, security-keys and the correct configuration of access control lists for Customer’s Accounts. Customer is fully responsible for all activities that occur under its Accounts. Customer agrees to immediately notify Elastic of any unauthorized use of its Accounts, use of an Account in violation of this Agreement or any other breaches of security related to its Account(s), of which Customer becomes aware.

1.3 Additional Resources. Customer may add Resources to an existing Subscription via the applicable Cloud Service user interface on a month-to-month basis. Temporary increases in Resources are priced at the then-current list price and invoiced monthly in arrears, unless Customer has provided Elastic with valid credit card information and authorized Elastic to charge such credit card, in which case, Elastic will charge Customer’s credit card for all increases in Resources monthly in arrears. In addition, Customer may add Resources to an existing Cloud Subscription for the remainder of the applicable Subscription Term by executing one or more additional Order Forms setting forth the details of such addition and referencing the Order Form under which a Subscription was initially purchased. Upon execution of such an Order Form by the parties, the additional Resources will be deemed added to the applicable Subscription for the remainder of the applicable Subscription Term. Resources added to an existing Subscription are provided at the price stated on the Order Form under which the applicable Subscription was purchased.

1.4 Upgrading Subscription Levels. Customer may upgrade the Subscription Level of existing Subscriptions through execution of a new Order Form, provided that where Customer upgrades the Subscription Level of an existing Subscription, all other Subscriptions for the same Cloud Service in the same Account, if any, will automatically be upgraded to the same Subscription Level. Fees applicable to upgraded Subscription Levels will be invoiced in accordance with Section 3 of the Agreement.

1.5 Subscriptions for Additional Cloud Services. Customer may purchase a Subscription for additional Cloud Services through execution of an Order Form in accordance Section 2.2 of the Agreement. Such Subscription(s) will be governed by the terms of the Agreement and this Addendum.

1.6 Expiration of Subscriptions. In the event Customer continues to use a Cloud Service after the expiration of the Subscription Term and Customer does not execute an Order Form for a new Subscription Term, such use will no longer be governed by the terms of this Agreement and will instead be governed by the applicable online terms of the standard level for such Cloud Service unless the parties mutually agree otherwise in an Order Form.

### 2 PROVISION OF ELASTIC CLOUD AND SUPPORT SERVICES

2.1 Provision of Elastic Cloud. During the Subscription Term, Elastic will provide to Customer, and Customer is hereby granted the right to (i) use, and (ii) permit Customer’s Affiliates to use, the Cloud

Service at the Subscription Level set forth on the applicable Order Form, provided that such use by Affiliates must be solely for the benefit of Customer, and Customer shall be responsible for all acts and omissions of such Affiliates in connection with their use of the Cloud Service that are contrary to the terms and conditions of this Agreement. The Subscription Level purchased by Customer for a Cloud Service determines the specific Support Services that Customer is entitled to receive, and the Eligible Features and Functions of such Cloud Service that Customer is entitled to use, in each case, as more fully described at [https://www.elastic.co/cloud/as-a-service/cloud\\_services/subscriptions](https://www.elastic.co/cloud/as-a-service/cloud_services/subscriptions). Elastic may from time to time modify the Eligible Features and Functions of the Subscription Level(s) of a Cloud Service during the Subscription Term, but shall not materially reduce the functionality thereof.

2.2 Provision of Support Services. During the applicable Subscription Term for a Cloud Service, Elastic will provide Customer with Support Services in accordance with the applicable Support Services Policy and the Subscription Level purchased by Customer. Support Services will only be delivered remotely, electronically, through the Internet, and when applicable, depending on the particular Subscription Level purchased, via telephone.

2.3 Third Party Contractors. At Customer’s written request to Elastic’s support organization (e-mail sufficient if receipt confirmed or acknowledged), Elastic will provide the Support Services to Customer’s third party IT contractors (“**Contractors**”), solely in connection with such Contractors’ provision of services to Customer, and provided that (i) such Contractors do not offer any software-as-a-service that competes with any Cloud Service, (ii) Customer shall remain responsible to Elastic for the compliance of such Contractors with the terms and conditions of this Agreement, and (iii) such Contractors are contractually bound to obligations that reasonably protect Elastic’s intellectual property and Confidential Information.

2.4 No Other License; No Assignment of Rights. This Agreement grants Customer a limited right to use the applicable Cloud Service. Nothing in this Agreement shall be understood to transfer from Elastic to Customer any intellectual property rights, and all right, title and interest in and to any Cloud Service and the associated Support Services will remain (as between the parties) solely with Elastic or its third party suppliers. “Elastic” logos, and all other trademarks, service marks, graphics and logos used in connection with any Cloud Service and the Support Services are trademarks or registered trademarks of Elastic or Elastic’s third party suppliers. Other trademarks, service marks, graphics and logos used in connection with the any Cloud Service may be the trademarks of other third parties. Elastic grants to Customer no right or license to reproduce, or otherwise use any Elastic or third-party trademarks under this Agreement.

### 3 RESTRICTIONS ON USE OF CLOUD SERVICES AND SUPPORT SERVICES

3.1 Restrictions on Use of Cloud Services. Customer shall use each Cloud Service in compliance with all applicable laws, including export control and data privacy laws. Customer shall not: (i) execute or attempt to execute any computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs (“**Malware**”) in any Cloud Service or use any Cloud Service to transmit Malware; (ii) use any Cloud Service to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party; (iii) access or use any Cloud Service to compete against Elastic; (iv) access or use any Cloud Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, make access to any Cloud Service

through its account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, any Cloud Service; (vii) interfere with or disrupt the integrity, security or performance of any Cloud Service or third-party data contained therein; (viii) attempt to gain unauthorized access to any Cloud Service or any associated systems or networks; (ix) modify, make derivative works of, disassemble, decompile or reverse engineer any Cloud Service or any component thereof; or (x) use any Cloud Service in furtherance of the violation of the rights of others.

3.2 Restrictions on Use of Support Services. Support Services are provided to Customer solely for Customer's internal use (which includes use by Customer Affiliates, and, subject to Section 2.3, Contractors), and are subject to the quantitative limitations set forth on the applicable Order Form, and applicable limitations on the number of support contacts and incidents, if any, set forth in the Support Services Policy. In addition, Customer agrees to not:

(a) use the Support Services to supply any consulting, support or training services regarding any Cloud Service to any third party other than Customer Affiliates; or

(b) use Support Services for one Subscription to obtain support for another Subscription with a lower Subscription Level, or to obtain support for any use by Customer of Elastic software that is offered as a service by any third party.

Customer agrees that any knowing failure to comply with the terms of this Section 3.2 will be deemed a material breach of this Agreement. If Customer breaches this Section 3.2, Elastic may, without prejudice to any other remedies available hereunder, at law or in equity, suspend the provision of Support Services to Customer if Customer fails to cure such breach within fifteen (15) days after receipt of written notice thereof.

3.3 Suspension. If Elastic believes, in its sole discretion, that Customer has violated or attempted to violate Sections 3.1 or 3.2 of this Agreement, or that Customer's use of a Cloud Service presents a material security risk, Elastic may suspend access to such Cloud Service until the violation has been corrected. Elastic will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension and will work with Customer to resolve the underlying issue.

3.4 Overuse. If Customer's use of a Cloud Service materially degrades the performance of such Cloud Service for other customers, as determined solely by Elastic, Elastic reserves the right to throttle or pause Customer's use of such Cloud Service, with or without prior notice. Customer shall contact Elastic if Customer desires to assess performance by benchmarking for more than five minutes.

#### 4 PRIVACY POLICY AND CUSTOMER CONTENT

4.1 Definition of Content. In connection with Customer's use of a Cloud Service, Customer and/or its end users may enable the ingestion of information, content and data (collectively, "**Content**") to, or may retrieve Content from, such Cloud Service.

4.2 Customer Responsibility for Content. Customer is fully responsible for the content, accuracy and completeness of such Content, and any loss, liabilities or damages resulting from the Content, regardless of the nature of the Content including, without limitation, whether the Content consists of, including but not limited to, data, text, graphics, audio, video, or computer software. Customer is solely responsible for backing up or otherwise making duplicates of Content. Customer represents and warrants to Elastic that: (i) Customer owns or has the necessary licenses to provide the Content to Elastic, and the provision of the Content to, and use of the Content by, Elastic as contemplated herein will not infringe the intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights, of any third party; (ii) the Content does not contain any executable Malware; and (iii) Customer has, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the Content, whether requested to do so by Elastic or otherwise.

4.3 Data Processing. To the extent Customer communicates any Content relating to an identified or identifiable individual ("**Personal Data**") to Elastic, or Elastic obtains any Personal Data from Customer, Elastic agrees that it (and/or its contractors) will not knowingly collect, access, use, store, disclose, transfer or otherwise process (collectively, "**Process**" or "**Processing**") any such Personal

Data except (i) for the purposes of this Agreement, including without limitation, to implement and deliver a Cloud Service and its features and associated services, provide customer support, and help Customer prevent or address service or technical problems; (ii) as expressly permitted by Customer in this Agreement or otherwise; or (iii) as compelled by law. Customer shall make such disclosures, obtain such consents, provide such choices, implement such safeguards in compliance with, and otherwise comply with, any applicable law, rule or regulation regarding the Processing of Personal Data of any individual whose Personal Data Processed is by Customer (including, without limitation, by disclosing the Personal Data to Elastic) in connection with Customer's use of or access to a Cloud Service and its features and associated services. For purposes of this Agreement, Customer is a "data controller" and Elastic is a "data processor" with respect to Personal Data, as these terms are defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**" or "**General Data Protection Regulation**").

4.4 License to Elastic. By submitting Content to Elastic, Customer hereby grants Elastic a sublicenseable, worldwide, royalty-free, and non-exclusive right to reproduce, modify, adapt and publish the Content solely for the purpose of enabling Elastic to provide Customer with the applicable Cloud Service. If Customer wishes to delete Content from Customer's Account, Elastic will use reasonable efforts to remove it, but Customer acknowledges that backups, caching or references to the Content may not be made immediately unavailable.

4.5 Data Retrieval. Customer is solely responsible for deleting or retrieving Content from a Cloud Service prior to termination of the applicable Subscription and/or Customer's Account for any reason. If Elastic terminates a Subscription and/or Customer's Account, Elastic will provide Customer a reasonable opportunity to retrieve Customer's Content from the applicable Cloud Service, if requested in writing. Such a request must be sent by email to Elastic within seven (7) days after Customer receives notice regarding the termination. In any event, Content will be deleted from such Cloud Service no earlier than fourteen (14) days after the termination date identified in the applicable notice regarding such Subscription and/or Customer Account has been sent to Customer. Notwithstanding the foregoing, Elastic may delete Content in accordance with Elastic's Digital Millennium Copyright Act policy.

4.6 Payment Information. Customer acknowledges and agrees that any credit card and related billing and payment information provided to Elastic may be shared by Elastic with companies who work on Elastic's behalf, such as payment processors and/or credit agencies, but solely for the purposes of checking credit, effecting payment to Elastic and servicing Customer's Account. Elastic shall not be liable for any use or disclosure of such information by such third parties.

4.7 Cloud Service Analytics. Elastic may collect and compile Service Analysis Data (defined below) and use such Service Analysis Data for security, product and operations management and for research and development. "**Service Analysis Data**" is information other than Content that may be collected or compiled by Elastic using session tracking and analytics technology in connection with Customer's acquisition or use of a Cloud Service

4.8 Third Party Content. Furthermore, while Elastic reserves the right, it has no obligation to monitor all of the content, data or information uploaded on any Cloud Service by third parties ("**Third Party Content**"), and is not responsible for any such content, data or information. Elastic does not represent or imply that such Third-Party Content is accurate, useful or non-harmful. Customer must take all precautions necessary to protect itself, and its computer systems from viruses, worms, Trojan horses, and other harmful or destructive materials. Elastic disclaims any responsibility for any harm resulting from the use any Cloud Services including, without limitation, resulting from any Third-Party Content.

#### 5 INDEMNIFICATION

5.1 Obligations of Customer. Except with respect to a matter addressed under Section 6.1 (Elastic Obligations; Infringement Claims) of the Agreement, Customer will, at its expense (i) defend, or at its option settle, but subject to Elastic's prior written consent, not to be unreasonably withheld, a claim brought against Elastic, its

contractors, suppliers, licensors, and or respective directors, officers, employees and agents, arising out of or related to Customer's use of any Cloud Service including, without limitation use in violation of the terms of this Addendum, and (ii) indemnify Elastic against and pay (1) any settlement of such claim or (2) any damages finally awarded to such third party by a court of competent jurisdiction as the result of such claim.

5.2 **Conditions.** The obligations of Customer in this Section 5 are conditioned upon Elastic (i) notifying Customer promptly in writing of any threatened or pending claim for which Customer has an obligation under this Section, provided that failure to provide such notice will only relieve Customer of its obligations under this Section 5 to the extent its ability to defend or settle an applicable claim is materially prejudiced by such failure to provide notice, (ii) giving Customer, at Customer's expense, reasonable assistance and information requested by Customer in connection with the defense and/or settlement of the claim and (iii) tendering to Customer sole control over the defense and settlement of the claim. Elastic's counsel will have the right to participate in the defense of the claim, at Elastic's own expense. Elastic will not, without the prior written consent of Customer, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim.

5.3 **Excluded Damages.** Notwithstanding anything to the contrary in the Agreement, including Section 7.2 (Damages Cap) thereof, no limitation of liability shall apply to Customer's obligations under this Section 5.

## 6 ADDITIONAL DEFINITIONS

Capitalized terms used herein have the meaning set forth in the Agreement or ascribed below, or where such terms are first used, as applicable.

6.1 **"Resources"** means the applicable metric by which a Cloud Service is billed as set forth on an Order Form.

6.2 **"Support Services Policy"** means Elastic's support services policy for the applicable Subscription Level for a Cloud Service located [https://www.elastic.co/legal/support\\_policy/cloud\\_services](https://www.elastic.co/legal/support_policy/cloud_services) at. Elastic reserves the right to reasonably modify the Support Services Policy during the Subscription Term. However, Elastic agrees not to materially diminish the level of Support Services during the Subscription Term. The effective date of each version of the Support Services Policy will be stated therein, and Elastic will retain an archived copy of each version that will be made available to Customer upon request. The Support Services Policy is hereby incorporated into these terms and conditions by this reference.

**In Witness Whereof**, the parties have executed this Cloud Subscription Addendum by their duly authorized representatives.

**ELASTICSEARCH ES Ltd**

**CUSTOMER:**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



## ELASTIC

### MASTER CUSTOMER AGREEMENT

This **Elastic Master Customer Agreement**, including all attachments, any Addendum (as defined below), schedules and exhibits, and documents at referenced URLs, all of which are incorporated herein by this reference (collectively, this “**Agreement**”), is entered into as of the date on which it is fully executed (“**Effective Date**”), by and between Elasticsearch Limited, a company incorporated in England whose registered office is located at 5 Southampton Street, London WC2E 7HA (“**Elastic**”), and the entity identified as the “Customer” on the signature block of this Agreement (“**Customer**”).

#### 1 DEFINITIONS

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

1.1 “**Addendum**” means, an addendum to this Agreement which sets forth additional terms and conditions that are specific to Self-managed Subscriptions, Cloud Subscriptions, Services or additional subject matter described therein.

1.2 “**Affiliate**” means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity, or the contractual right to establish policy for, and manage the operations of, the entity.

1.3 “**Cloud Service**” means an Elastic software-as-a-service offering.

1.4 “**Cloud Subscription**” means a Subscription in which the included Product is a Cloud Service.

1.5 “**Consulting Services**” means consulting services provided to Customer by or on behalf of Elastic.

1.6 “**Documentation**” means the end user documentation published at <https://www.elastic.co/guide/index.html> by Elastic.

1.7 “**Eligible Features and Functions**” means those features and functions of an Elastic Product that are eligible for use with respect to the Subscription Level purchased by Customer.

1.8 “**Order Form**” means an ordering document provided by Elastic pursuant to which Customer, or a Reseller acting on Customer’s behalf, purchases Subscriptions or Services under this Agreement.

1.9 “**Product**” means Self-managed Software or a Cloud Service, as applicable.

1.10 “**Qualifying PO**” means a purchase order issued by customer for the purpose of purchasing a Subscription and/or Services, which (i) references the number of an applicable Order Form provided to Customer by Elastic and (ii) clearly states the purchase order is subject to the terms and conditions of this Agreement.

1.11 “**Reseller**” means a third party authorized by Elastic to promote and resell Subscriptions and/or Services.

1.12 “**Self-managed Software**” means Elastic software that is licensed for use on Customer’s premises or in Customer’s public cloud account under a Subscription.

1.13 “**Self-managed Subscription**” means a Subscription in which the included Product is Elastic Self-managed Software.

1.14 “**Services**” means Consulting Services and/or Training Services, as applicable.

1.15 “**Subscription**” means Customer’s right, for a fixed period of time, to possess, use and/or access, an applicable Product, and if applicable, to receive associated Support Services.

1.16 “**Subscription Level**” means the level of a Subscription purchased by Customer. The level of the Subscription purchased by Customer determines the Eligible Features and Functions that Customer is entitled to use, and the specific Support Services that

Customer is entitled to receive, if any, with respect to any Products included in the Subscription. Links to specific descriptions of the Subscription Levels for each Product are included in the applicable Addendum.

1.17 “**Subscription Term**” means the period of time for which a Subscription is valid, as further described in Section 8.1 of this Agreement.

1.18 “**Support Services**” means maintenance and support services for an applicable Product, if any, that are included in a Subscription, as more fully described in the applicable Support Services Policy.

1.19 “**Support Services Policy**” means Elastic’s support services policy for a Product, as further described at a URL referenced in an applicable Addendum.

1.20 “**Training Services**” means Elastic’s private training services regarding the use of one or more Products, provided to Customer by or on behalf of Elastic.

#### 2 AGREEMENT SCOPE

2.1 Master Agreement. This Agreement is a master agreement that includes terms and conditions applicable to each Addendum. In order for Customer to purchase specific Subscriptions and/or Services, Customer and Elastic must first execute an Addendum applicable to such Subscriptions and/or Services. Once executed by both parties, each Addendum becomes part of, and is subject to the terms and conditions of, this Agreement. Customer may then order the Subscriptions and/or Services covered by a given Addendum as set forth in Section 2.2 below.

##### 2.2 Subscriptions and Services Orders.

(a) **Initial Orders.** Orders for Subscriptions and/or Services may be placed by Customer through (1) the execution of Order Forms with Elastic, setting forth, as applicable, the (i) Subscription Level, (ii) quantitative and other limitations applicable to a Subscription, (iii) Subscription Term, (iv) specific Services included, where applicable, and (v) total price for such Subscription or (2) issuance by Customer of a Qualifying PO, which will be deemed to constitute, for purpose of this Agreement, the execution by Customer of the referenced Order Form.

(b) **Additions and Upgrades to Subscriptions.** Customer may add to Subscriptions, and/or upgrade the Subscription Level for an existing Subscription, by executing one or more additional Order Forms setting forth the details of such addition and/or upgrade, and referencing the Order Form under which the Subscription was initially purchased. Upon execution of such an Order Form by the parties, the additions and/or upgrade, will be deemed added to the applicable Subscription for the remainder of the applicable Subscription Term, or, if so indicated on the Order Form, a new Subscription and Subscription Term may be initiated, that includes the addition and/or upgrade, and Customer will be provided with a credit for the unused portion of the existing Subscription.

2.3 Affiliates. The parties agree that their respective Affiliates may also conduct business under this Agreement by entering into Order Forms, subject to such additional and/or alternative terms and conditions to those contained in this Agreement as may be mutually agreed upon in order to comply with local country law or business practices, and which are set forth in an applicable participation

agreement, executed by the applicable parties which incorporates the terms and conditions of this Agreement, as amended by the terms of the participation ("**Participation Agreement**"). Accordingly, where Affiliates of the parties conduct business hereunder, references to Customer herein shall include any applicable Customer Affiliate, and references to Elastic herein shall include any applicable Elastic Affiliate. The parties agree that where either of them or one of their Affiliates enters into an Order Form with an Affiliate of the other party, that such Affiliate shall be solely responsible for performing all of its obligations under this Agreement in connection with such Order Form.

**2.4 Subscriptions and Services Purchased Through Resellers.** The parties agree that Customer may purchase through Resellers Subscriptions and/or Services that are governed by this Agreement. Orders for Subscriptions purchased through a Reseller, including multi-year Subscriptions, are not subject to cancellation by Customer. Where Customer purchases a Subscription and/or Services through a Reseller, the Reseller will enter into an Order Form with Elastic for the purchase of a Subscription and/or Services that shows Customer as the "ship to" party and Reseller as the "bill to" party, and Reseller and Customer will enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Subscription and/or Services, as well as any other terms or conditions that apply between them. Elastic hereby agrees that, subject to receiving payment from the Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of this Agreement, for providing the Subscriptions and/or Services under any such Order Form. Customer hereby acknowledges that Elastic will not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third party products or services furnished to Customer by any Reseller. For the avoidance of doubt, Sections 3.1 and 3.2 below will be of no effect where Customer purchases a Subscription and/or Services through a Reseller, as payment and taxes will be addressed in the agreement between Reseller and Customer.

### **3 PAYMENT AND TAXES**

**3.1 Payment.** Customer agrees to pay Elastic the fees stated on each Order Form within thirty (30) days after receipt of an applicable invoice. All invoices will be paid in the currency set forth on the applicable Order Form. Payments will be made without right of set-off or chargeback. If Customer does not pay the invoices when due, Elastic may charge interest at the lesser of one percent (1%) per month on the unpaid balance or the highest percentage allowed under applicable law. Except as otherwise expressly provided in this Agreement, any and all payments made by Customer pursuant to this Agreement or any Order Form are non-refundable, and all commitments to make any payments hereunder or under any Order Form are non-cancellable.

**3.2 Taxes.** All fees stated on an Order Form are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components, if any, of any Subscription purchased by Customer under this Agreement (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of Elastic or any of its Affiliates. Customer will pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of Support Services or the Products and/or Services under this Agreement, Customer shall increase the sum paid to Elastic by an amount necessary for the total payment to Elastic equal to the amount originally invoiced.

### **4 CONFIDENTIAL INFORMATION**

**4.1 Confidential Information.** Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("**Confidential Information**"). Confidential Information includes materials and all communications concerning Elastic's or Customer's business and marketing strategies, including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with the Products, anything provided by either party to the other in connection with the Products and/or Support Services provided under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not),

schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made. Confidential Information also includes any notes, summaries, analyses of the foregoing that are prepared by the receiving party.

**4.2 Non-use and Non-disclosure.** The parties shall at all times, both during the Term and thereafter keep in trust and confidence all Confidential Information of the other party using commercially reasonable care (but in no event less than the same degree of care that the receiving party uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties other than to Affiliates or as necessary to carry out its duties under this Agreement without the other party's prior written consent, provided that each party shall be allowed to disclose Confidential Information of the other party to the extent that such disclosure is approved in writing by such other party, or necessary to enforce its rights under this Agreement.

**4.3 Non-Applicability.** The obligations of confidentiality shall not apply to information which (i) has entered the public domain or is otherwise publicly available, except where such entry or availability is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party without any use of any of the Confidential Information as evidenced by appropriate documentation.

**4.4 Terms of this Agreement.** Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to potential investors, potential acquirers, accountants, attorneys and parent organizations pursuant to the terms of a non-disclosure or confidentiality agreement.

**4.5 Disclosure Required by Law.** Notwithstanding anything to the contrary herein, each party may disclose the other party's Confidential Information in order to comply with applicable law and/or an order from a court or other governmental body of competent jurisdiction, and, in connection with compliance with such an order only, if such party: (i) unless prohibited by law, gives the other party prior written notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party written notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, or confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is, in the opinion of its counsel, reasonably necessary to comply with an applicable order.

### **5 WARRANTIES AND DISCLAIMER OF WARRANTIES**

**5.1 Limited Support Services and Services Performance Warranty.** Elastic warrants that it will perform the Support Services and/or Services, as applicable, in a professional, workmanlike manner, consistent with generally accepted industry practice, and, in the case of Support Services, in accordance with any applicable Support Services Policy. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Customer's exclusive remedy, shall be for Elastic to re-perform the applicable Support Services and/or Services.

**5.2 Limited Product Performance Warranty.** Elastic warrants that during the applicable Subscription Term, the Products will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Customer's exclusive remedy shall be for Elastic to (i) correct any failure(s) of the Products to perform in all material respects in accordance with the Documentation or (ii) if Elastic is unable to provide such a correction within thirty (30) days of receipt of notice of the



applicable non-conformity, Customer may elect to terminate the associated Subscription, and Elastic will promptly refund to Customer any pre-paid, unused fees paid by Customer to Elastic for such Subscription. The warranty set forth in this Section 5.2 does not apply to any trial use of a Product or any Beta version of a Product, or if the Product or any portion thereof: (a) has been altered, except by or on behalf of Elastic; (b) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (c) is used on equipment, products, or systems not meeting specifications identified by Elastic in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Elastic during the applicable Subscription Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Elastic.

**5.3 Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTIONS 5.1 AND 5.2 ABOVE OR IN AN APPLICABLE ADDENDUM, THE PRODUCTS, SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND ELASTIC MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED IN CONNECTION WITH ITS USE OF THE PRODUCTS, SERVICES AND SUPPORT SERVICES. IN ADDITION, CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

## **6 INFRINGEMENT CLAIMS**

**6.1 Elastic Obligations.** Elastic will, at its expense: (i) defend, or at its option settle, any claim brought against Customer by an unaffiliated third party alleging that Customer's use, during the applicable Subscription Term, of Products and/or Services infringed such party's patent registered as of the Effective Date, or any copyright or trademark of such party, or made unlawful use of such party's trade secret (each, an "**Infringement Claim**") and (ii) indemnify Customer against and pay (1) any settlement of such Infringement Claim consented to by Elastic or (2) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim.

**6.2 Exclusions.** Elastic will have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (i) where an Infringement Claim alleges patent infringement, Customer's use of Products and/or Services in a country that is not a contracting state to the Patent Cooperation Treaty; (ii) where a software Product is directly possessed, or managed on a third party service, by Customer, the failure of Customer to use, within thirty (30) days of Customer's receipt of notice from Elastic regarding the availability of such update and that such update addresses an infringement issue, an update to such software Product that would have avoided the Infringement Claim; (iii) a modification of Products and/or Services that is not performed by or on behalf of Elastic; (iv) the combination, operation, or use of the Products and/or Services with any other products, services or equipment not provided by Elastic or branded as Elastic products or services, where there would be no Infringement Claim but for such combination; (v) use of the applicable Products and/or Services other than in accordance with the terms and conditions of this Agreement; (vi) where Products are incorporated into, or constitute a component of, a larger system or solution, including but not limited to a software-as-a-service, damages attributable to the value of the use of any non-Elastic product or service or (vii) any open source software included in a Product.

**6.3 Certain Remedies.** If the Products and/or Services are, or in Elastic's reasonable opinion are likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, Elastic may, at its expense and option: (i) obtain the right for Customer to continue to use the applicable Products and/or Services; (ii) modify the applicable Products and/or Services to make it/them non-infringing, but substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are, in Elastic's reasonable judgment, commercially reasonable options, terminate Customer's right to use the applicable Products and/or Services, and, at Customer's written request, terminate all affected Order Forms and promptly refund to Customer any unused pre-paid fees paid by Customer to Elastic under such terminated Order Forms.

**6.4 Conditions.** The obligations of Elastic in this Section 6 are conditioned upon Customer (i) notifying Elastic promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice will only relieve Elastic of its obligations under this Section 6 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice, (ii) giving Elastic, at Elastic's expense, reasonable assistance and information requested by Elastic in connection with the defense and/or settlement of the Infringement Claim and (iii) tendering to Elastic sole control over the defense and settlement of the Infringement Claim. Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of Elastic, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

**6.5 Exclusive Remedy.** THE FOREGOING PROVISIONS OF THIS SECTION 6 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ELASTIC, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OF ANY TRADE SECRET, BY ANY PRODUCTS AND/OR SERVICES.

## **7 LIMITATION OF LIABILITY**

**7.1 Excluded Damages.** IN NO EVENT SHALL CUSTOMER OR ELASTIC, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.2 Damages Cap.** EXCEPT WITH RESPECT TO A BREACH OF ITS OBLIGATIONS UNDER SECTION 4, AND WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 6.1(i), IN NO EVENT SHALL ELASTIC'S TOTAL, CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID BY CUSTOMER TO ELASTIC UNDER THIS AGREEMENT IN CONNECTION WITH SUCH ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

**7.3 Exclusion.** NOTHING IN THIS AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION OR FOR ANY LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW.

**7.4 Basis of the Bargain.** THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF ELASTIC FOR THE PRODUCTS, SERVICES AND/OR SUPPORT SERVICES PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

## 8 TERM AND TERMINATION

8.1 **Subscription Term.** The initial Subscription Term for each Subscription will commence and expire in accordance with the start date and end date set forth on the applicable Order Form, unless earlier terminated in accordance with Section 8.3 below. Thereafter, each Subscription shall automatically renew for additional one (1) year periods (or for such longer period as may be set forth on a renewal Order Form executed by the parties) unless either party gives written notice to the other of its intention not to renew the Subscription at least thirty (30) days prior to the expiration of the then-current Subscription Term. The initial Subscription Term, plus any subsequent renewal Subscription Term shall be the "**Subscription Term**".

8.2 **Agreement Term.** This Agreement will commence on the Effective Date and, unless earlier terminated in accordance with Section 8.3(b) below, continue in force and effect for a period of five (5) years. Thereafter, the term of this Agreement shall automatically renew for additional one (1) year periods unless either party gives written notice to the other of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then-current term. The initial term of this Agreement, plus any subsequent renewal term, shall be the "**Term**" of this Agreement. Notwithstanding any expiration of this Agreement, its terms will continue to apply to any Subscription that has not been terminated or for which the Subscription Term has not expired.

### 8.3 **Termination.**

(a) **Subscriptions and/or Services.** Each party may terminate a Subscription and/or Services, upon giving notice in writing to the other party if the non-terminating party commits a material breach of this Agreement with respect to such Subscription and/or Services, and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. Upon the termination or expiration of a Subscription and/or Services, the rights and obligations of the parties with respect thereto will, subject to Section 8.4 below, cease, provided that termination of a Subscription and/or Services under this subsection (a) will not result in termination of any other Subscriptions and/or Services.

(b) **Agreement.** Either party may terminate this Agreement upon giving notice in writing to the other party if the non-terminating party commits a material breach of this Agreement with respect to any active Subscriptions hereunder, and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. For the avoidance of doubt, termination of this Agreement under this subsection (b) will result in the termination of all Subscriptions and Order Forms.

8.4 **Survival.** Upon the expiration or termination of an Order Form or this Agreement, (i) Customer shall have no further rights under any affected Subscription(s); and (ii) any payment obligations accrued under Section 3, as well as the provisions of Sections 1, 4, 5, 6, 7, 8.4 and 9 of this Agreement will survive such expiration or termination.

## 9 GENERAL

9.1 **Anti-Corruption.** Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws ("**Anti-Corruption Laws**"). Each party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

9.2 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assigning party under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets. Any assignment in violation of this Section 9.2 shall be void, *ab initio*, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective permitted successors and assigns.

### 9.3 **Reserved.**

9.4 **Customer Identification.** Unless Elastic has first obtained Customer's prior written consent, Elastic shall not identify Customer as a user of the Products and/or Services (as applicable), on its website, through a press release issued by Elastic and in other promotional materials.

9.5 **Export Control.** Customer acknowledges that the Products, Services, and technologies related thereto are subject to the Export Administration Regulations ("**EAR**") (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control. Customer is now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Elastic goods, software or technology or disclose any Elastic software or technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to the Products may in certain circumstances be considered a re-export of such Products, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

9.6 **Force Majeure.** Except with respect to payment obligations, neither party will be liable for, or be considered to be in breach of, or in default under, this Agreement, as a result of any cause or condition beyond such party's reasonable control.

9.7 **Future Features and Functions.** Customer understands and agrees that any features or functions of Products referenced on any Elastic website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for Elastic's Products remains at Elastic's sole discretion. Accordingly, Customer agrees that it is purchasing Products based solely upon features and functions that are currently available as of the time an Order Form is executed, and not in expectation of any future feature or function.

9.8 **Governing Law, Jurisdiction and Venue.** The parties intend that no term of the contract made by this Agreement may be enforced by any person who is not a party to it. The parties reserve the right to agree to rescind or vary this Agreement without the consent of any other person. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be and hereby are excluded. This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over any and all disputes arising out of or in connection with it and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. A breach or threatened breach, by either party of Section 4 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

9.9 **Notices.** Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or by e-mail, if acknowledged received by return e-mail or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on an Order Form. Notices to Elastic may also be sent to [legal@elastic.co](mailto:legal@elastic.co). Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section 9.9.

9.10 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

9.11 Relationship of the Parties. The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Each party shall be solely responsible for the supervision, direction, control and payment of its personnel, including, without limitation, for taxes, deductions and withholdings, compensation and benefits, and nothing herein will be deemed to result in either party having an employer-employee relationship with the personnel of the other party.

9.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.

9.13 Suggestions, Ideas and Feedback. Subject to its obligations under Section 4 of this Agreement (Confidential Information), Elastic will be free to use, irrevocably, in perpetuity and for any purpose, all suggestions, ideas and/or feedback (collectively, "**Feedback**") provided to Elastic by Customer, or its Affiliates and their respective employees, contractors or other agents, with respect to the Products and/or Services. The foregoing grant of rights is made without any duty to account to any of the foregoing persons or entities for the use of such Feedback.

9.14 Entire Agreement; Amendment. This Agreement, together with any Order Forms executed by the parties, and the Support Services Policy, each of which is hereby incorporated herein by this reference, constitutes the entire agreement between the parties concerning the

subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a scanned copy will have the same force and effect as execution of an original, and a scanned signature will be deemed an original and valid signature. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) an applicable Order Form (but only for the transaction thereunder), (ii) an Applicable Addendum, (iii) this Agreement, and (iv) the Support Services Policy. For the avoidance of doubt, the parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of a Subscription and/or Services, it shall do so only for the purpose of Section 2.2(a)(2) or for its own internal, administrative purposes and not with the intent to provide any contractual terms. By entering into this Agreement, whether prior to or following receipt of Customer's purchase order or any similar document, the parties are hereby expressly showing their intention not to be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Elastic's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement. This Agreement shall not be modified except by a subsequently dated, written amendment that expressly amends this Agreement and which is signed on behalf of Elastic and Customer by their duly authorized representatives. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguity shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

**In Witness Whereof**, the parties have executed this Agreement by their duly authorized representatives.

**ELASTICSEARCH LIMITED**

**Signature:**

**Name:**

**Title:**

**Date:**

**CUSTOMER:**

**Signature:**

**Name:**

**Title:**

**Date:**



## ELASTIC SERVICES ADDENDUM

This **ELASTIC SERVICES ADDENDUM** (this “**Addendum**”) is subject to, and hereby incorporated into, the Elastic Master Customer Agreement which has been previously entered into, or which is being entered into as of even date herewith, by Elastic and Customer (the “**Agreement**”). This Addendum sets forth additional terms and conditions related to Customer’s purchase of Consulting Services and/or Training Services. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement.

### 1 SERVICES

#### 1.1 Services Orders.

(a) Customer may order Services by executing an Order Form, which upon execution by Elastic and Customer will become part of and subject to this Agreement. Each Order Form will set forth the Services Package(s) being purchased and the applicable Fees.

(b) Order Forms are not subject to cancellation. Customer agrees that it will have a period of one (1) year from the date of execution of an applicable Order Form to consume the Services set forth on such Order Form. Upon the expiration of such one (1) year period, Elastic will not be obligated to provide such Services, or provide a refund of any Fees paid under such Order Form.

#### 1.2 Scheduling and Rescheduling.

(a) Services may be scheduled at the time of purchase, or at a later date, through contacting the Elastic Consulting Services group, provided that Services to be provided at Customer’s location must be scheduled in minimum increments of one (1) day, and Services to be provided remotely must be scheduled in minimum increments of two (2) hours.

(b) Rescheduling of Services must be done in writing. There is a €2,600 rescheduling fee if Services are rescheduled less than fifteen (15) days prior to the scheduled commencement of Services, and Customer shall reimburse Elastic for any non-refundable travel expenses that have been incurred by Elastic prior to such rescheduling.

1.3 Performance of Services. Subject to the payment by Customer to Elastic of applicable Fees and the terms and conditions of this Services Addendum and the Agreement, Elastic agrees to perform the Services.

1.4 Personnel. Elastic reserves the right, at its discretion, to assign personnel, and to use and assign personnel from Elastic Affiliates, to perform Services.

1.5 Customer Policies. When Consultants are performing Services at a Customer location, Elastic shall procure that the Consultants conduct themselves in accordance with the standard health, safety and security policies of Customer applicable to its staff and/or visitors generally, and which are provided to Elastic in writing in advance. Customer agrees to provide written notice to Elastic of any applicable non-standard policies (for example, the requirement of security clearances, background checks or execution of any additional agreements) in advance of entering into an Order Form. For the avoidance of doubt, the parties agree that if Customer or any Customer Affiliate requires any Consultant entering Customer’s premises to sign any non-disclosure agreement, agreement addressing proprietary rights, or other, similar document as a condition of being permitted to enter Customer’s premises for the purpose of performing Services (any such document or agreement, an “**Individual NDA**”), that such Individual NDA will be deemed void, ab initio, and that the provisions of this Agreement exclusively govern Consultant’s activities while on Customer’s premises, and that Customer will look solely to Elastic to satisfy its obligations hereunder, and not to any Consultant.

#### 1.6 Customer Obligations.

(a) **Access, Information, Materials and Cooperation.** For Consulting Services, Customer agrees to provide Elastic with such cooperation, materials, information, access and support which Elastic deems to be reasonably required to allow Elastic to successfully provide the Services, including, without limitation, secure access to Customer’s systems, that complies with any data privacy laws applicable to Customer and Customer’s security policies, and as may be set forth in the Services Description. Customer understands and agrees that Elastic’s obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

(b) **Workplace Standards and Hours.** Customer agrees to ensure the Consultants performing Services at a Customer location are provided reasonable working conditions and not required to work unreasonable hours. Without limiting the generality of the foregoing, Customer shall provide a safe and adequate work space and environment, with reasonable lighting and access to appropriate resources and facilities, and Customer shall not, without the prior written consent of Elastic: (i) require a Consultant to work more than five (5) consecutive days without a day off; (ii) require a Consultant to work more than five (5) consecutive days without the opportunity to travel to their location of residence; (iii) require a Consultant to work more than ten (10) hours in any one day; or (iv) require a Consultant to work between the hours of 12:00 am and 6:00 am, local time. In addition, Customer shall ensure that Consultants are granted at least one (1) hour for a meal for every ten (10) hours worked, and one (1) fifteen (15) minute break every four (4) hours worked.

(c) **Out of Scope Services and Items.** Elastic shall not be responsible for any services or items that are not expressly included in the Services Description for each applicable Services Package, which shall be the responsibility of Customer.

(d) **Training Services.** Customer will supply facilities and equipment (including refreshments and stationary) for on-site courses with one fully operational workstation per student, unless otherwise stated on the Services Order Form. Customer shall not change the venue for a course to another venue more than five miles away without giving Elastic fourteen (14) days prior written notice, nor without Elastic’s prior written consent (not to be unreasonably withheld or delayed), failing either of which Elastic shall be entitled to treat the Training Services as having been cancelled by Customer. Customer shall ensure that all persons booked to receive training: (i) are appropriately qualified to participate; (ii) arrive on time for training and in any event not later than twenty minutes after its scheduled start time; (iii) do not conduct themselves in an anti-social manner that could reasonably be considered contrary to Customer’s applicable employment rules and policies. Consultants providing Training Services shall have the right in their reasonable discretion to exclude from a training session any person in breach of subsections (i)-(iii) of this Section 1.5(d).

### 2 OWNERSHIP OF WORK PRODUCT AND OTHER MATERIALS

2.1 Work Product. In the course of performing Services, Elastic may create software or other works of authorship (collectively “**Work Product**”). Subject to Customer’s ownership interest in, and Elastic’s obligations with respect to, Customer’s Confidential Information (which will not under any circumstances be deemed to constitute Work Product), Elastic shall own all right title and interest in and to all Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (“**Work Product Deliverable**”), Elastic hereby grants to Customer a royalty-free, perpetual, worldwide license, without the right to grant or authorize sublicenses, to use such Work Product Deliverable solely for Customer’s own internal business purposes, provided that where such Work Product Deliverable is a derivative work of Software, Customer is hereby granted a license to such Work Product Deliverable on the terms, and for the same period of time as, Customer’s license to the Software from which such Work Product Deliverable was derived (“**Original Software**”). Customer may allow its third party service providers to exercise the foregoing rights on Customer’s behalf. Customer may not distribute or otherwise transfer such Work Product Deliverable to any third party, unless Customer is permitted to do so under the license applicable to the Original Software. Nothing in this Agreement shall be deemed to prohibit Elastic from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

2.2 Other Materials. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to any

other materials, including, without limitation training course materials provided by Elastic to Customer in connection with the provision to Customer of Services (collectively, “**Materials**”), other than the rights of use specifically granted in this Agreement. Customer shall be entitled to keep and use all Materials provided by Elastic to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Elastic. In particular and without limitation, Materials may not be copied electronically or otherwise (except for purposes of internal distribution within Customer’s organization and for archival purposes), modified including translated, re-distributed, disclosed to third parties (other than Customer Affiliates and Contractors providing services to Customer that do not compete with the Services), lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All Elastic trademarks, trade names, logos and notices present on the Materials shall be preserved and not deliberately defaced, modified or obliterated except by normal wear and tear. Customer shall not use any Elastic trademarks without Elastic’s express written authorization.

### 3 INDEMNIFICATION

3.1 Each party (“**Indemnitor**”) shall indemnify, defend and hold the other party and its directors, officers, employees, agents and independent contractors (“**Indemnitee**”) harmless from and against, any and all suits, actions and proceedings, claims, liabilities, losses, damages, expenses (including attorneys’ fees) and costs (collectively, “**Claims**”), made against an Indemnitee by a third party for personal injury or damage to tangible property, to the extent arising solely from any gross negligence or reckless act, or any intentional misconduct of the Indemnitor, or its directors, officers, employees, agents or independent contractors in the performance of this Services

Addendum. The indemnification obligations of the parties in this Section 3 are contingent upon: (i) the Indemnitee promptly notifying the Indemnitor in writing of any claim which may give rise to a Claim for indemnification hereunder; (ii) the Indemnitor being allowed to control the defense and settlement of such Claim; and (iii) the Indemnitee cooperating with all reasonable requests of the Indemnitor (at Indemnitor’s expense) in defending or settling a Claim. The Indemnitee shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing.

### 4 ADDITIONAL DEFINITION

Capitalized terms used herein have the meaning set forth in the agreement or ascribed below, or where such terms are first used, as applicable.

4.1 “**Consultant**” means a member of Elastic’s consulting services or training services staff, as applicable.

4.2 “**Fees**” means the fees to be paid by Customer to Elastic for Service Packages and/or Training Services.

4.3 “**Services Description**” means the document located at [https://www.elastic.co/services\\_policy](https://www.elastic.co/services_policy) that describes the specific details of the scope of each Services Package available for purchase by Customer from Elastic.

4.4 “**Services Package**” means a specific package of Consulting Services that may be purchased by Customer, as described in the Services Description.

In Witness Whereof, the parties have executed this Services Addendum by their duly authorized representatives.

ELASTICSEARCH LTD

Signature:

Name:

Title:

Date:

CUSTOMER:

Signature:

Name:

Title:

Date:

## ELASTIC ONLINE TRAINING SERVICES SUBSCRIPTION ADDENDUM

This **ONLINE TRAINING SERVICES SUBSCRIPTION ADDENDUM** (this “**Addendum**”) is subject to, and hereby incorporated into, the Elastic Master Customer Agreement which has been previously entered into, or which is being entered into as of even date herewith, by Elastic and Customer (the “**Agreement**”). The Online Services (defined below) are “Training Services” under the Agreement. This Addendum sets forth additional terms and conditions related to Customer’s purchase of one or more Training Subscriptions (defined below) for the Online Services from Elastic.

### 1. SERVICES

1.1 General. Customer may purchase Online Services from Elastic by completing an Order Form, where the purchase and delivery of the Online Services is governed by the terms and conditions of the Agreement and this Addendum. Elastic agrees to use commercially reasonable efforts to perform such Online Services in accordance with this Addendum. Online Services are only for Customer’s internal use and Customer may not use the Online Services to supply any consulting, support or training services to any third party. The Online Services shall be performed by persons (“**Trainers**”) who in the reasonable judgment of Elastic are appropriately qualified to perform such Online Services. All Online Services are Commercial Items as that term is defined in the Federal Acquisition Regulation (FAR) at 48 C.F.R. 2.101. Subject to the payment by Customer to Elastic of applicable fees, during the term of the applicable Training Subscription, Elastic agrees to provide Participant with the Online Services set forth on the Order Form for such Training Subscription.

1.2 Subcontractors. Elastic reserves the right to use subcontractors to perform Online Services on Elastic’s behalf.

1.3 Additional Online Services. In the event in the future Customer desires to obtain from Elastic additional Online Services for a current Training Subscription or to purchase additional Training Subscriptions, Customer may register and make payment for the additional Training Subscriptions via the online shopping cart on [training.elastic.co](https://training.elastic.co), or the parties may execute one or more additional Order Forms, setting forth the additional Training Subscriptions purchased by Customer or the Online Services to be provided by Elastic to Customer, along with the applicable additional fees to be paid by Customer to Elastic.

### 2. PARTICIPANT’S OBLIGATIONS

2.1 Training Portal Login. All Participants that will have access to the Online Services must select a login identification (“**User ID**”) and a user password (“**User Password**”) that is unique and entirely different from Customer’s User ID (collectively, “**Training Portal Login**”).

2.2 Participant Conduct. Each Participant must: (i) be appropriately qualified to participate; (ii) login on time for training and in any event not later than twenty minutes after its scheduled start time (for public classroom); (iii) not conduct itself in an anti-social manner that could reasonably be considered contrary to Customer’s applicable employment rules and policies (for public classroom); (iv) protect the confidentiality of his or her Training Portal Login(s) and not share his or her User ID and/or User Password with others; and (v) not share access to the training or the Materials (defined in Section 5.1 below) with any third party for any reason. Trainers shall have the right in their reasonable discretion to exclude from a training session any person in breach of subsections (i)-(v) of this Section 3.2.

2.3 Re-Designation of Participant. If the Participant designated in a Training Subscription is an employee of Customer and his or her employment terminates, Customer may, with written consent of Elastic, designate another individual as Participant for the remainder of the term of the Training Subscription.

2.4 Customer Responsibility for Participant. Where Customer has designated a Participant under a Training Subscription, Customer shall be responsible for Participant’s compliance with the Agreement and this Addendum and for any acts or omissions of Participant in violation of the Agreement and/or this Addendum.

2.5 Expiration of Participant Access. A Participant’s access to an online, on-demand course shall expire three months after Participant first accesses such course. A Participant may have unlimited access to such online on-demand course during such three-month period. A

Participant may only access a virtual public classroom course once during the Training Subscription.

2.6 Participant Privacy. Customer acknowledges that as part of Customer’s and/or Participant’s use of the Online Services, Elastic will obtain certain information about Customer and/or Customer’s Participants, which may include personal data. Customer shall make such disclosures, obtain such consents and provide such choices regarding the disclosure and use of Participant personal data as may be required for compliance with any applicable law, rule or regulation. Customer agrees to the Elastic Privacy Statement, which can be found at <https://www.elastic.co/legal/privacy-statement>.

### 3. MONITOR RIGHTS

Elastic shall have the right to verify Participant’s right to attend a course and monitor Participant’s progress and access to and use of the Online Services for compliance with any applicable limitations on Customer’s and/or Participant’s use of the Online Services. In the event any such monitoring reveals that Customer or Participant has used the Online Services in excess of the limitations applicable to Customer’s Training Subscription, Customer shall promptly pay to Elastic an amount equal to the difference between the fees actually paid and the fees that Customer should have paid to remain in compliance with such limitations.

### 4. INDEMNITY

Customer shall indemnify, defend and hold harmless Elastic, its subsidiaries and affiliates, and each of their officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys’ fees and costs, made by any third party relating to or arising out of (i) Participant’s access or use or attempted access or use of the Online Services in violation of the Agreement, this Addendum or the Order Form, (ii) Participant’s use or attempted use of any program, data, information or any other Material provided during the Online Services in a manner inconsistent with this Agreement, or (iii) Participant’s use or violation of any law or rights of any third party.

### 5. OWNERSHIP OF MATERIALS; LICENSE GRANT

5.1 Ownership of Materials. Customer acknowledges that it and its Participant(s) may acquire proprietary information and materials about the business, products, services and programming techniques of Elastic and agrees that all such information and materials acquired are the confidential information of Elastic (“**Confidential Training Information**”). Customer agrees and shall require that its Participant(s) agree to protect and not to disclose or use the Confidential Training Information except as expressly permitted under the Addendum. Elastic training courses and training materials including, without limitation, online lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, code samples, and other educational materials and tools made available to Participant through the Online Services, (“**Materials**”) and all worldwide intellectual property rights therein, as the same may be amended and/or extended, including the copyright, are wholly owned solely by Elastic, who shall retain all right title and interest in and to all Materials. A Participant shall be entitled to keep and use all Materials provided by Elastic to Participant, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Elastic. In particular, and without limitation, Materials may not be copied electronically or otherwise whether or not for archive purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. The use of any Materials will be limited to use by the specific Participant to whom the services are provided. All Elastic trademarks, trade names, logos and notices present on the Materials shall be preserved and not deliberately

defaced, modified or obliterated except by normal wear and tear. Neither Customer nor any of its Participant(s) shall use any Elastic trademarks without Elastic's express written authorization.

5.2 License Grant. Subject to the terms and conditions of this the Agreement, this Addendum and the applicable Order Form, including complete payment of any and all applicable fees, Elastic agrees to grant to each Participant a limited, non-exclusive, non-transferable, fully paid up, right and license (without the right to grant or authorize sublicenses) to access, download, internally use and display the Material as necessary to participate in the Online Services under the Training Subscription that Customer has purchased.

## 6. THIRD PARTY SOFTWARE

6.1 Third Party Products. Customer acknowledges that in order for Elastic to provide the Online Services, Customer or Participant may be required to license and install certain third party software and provide certain third party hardware that are not provided or licensed by Elastic ("**Third Party Products**"). Elastic may provide Customer or Participant with links and instructions for obtaining Third Party Products but it is Customer's and/or Participant's (as applicable) responsibility to properly license and install any required Third Party Products from the relevant third party providers. Elastic shall have no liability with respect to any Third Party Products. In the event of a failure by Customer or Participant to timely provide Third Party Products as required, Elastic may treat the applicable Training Subscription under the Order Form as having been cancelled by Customer with respect to the Online Services requiring the Third Party Products. In no event will Elastic be liable in case such third party providers do not comply with any or all obligations under applicable

law as regards the storage, processing, transmission and protection of personal data.

6.2 Third Party Privacy Policies. Third Party Product suppliers may request or require that Customer or Participants provide or make available personal data in connection with making the Third Party Product available to the Participant. It is Customer's and Participant's responsibility to read the privacy policies of any such Third Party Product suppliers and determine whether to provide or make available such personal data. Elastic is not responsible for the privacy policies of any Third Party Product supplier and shall not be liable if any such Third Party Product supplier fails to comply with its privacy policy or its obligations under applicable law.

## 7. ADDITIONAL DEFINITIONS

Capitalized terms used herein have the meaning set forth in the Agreement or ascribed below, or where such terms are first used, as applicable.

7.1 "**Participant**" has the meaning set forth in the defined term "Training Subscription" below.

7.2 "**Online Services**" means the online training services to be provided by Elastic to a Participant.

7.3 "**Training Subscription**" means the right for a single, named individual designated by Customer ("**Participant**") to access the Online Services courses set forth in the applicable Order Form.

In Witness Whereof, the parties have executed this Addendum by their duly authorized representatives.

**ELASTICSEARCH LTD**

**Signature:**

**Name:**

**Title:**

**Date:**

**CUSTOMER:**

**Signature:**

**Name:**

**Title:**

**Date:**