

## Elastic Data Processing Addendum

This Elastic Data Processing Addendum (“**DPA**”) forms part of the agreement between Customer (defined below) and Elastic (defined below) for the Elastic Offerings (defined below) (collectively, the “**Agreement**”). For the purposes of this DPA, “**Elastic**” means the entity identified as “Elastic” on the Order Form, or if no Order Form is applicable, in the applicable Agreement, and “**Customer**” means the entity or individual identified as “Customer” on the Order Form, or if no Order Form is applicable, the entity or individual identified in the applicable Agreement as registering to use Elastic’s Cloud Services, Support Services, and/or Consulting Services (collectively, the “**Elastic Offerings**”).

This DPA describes the commitments of Elastic and Customer (each a “**party**” and together, the “**parties**”) concerning the processing of Customer Personal Data in connection with the provision of one or more Elastic Offerings contemplated by the applicable Agreement.

The terms used in this DPA have the meaning set forth in this DPA. Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement.

The parties agree as follows:

1. **Definitions.** The following capitalized terms, when used in this DPA, will have the corresponding meanings provided below:
  - 1.1 “**Applicable Data Protection Laws**” means all data protection and privacy laws and regulations applicable to the respective party in its role related to the processing of Customer Personal Data pursuant to the Agreement, including where applicable, European Data Protection Laws and US Privacy Laws; in each case as may be amended, superseded, or replaced.
  - 1.2 “**Customer Personal Data**” means any Personal Data processed by Elastic on behalf of Customer as a processor or service provider (as applicable) in the course of providing the applicable Elastic Offerings pursuant to the Agreement.
  - 1.3 “**Elastic Security Standards**” mean Elastic’s then-current security standards for the processing of Customer Information, including any Customer Personal Data contained therein, as set forth at: <https://www.elastic.co/pdf/elastic-information-security-addendum-consolidated-v030121-3.pdf>.
  - 1.4 “**EEA**” means the countries that are parties to the agreement on the European Economic Area, and Switzerland.
  - 1.5 “**European Data Protection Laws**” means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC (“**e-Privacy Directive**”); (iii) any applicable national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (“**Swiss DPA**”); and (v) in respect of the United Kingdom (“**UK**”), the Data Protection Act 2018 and the GDPR as saved into UK law by virtue of section 3 of the UK’s European Union (Withdrawal) Act 2018 (“**UK GDPR**”), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the UK’s European Union (Withdrawal) Act 2018; in each case as may be amended, superseded or replaced.
  - 1.6 “**Personal Data**” means any information that relates to an identified or identifiable natural person and which is protected as “personal data”, “personal information”, or “personally identifiable information” under Applicable Data Protection Laws.
  - 1.7 “**Restricted Transfers**” mean: (i) where the GDPR applies, a transfer of Customer Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission (an “**EEA Restricted Transfer**”); (ii) where the UK GDPR applies, a transfer of Customer Personal Data from the UK to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 (a “**UK Restricted Transfer**”); and (iii) where the Swiss DPA applies, a transfer of Customer Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (a “**Swiss Restricted Transfer**”).
  - 1.8 “**Security Breach**” means any confirmed security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Information (including any Customer Personal Data contained therein) that Elastic has an obligation to safeguard under the Agreement, including this DPA.
  - 1.9 “**Standard Contractual Clauses**” or “**SCCs**” means the standard contractual clauses as adopted by the EU Commission by means of the Implementing Decision EU 2021/914 of June 4, 2021, as amended, superseded, or replaced from time to time.
  - 1.10 “**Sub-processor**” means any processor engaged by Elastic or its Affiliates to assist in fulfilling its obligations with respect to providing the Elastic Offerings pursuant to the Agreement or this DPA. Sub-processors may include third parties or Elastic Affiliates.
  - 1.11 “**UK Addendum**” means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner’s Office under S.119(A) of the UK Data Protection Act 2018.
  - 1.12 “**US Privacy Laws**” means, as applicable: the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq. (2018) as amended by the California Privacy Rights Act of 2020 (“**CPRA**”) (together the “**CCPA**”), the Virginia Consumer Data Protection Act (“**VCDPA**”), the Connecticut Data Privacy Act (“**CTDPA**”), the Colorado Privacy Act (“**CPA**”), as of December 31, 2023, the Utah Consumer Privacy Act (“**UCPA**”), as of January 1, 2026, the Indiana Consumer Data Protection Act (“**INCDPA**”), as of January 1, 2025, the Iowa Consumer Data Protection Act (“**ICDPA**”), as of October 1, 2024, the Montana Consumer Data Privacy Act (“**MCDPA**”), as of July 1, 2025, the Tennessee Information Protection Act (“**TIPA**”), as of July 1, 2024 the Texas Data Privacy and Security Act (“**TDPSA**”), and any other US state privacy or data protection laws that have been enacted at the time of the parties execution of this DPA.
  - 1.13 The terms “**controller**”, “**processor**”, and “**processing**” shall have the meanings given to them in applicable European Data Protection Laws, and “**process**”, “**processes**” and “**processed**” shall be interpreted accordingly; and the terms “**business**”, “**business purpose**”, “**commercial purpose**”, “**consumer**”, “**personal information**”, “**service provider**”, “**sell**”, and “**share**” shall have the meanings given to them in applicable US Privacy Laws.
2. **Roles and Scope of Processing**
  - 2.1 **Scope.** This DPA applies to the extent that Elastic processes Customer Personal Data as a processor or service provider (as applicable) on behalf of Customer in the course of providing the applicable Elastic Offerings pursuant to the Agreement.
  - 2.2 **Role of the Parties.** Customer is a business or the controller (as applicable) with respect to the processing of Customer Personal Data, and Customer has appointed Elastic to process Customer Personal Data as a processor or service provider (as applicable) on its behalf in connection with the Elastic Offerings (notwithstanding that Customer may be a processor or service provider acting on behalf of its own

customers, in which case Elastic shall process Customer Personal Data as a sub-processor or service provider acting on behalf of Customer).

- 2.3 **Elastic Processing of Personal Data.** Elastic shall process Customer Personal Data for the purposes described in and otherwise permitted by the Agreement and in accordance with Customer's documented lawful instructions. The parties agree that the Agreement and applicable Order Form(s) (including this DPA) set out the Customer's complete and final instructions to Elastic in relation to the processing of Customer Personal Data. Any additional requested instructions require the prior written agreement of both parties. Without prejudice to Section 2.4 below (Customer Responsibilities), Elastic shall notify Customer in writing, unless prohibited from doing so under Applicable Data Protection Laws, if it becomes aware or believes that any data processing instructions from Customer violate Applicable Data Protection Laws. The foregoing notwithstanding, Elastic is not obligated to evaluate whether an instruction issued by Customer complies with Applicable Data Protection Laws and Customer acknowledges that Customer Personal Data may be processed on an automated basis in accordance with Customers' use of the Elastic Offerings, which Elastic does not monitor.
- 2.4 **Customer Responsibilities.** Customer is responsible for its lawful use of the Elastic Offerings and for the lawfulness of its own processing of Customer Personal Data under or in connection with the Elastic Offerings. Customer shall (i) have provided, and will continue to provide all notices, and have obtained, and will continue to obtain, all consents, permissions and rights necessary under Applicable Data Protection Laws for Elastic to lawfully process Customer Personal Data for the purposes contemplated by the Agreement (including this DPA); (ii) have complied with all Applicable Data Protection Laws applicable to the collection, provision and contemplated processing of Customer Personal Data to and by Elastic and/or its Sub-processors; and (iii) ensure its processing instructions comply with applicable laws (including Applicable Data Protection Laws).
- 2.5 **No Assessment of Customer Personal Data by Elastic.** Elastic has no obligation to assess the contents or accuracy of Customer Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Elastic Offerings will meet Customer's requirements and legal obligations under Applicable Data Protection Laws.
3. **Security and Audits**
- 3.1 **Elastic Security Standards.** Elastic shall implement and maintain the appropriate technical and organizational security measures defined in the Elastic Security Standards to protect Customer Information (including any Customer Personal Data therein) processed by Elastic within the Elastic Offerings from a Security Breach and to preserve the security and confidentiality of the Customer Personal Data. Such measures will include, at a minimum, those measures described in the Elastic Security Standards specific to the Elastic Offerings. Elastic shall ensure that any person who is authorized by Elastic to process Customer Personal Data shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 3.2 **Customer Security Responsibilities.** Notwithstanding the above, Customer agrees that it shall implement and maintain appropriate technical and organizational security measures designed to preserve the security and confidentiality of Customer Personal Data while in its dominion and control.
- 3.3 **Security Breach Response.** Upon becoming aware of a confirmed Security Breach, Elastic shall: (a) without undue delay, notify Customer (at the Customer-designated email address of the Organization Owner associated with the Elastic Offerings), of the discovery of the confirmed Security Breach, which shall include a summary of the known circumstances of the Security Breach and the corrective actions taken or to be taken by Elastic; (b) conduct an investigation of the circumstances of the Security Breach; (c) use commercially reasonable efforts to mitigate the effects of the Security Breach; and (d) use commercially reasonable efforts to communicate and cooperate with Customer concerning its responses to the Security Breach. Elastic's notification of or response to a Security Breach will not be construed as an acknowledgement by Elastic of any fault or liability with respect to the Security Breach.
- 3.4 **Audits.** Elastic shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its processing of Customer Personal Data (including responses to information security and audit questionnaires that are necessary to confirm Elastic's compliance with this DPA) provided that Customer shall not exercise this right more than once in any 12-month rolling period. Notwithstanding the foregoing, Customer may also exercise such audit right in the event Customer is expressly requested or required to provide this information to a data protection authority on another reasonably similar basis.
4. **Hosting and Sub-processing**
- 4.1 **Cloud Service Hosting.** With respect to Cloud Services, Elastic will only host Customer Personal Data in the region(s) offered by Elastic and selected by Customer on an Order Form or as Customer otherwise configures via the Cloud Services ("**Hosting Region**"). Customer is solely responsible for the regions from which it accesses the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer, and for any subsequent designation of other Hosting Regions. Once Customer has selected a Hosting Region, Elastic will not process Customer Personal Data from outside the Hosting Region except as necessary to provide the Elastic Offerings to Customer in accordance with the Agreement, which may include transfers of Customer Personal Data to where Elastic's Sub-processors maintain data processing operations, or as necessary to comply with the law or binding order of a governmental body.
- 4.2 **Authorized Sub-processors.** Customer acknowledges and agrees that Elastic may engage its internal Affiliates and other third parties to further process Customer Personal Data on Customer's behalf as Sub-processors in connection with the provision of the Elastic Offerings. The external Sub-processors currently engaged by Elastic and authorized by Customer are as set forth at [https://www.elastic.co/agreements/external\\_subprocessors](https://www.elastic.co/agreements/external_subprocessors) and the internal Sub-processors currently engaged by Elastic and authorized by Customer are as set forth at [https://www.elastic.co/agreements/internal\\_subprocessors](https://www.elastic.co/agreements/internal_subprocessors). Elastic shall notify Customer if it changes its Sub-processors at least thirty (30) days in advance of any such changes for the applicable Elastic Offerings. Elastic will send notification to Customer via email. To receive email notification, Customer must subscribe to the RSS feeds available via the URL web links set forth in this Section 4.2.
- 4.3 **Sub-processor Obligations.** Elastic shall: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect Customer Personal Data to the standard required by Applicable Data Protection Laws and this DPA; and (ii) remain liable for the acts and omissions of its Sub-processors to the same extent that Elastic would be liable if performing the services of each Sub-processor under the terms of this DPA.
- 4.4 **Objections to Sub-processors.** Customer may object to Elastic's appointment of a new Sub-processor by notifying Elastic in writing within thirty (30) calendar days after receiving Elastic's notice in accordance with Section 4.2 above. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss the objection in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Elastic will, at its sole discretion, either not appoint the Sub-processor, or permit Customer to suspend or terminate the affected Elastic Offerings in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination).

## 5. Deletion of Customer Personal Data

- 5.1 Upon termination or expiry of the applicable Elastic Offerings, or earlier in accordance with the applicable data retention policy for the Elastic Offerings, Elastic shall delete all Customer Personal Data (including copies) in its possession or control in accordance with the Agreement, save that this requirement shall not apply to the extent Elastic is required by applicable law to retain some or all of the Customer Personal Data. Customer retains full control over the Customer Personal Data it processes in the Elastic Offerings and has the right to delete any Customer Personal Data from the Elastic Offerings at any time during the term of the Agreement.

## 6. Rights of Individuals and Cooperation

- 6.1 **Data Subject Requests.** To assist with Customer's obligations to respond to requests from data subjects, the Elastic Offerings provide Customer with the functionality to retrieve, correct, or delete Customer Personal Data. Customer may use these controls to assist it in connection with its obligations under Applicable Data Protection Laws, including its obligations related to any request from a data subject to exercise their rights under Applicable Data Protection Laws. To the extent that Customer is unable to independently access the relevant Customer Personal Data within the Elastic Offerings, Elastic shall, taking into account the nature of the processing, provide reasonable cooperation to assist Customer to respond to any requests from individuals relating to the processing of Customer Personal Data under the Agreement. In the event that any such request is made to Elastic and directly that identifies Customer Personal Data or otherwise identifies Customer, Elastic will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request, including, where necessary, by using the functionality of the Elastic Offerings.
- 6.2 **Disclosures Requests.** If Elastic receives a demand to disclose or provide access to Customer Personal Data from a law enforcement agency, government authority, or public authority ("Third-Party Demand"), then Elastic will attempt to redirect the Third-Party Demand to Customer. If Elastic cannot redirect the Third-Party Demand, Elastic will promptly notify Customer and provide a copy of the Third-Party Demand to allow Customer to seek a protective order or other appropriate remedy, unless legally prohibited from doing so. Elastic will only disclose or provide access to Customer Personal Data as required by law.

## 7. Jurisdiction Specific Terms

- 7.1 **Data Protection Impact Assessments.** To the extent required under Applicable Data Protection Laws, Elastic shall provide reasonably requested information regarding Elastic's processing of Customer Personal Data under the Agreement to assist the Customer to carry out data protection impact assessments or prior consultations with supervisory authorities as required by law.
- 7.2 **Restricted Transfers**
- 7.2.1 **GDPR.** To the extent that any transfer of Customer Personal Data to Elastic from Customer is a EEA Restricted Transfer, Elastic agrees to abide by and process Customer Personal Data in compliance with the Standard Contractual Clauses, which shall be deemed incorporated into this DPA as follows:
- (a) Where Customer is a controller of the Customer Personal Data, Module Two (*controller to processor transfers*) shall apply, or where Customer is a processor of the Customer Personal Data, Module Three (*processor to processor transfers*) shall apply;
  - (b) In Clause 7, the optional docking clause will apply;
  - (c) In Clause 9, Option 2 (General Written Authorisation) will apply and the time period for prior notice of Sub-processor changes shall be as set out in Section 4.2 of this DPA;
  - (d) In Clause 11, the optional language will not apply;
  - (e) In Clause 17, Option 2 will apply, and the Standard Contractual Clauses will be governed by the law of the Netherlands;
  - (f) In Clause 18(b), disputes shall be resolved before the courts of the Netherlands; and
  - (g) Annex I and II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annexes I and II attached hereto.
- 7.2.2 **UK GDPR.** To the extent that any transfer of Customer Personal Data to Elastic from Customer is a UK Restricted Transfer, the Standard Contractual Clauses shall apply in accordance with Section 7.2.1 above, but as modified and interpreted by the Part 2: Mandatory Clauses of the UK Addendum, which shall be incorporated into and form an integral part of this DPA. Any conflict between the terms of the Standard Contractual Clauses and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum. In addition, tables 1 through 3 in Part 1 of the UK Addendum shall be completed respectively with the information set out in Annex I and Annex II attached hereto, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party".
- 7.2.3 **Swiss DPA.** To the extent that any transfer of Customer Personal Data to Elastic from Customer is a Swiss Restricted Transfer, the Standard Contractual Clauses shall apply in accordance with Section 7.2.1 above, but with the following modifications:
- (a) any references in the Standard Contractual Clauses to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA and the equivalent articles or sections therein;
  - (b) any references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be;
  - (c) any references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the relevant data protection authority and courts in Switzerland; and
  - (d) the Standard Contractual Clauses shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.
- 7.2.4 **Standard Contractual Clauses Precedence.** It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses. Accordingly, if and to the extent the Standard Contractual Clauses, to the extent applicable, conflict with any provision of this DPA, the Standard Contractual Clauses shall prevail to the extent of such conflict.
- 7.2.5 **Alternative Transfer Mechanism.** Elastic and Customer agree that clauses 7.2.1 – 7.2.3 shall apply only to the extent that in the absence of their application either party would be in breach of European Data Protection Laws in connection with the transfer of Customer Personal Data from Customer to Elastic. To the extent Elastic adopts an alternative, then-currently valid mechanism for the lawful transfer of Customer Personal Data not described in this DPA ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism shall, upon notice to Customer, apply to the extent such Alternative Transfer Mechanism complies with European Data Protection Laws and extends to the territories to which Customer Personal Data is transferred. In addition, if and to the extent that a court of competent jurisdiction or a supervisory authority with binding authority orders or determines (for whatever reason) that the measures described in this DPA cannot

be relied on to lawfully transfer Customer Personal Data to Elastic, Customer acknowledges and agrees that Elastic may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of such Customer Personal Data.

7.3 **US Privacy Laws.** To the extent that Elastic's processing of Customer Personal Data under the Agreement is subject to US Privacy Laws, the parties agree that Customer is a business and that it appoints Elastic as its service provider (or processor) to process Customer Personal Data for the limited and specific business purpose described in and otherwise permitted by the Agreement and US Privacy Laws (the "**Permitted Purposes**"). To the extent required under applicable US Privacy Laws, Customer and Elastic agree that:

- (a) Elastic shall not retain, use, or disclose Customer Personal Data outside of the direct business relationship between Customer and Elastic, or for any purpose other than for the Permitted Purposes, including retaining, using, or disclosing Customer Personal Data for a commercial purpose other than the Permitted Purposes;
- (b) Customer is not sharing or selling Customer Personal Data to Elastic, and Elastic shall not sell or share Customer Personal Data;
- (c) Elastic shall comply with its applicable obligations under US Privacy Laws, shall provide the level of privacy protection required by US Privacy Laws, and shall notify Customer if it decides it can no longer meet its obligations under US Privacy Laws with respect to its processing Customer Personal Data under the Agreement;
- (d) Customer has the right to take reasonable and appropriate steps to ensure Elastic processes Customer Personal Data in a manner consistent with Customer's obligations under US Privacy Laws, and in compliance with the Agreement in accordance with the audit parameters set forth in Section 3.4 (Audits) of this DPA, and shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data;
- (e) Elastic engages other service providers to assist in the processing of Customer Personal Data for the Permitted Purposes under the Agreement on behalf of Customer, as detailed in Section 4.2 (Authorized Sub-processors) of this DPA pursuant to a written contract(s) binding such additional service providers to observe the applicable requirements of US Privacy Laws; and
- (f) Elastic shall not combine the Customer Personal Data that Elastic receives from or on behalf of Customer, with Personal Data that it receives from or on behalf of another person or persons, or collects from its own interaction with the consumer, except as permitted under US Privacy Laws.

## 8. **Miscellaneous**

- 8.1 Except for the changes made by this DPA as applicable to the Elastic Offerings, the Agreement remains unchanged and in full force and effect.
- 8.2 This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

## ANNEX I

### A. LIST OF PARTIES

#### Data exporter(s):

**Name:** Customer

**Address:** As stated in Customer's underlying Agreement or on Customer's Account.

**Contact person's name, position and contact details:** The contact information provided by Customer in its Account.

**Activities relevant to the data transferred under these Clauses:** Customer's receipt and/or use of the Elastic Offerings on behalf of itself and its Affiliates as set forth in the Agreement.

**Signature and date:** As per the Effective Date and signature of the underlying Agreement.

**Role:** Controller or Processor, as applicable

#### Data importer(s):

**Name:** Elastic

**Address:** As described in Customer's underlying Agreement or Order Form.

**Contact person's name, position and contact details:** To the Legal Department as described in the Notice section of the underlying Agreement.

**Activities relevant to the data transferred under these Clauses:** Elastic's provision, operation, and/or support of the Elastic Offerings as set forth in the Agreement.

**Signature and date:** As per the Effective date and signature of the underlying Agreement.

**Role:** Processor

The registration numbers for Elastic are set forth at <https://www.elastic.co/agreements/registration-numbers>.

### B. DESCRIPTION OF TRANSFER

#### Categories of data subjects whose personal data is transferred

The categories of data subjects to which Customer Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) individual contacts, prospects, customers, business partners, and vendors of Customer (who are natural persons); (b) employees or contact persons of Customer's prospects, customers, business partners, and vendors (who are natural persons); (c) employees, agents, advisors, and freelancers of Customer (who are natural persons); (d) Customer's end-users; and/or (e) other individuals whose Personal Data Customer includes in Customer Personal Data.

#### Categories of personal data transferred

The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) name, address, title, email address, contact details, username; and/or (b) any other Customer Personal Data processed for operation, provision, receipt, support, and/or use of the Elastic Offerings.

#### Sensitive data transferred

The parties do not intend for any special category data to be transferred or processed under the Agreement.

#### Frequency of the transfer

The frequency of the transfer is on a continuous or one-off basis depending on the nature of the Elastic Offerings.

#### Nature of the processing

The nature of the processing is as necessary for the operation, provision, receipt, support, and/or use of the applicable Elastic Offerings as set forth in the Agreement.

#### Purpose(s) of the data transfer and further processing

The purpose of the data transfer and further processing is for the operation, provision, receipt, support, and/or use of the applicable Elastic Offerings as set forth in the Agreement, and compliance with applicable laws.

#### The period for which the personal data will be retained

Customer Personal Data will be retained until the termination or expiration of the applicable Elastic Offerings in accordance with the terms of the Agreement, plus the period from the termination or expiry of the applicable Elastic Offerings until deletion of Customer Personal Data by Elastic in accordance with the terms of the Agreement.

### C. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority of the Netherlands shall act as competent supervisory authority.

## **Annex II**

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA: as described in the Elastic Security Standards (defined in the DPA) as set forth at <https://www.elastic.co/pdf/elastic-information-security-addendum-consolidated-v030121-3.pdf>.