ELASTIC INTEGRATED SOLUTIONS AGREEMENT

NOT FOR EDITING OR NEGOTIATION
Version Date: January 7, 2025

This **Elastic Integrated Solutions Agreement** ("**ISA**") is entered into by and between the Elastic entity ("**Elastic**") and the Partner entity ("**Partner**") identified on an Order Form between the parties that incorporates these terms. This ISA authorizes Partner to use Elastic Offerings as part of its managed services, and/or bundled as part of its OEM Product or hosted services, for its End Users as described below.

1. DEFINITIONS

The following defined terms as well as those in the Exhibit(s) apply to the Agreement.

"**Addressable**" with respect to RAM, means the quantity of RAM that benefits the execution of the Software.

"**Affiliate**" means an organization that controls, is controlled by, or which is under common control with, a party, where "**control**" means direct or indirect ownership of at least 50% of the voting interests of the organization.

"**Agreement**" means this ISA,any accompanying or future Order Forms, Exhibits, and any Program Guides applicable to the Partner Offering(s).

"**Billable Enterprise Software**" means all Software, excluding: (i) for Software deployed on Elastic Cloud for Kubernetes, any Software branded under the names Beats and Elastic Agent; and (ii) for Software not deployed on Elastic Cloud for Kubernetes, any Software branded under the names Beats, Elastic Agent, Logstash, Endgame Agent and Elastic Endpoint agent.

"**Billable Nodes**" means, with respect to a Platinum Software Subscription, a number that is the greater of (i) the number of Nodes covered by such Subscription or (ii) the total GB of RAM Addressable by all Nodes covered by such Subscription divided by 64, with any fractional remainder being rounded up to the next whole number. Total Billable Nodes are measured on the Nodes running on all servers operated by or on behalf of End Users, as applicable. Nodes deployed in a Non-production Environment are not counted as Billable Nodes.

"**Cloud Service**" means an Elastic software-as-a-service offering.

"**Content**" means any information, content and/or data ingested into or retrieved from a Cloud Service by Partner or Partner's End Users.

"**Customer Information**" means Content, and Partner data provided by Partner to Elastic in connection with the delivery of Support Services.

"**Cloud Integrated Solution**" means a product offering by Partner, as set forth on the applicable Order Form, that combines the features and functions of the applicable Cloud Service with additional software products or services of Partner, which have substantial additional value apart from the applicable Cloud Service, the combination of which is made available to Partner's End Users.

"**Documentation**" means the Product documentation located at www.elastic.co/guide/index.html.

"**Elastic DPA**" means the Elastic Data Processing Addendum located at https://www.elastic.co/pdf/v100623-0-elastic-customer-dpa.pdf. Partner shall be deemed the "Customer" for the purposes of the Elastic DPA.

"**Elastic Offering"** means Elastic's Products and Support Services.

"**Elastic Security Standards**" mean Elastic's information security standards set forth in the Elastic Information Security Addendum located at https://www.elastic.co/pdf/elastic-information-security-addendum-consolidated-v030121-3.pdf.

"**Elastic Trademarks**" means all trademarks, trademark applications, registered trademarks, service marks, trade names, logos, designs, brands, taglines and other symbols or marks intended to indicate Elastic as the source of a product or service.

"**Eligible Features and Functions**" means the features and functions of a Product that are eligible for access and use by Partner based on the purchased Subscription Level. A list of Eligible Features and Functions that correspond to each version of the Software and Cloud Services can be found at https://www.elastic.co/subscriptions and https://www.elastic.co/cloud/as-a-service/cloud_services/subscriptions, respectively. Elastic may from time to time modify the Eligible Features and Functions, provided that such modifications shall not materially or adversely reduce the level of performance, functionality, or availability of the Product during a Subscription Term.

"**End User**" means a third-party customer of Partner that enters into an End User Agreement with Partner, and that purchases a subscription or license to the Partner Offerings.

"**End User Agreement**" means a legally enforceable agreement between Partner and an End User in respect of the Partner Offering, that contains terms and conditions no less restrictive than those set forth in the terms applicable to the relevant Elastic Offering(s) located here: https://www.elastic.co/agreements/reseller/customer_terms.

"**Exhibit**" means an exhibit to this ISA that sets out additional terms and conditions that are specific to an Elastic Offering and applicable to the Partner's use of the Elastic Offering as part of the Partner Offering.

"**Fees**" means the fees for Subscriptions, and any annual program and development fees (as applicable), as set forth in an Exhibit or Order Form.

"**Infringement Claim**" means a claim brought against Partner by an unaffiliated third party alleging that Partner's use of a Product in accordance with the Agreement during the applicable Subscription Term infringed such unaffiliated third party's intellectual property rights.

"**License Key**" means an alphanumeric code that enables use of Software.

"**Managed Services Offerings**" means a product offering by Partner identified in an applicable Order Form that includes the Eligible Features and Functions of the Software, as well as additional software products or services of Partner that add substantial additional value to the Software, the combined features and functions of which are made available to End Users as a service, which service is managed by Partner on servers owned or controlled by Partner or in Partner's public cloud account or, with Elastic's written consent (including through e-mail if receipt confirmed or acknowledged), on servers owned or controlled by End User, provided that except for the limited right to have the Software installed on such servers, the End User shall have no license or sublicense to the Software. Except as set forth in the preceding sentence, End Users do not receive a license to any Software in connection with their purchase of the right to use the Managed Services Offering, and do not own or control the servers on which the

software components of the Managed Services Offering are run. For the avoidance of doubt, a product offering shall only be deemed a Managed Services Offering if expressly set forth in an applicable Order Form.

"**Malicious Code**" means any code that is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of Partner's computer programs or computer systems or destroy or damage data. Malicious Code shall not include any software bugs or errors handled through Support Services, or any standard features or functions of the Software and/or any License Key that are intended to enforce the temporal and/or other limitations on the scope of the use of the Software to the scope of the License granted to Partner under this Agreement.

"**Node**" means an instance of the Software product known as "Elasticsearch," running on a server, which is not configured as a dedicated client node, dedicated coordinating node, or dedicated ingest node, as described in the Documentation.

"**Non-production Environment**" means an environment, such as development, staging, or quality assurance, where Software is not used for production purposes.

"**OEM Products**" means the computer hardware and/or Software that are identified in an applicable Order Form.

"**Order Form**" means an ordering document provided by Elastic pursuant to which Partner purchases Subscriptions under this ISA.

"**Partner Offering**" means the Managed Services Offering(s), Cloud Integrated Solution(s), and/or the OEM Product(s), as applicable.

"**Partner Reseller**" means a third-party reseller appointed by Partner to market and resell the Partner Offering.

"**Product**" means Elastic's self-managed Software and/or Cloud Service, as applicable.

"**Program Guide**" means the Partner Program Guide(s) available at https://login.elastic.co/login/partner that set forth the specific details, requirements and benefits of participation as a provider of Managed Services Offering(s), Cloud Integrated Solution(s), and/or OEM Product(s). These guides may be modified by Elastic from time to time, in its reasonable discretion. Notice of such modifications may be made via email to the person designated as Reseller's contract administrator in Elastic's records.

"**Qualifying PO**" means a purchase order issued by Partner to Elastic, which references the number of the applicable Order Form, accurately reflects the quantities, pricing, and other information in such Order Form and clearly states the purchase order is subject to the terms and conditions of this Agreement.

"**Reseller**" means a third party authorized to resell Subscriptions purchased directly from Elastic or through an authorized Elastic Distributor.

"**Resource Units**" means, with respect to an Enterprise Subscription, a number that is equal to the total GB of RAM Addressable by all Billable Enterprise Software deployed by Partner in connection with the Enterprise Software Subscription or by all Billable Enterprise Software running on all servers operated by or on behalf of the End User, divided by 64, with any fractional remainder being rounded up to the next whole number. For purposes of this definition only, (i) OEM shall be considered an End User with respect to its use of the Software in connection with any SaaS Bundled Products, and (ii) any such Resource Units will be included in the total Resource Units calculation.

"**Software Agent**" means the object code version of an Elastic-produced software agent that Partner or End User may install on an End User endpoint to facilitate the ingestion of content into the Software as part of the Managed Services Offering and/or to facilitate the ingestion of Content into a Cloud Service as part of the Cloud Integrated Solution.

"**Software**" means Elastic's software that is licensed for (i) use on Partner's premises or in Partner's public cloud account or (ii) for bundling in conjunction with an OEM Product, including all updates and new releases that are generally made available by Elastic to its customers.

"**Subscription Level**" means the level of a Subscription purchased by the Partner. The Subscription Level determines the Eligible Features and Functions that the Partner is entitled to use and access during the Subscription Term, and the Support Services that the Partner is entitled to receive, if any, with respect to the Product included in the Subscription.

"**Subscription Term**" means the entire duration of a Subscription, commencing on the first start date and ending on the last end date as set forth on the applicable Order Form.

"**Subscription**" means Partner's right to use and/or access a Product during the applicable Subscription Term and, if applicable to the Subscription Level purchased by Partner, to receive associated Support Services, in each case, as set forth in the applicable Order Form and subject to the applicable Exhibit.

"**Support Services Policy**" means Elastic's support services policy for a Product, located at https://www.elastic.co/legal/support_policy/cloud_services and/or https://www.elastic.co/support_policy/english, as applicable.

"**Support Services**" means Elastic's support services, if any, that are included in a Subscription, as more fully described in the applicable Support Services Policy.

"**Territory**" means as identified in the applicable Order Form, or, if no territory is specified, worldwide except with respect to locations where the marketing, sale or distribution of the Elastic Offerings is prohibited by the applicable laws or regulations of the USA and/or the Governing Law.

2. PARTNER AUTHORITY

2.1 **AUTHORIZATION**. Partner is granted the right to use Elastic's Offerings in conjunction with its Partner Offering(s) in the Territory solely as specified in the Agreement.

2.2 **LIMITED LICENSE TO DISTRIBUTE SOFTWARE AGENT**. Elastic grants to Partner a limited, non-exclusive, non-transferable, fully paid up, right and license during the applicable Subscription Term to (i) distribute to End Users the Software Agent; and (ii) grant to each End User the right to install and use the Software Agent on End User endpoints, solely to the extent necessary for the Eligible Features and Functions of Elastic's Products to be used in connection with a Partner Offering. Certain Software Agent components are governed by an open source-type license ("**Component License**"). Component Licenses and source code that must be provided, are currently made available with the Software Agent/Documentation and/or at https://www.elastic.co/third-party-dependencies. Any restrictions in the Agreement conflicting with a Component License do not apply to the affected component.

2.3 **RIGHT TO TRANSACT THROUGH RESELLERS**. Partner may (i) permit Partner Resellers to market and resell Partner Offerings, provided that: (a) any such Partner Reseller may only resell a Partner Offering directly to End Users, and (b) Partner must enter into a written agreement with Partner Reseller ("**Reseller Agreement**") binding the reseller to terms and conditions regarding the Products substantially similar to, and no less protective of Elastic's interests than, those in this Agreement.

2.4 **PARTNER END USER AGREEMENT**. Partner must enter into an End User Agreement with any End User prior to making the Partner Offering available to the End User. If requested by Elastic, Partner shall provide Elastic evidence that an End User Agreement is in place.

3. ORDERS / RESELLERS / MARKETPLACE

3.1 **ORDERS**. Orders for Subscriptions may be placed by Partner through: (a) the execution of an Order Form between Elastic and Partner; or (b) issuance by Partner of a Qualifying PO, which will be deemed to constitute Partner's execution of the referenced Order Form.

3.2 **PURCHASES VIA RESELLERS** Subject to Elastic receiving the related payment, Partner may use the Subscriptions purchased through a Reseller under the terms of the Agreement. Orders for Subscriptions purchased through a Reseller, including multi-year Subscriptions, are not subject to cancellation by Partner. Reseller and Partner will enter into a separate agreement setting forth the fees to be paid by Partner to Reseller for such Subscriptions. Partner acknowledges and agrees that Elastic shall not be responsible for the obligations of any Reseller to Partner under such separate agreement, for the acts or omissions of Reseller, or for any third party products or services furnished to Partner by any Reseller. Where an authorized Elastic distributor ("**Authorized Distributor**") sells Elastic Offerings directly to Partner, references to Reseller through the Agreement shall apply to the Authorized Distributor.

3.3 **PURCHASE VIA A CLOUD MARKETPLACE.** Where made available by Elastic, Partner may purchase Subscriptions through a cloud service provider marketplace ("**Marketplace**") under the terms of this Agreement. Where Partner has purchased Subscriptions through a Marketplace, Partner agrees to pay the fees specified on the applicable Subscriptions pricing page(s), including any notes included on such page(s) or in any pricing tables included with the offer accepted by Partner in the Marketplace. Partner agrees that all fees shall be paid through billing of Partner's account with such Marketplace provider and that any refund to which Partner may be entitled under this Agreement may be provided in the form of a credit back to Partner's account with such Marketplace provider.

4. AFFILIATES

Affiliates of either party may transact under this Agreement by entering into a participation agreement incorporating the terms of this Agreement. The parties agree that under such a participation agreement, the signing parties shall be solely responsible for performing all the relevant obligations under this Agreement in connection with the participation agreement.

5. SUPPORT SERVICES

5.1 **PROVISION OF SUPPORT SERVICES**. During the applicable Subscription Term, Elastic will provide Partner with Support Services, if any, that are included in a Subscription, as more fully described in the applicable Support Services Policy. Elastic may from time to time update the applicable Support Services Policy, provided that any such updates shall not materially or adversely reduce the level of Support Services during the Subscription Term. Support Services shall be delivered remotely, electronically, through the Internet, and when applicable, depending on the particular Subscription Level purchased, via telephone.

5.2 **RESTRICTIONS ON USE OF SUPPORT SERVICES**. Support Services are provided directly to Partner solely for Partner's internal use, (which includes use by Partner Affiliates) in connection with Partner's provision of the Partner Offering, and, in the case of Software, are subject to the following quantitative limitations and the number of support contacts set forth in the applicable Exhibit, Order Form and/or the Support Services Policy, and depends upon the Subscription Level purchased: (a) in the case of a Platinum Subscription, for up to the applicable number of Billable Nodes included in the Subscription; (b) in the case of an Enterprise Subscription, for up to the number of Resource Units included in the Subscription; and (c) for up to the number of designated support contacts and incidents (if any), as set forth in the Support Services Policy. In addition, Partner agrees not to use Support Services: (a) to supply any consulting, support and/or training services to any third party; (b) for one Subscription to obtain Support Services for another Subscription with a lower Subscription Level, or to obtain Support Services for any use by Partner of a Product that is offered as a service by any third party. Partner agrees that any knowing failure to comply with the terms of this Section will be deemed a material breach of this Agreement.

5.3 **PARTNER END USER SUPPORT**. Partner will provide direct technical support to End Users. Partner's technical support personnel shall include individuals certified on the Products, in accordance with such reasonable requirements as Elastic may establish from time to time. Certification will be at Partner's expense and at Elastic's published rates.

5.4 **DEVELOPMENT SUPPORT**. In consideration of the payment by Partner to Elastic of the Fees during the term of the Agreement (as set forth on an applicable Order Form), Elastic will provide Support Services to Partner for Partner's use of the Software for development purposes, in accordance with the Support Services Policy.

6. PAYMENT & TAXES

6.1 **PAYMENT**. This Section applies only when a Partner is buying Products directly from Elastic. Elastic shall invoice Partner for the Fees due under each Order Form, as specified in the Exhibit, or otherwise under the Agreement, and Partner will pay such Fees within 30 days of the date of the applicable invoice. All invoices will be paid in the currency set forth in the applicable Order Form. Payments shall be made without the right of set-off or chargeback. Except as otherwise expressly set forth in the Agreement, any and all payments made by Partner pursuant to the Agreement are non-refundable, and all commitments to make any payments under the Agreement are non-cancellable. Non-payment by End Users or Partner Reseller will not relieve Partner of its payment obligations.

6.2 **TAXES**. Unless specifically stated otherwise, all Fees under the Agreement 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 Elastic Offering acquired by Partner under the Agreement (collectively, "**Taxes**"). Unless Partner provides Elastic with a valid state sales/use/excise tax exemption certificate or Direct Pay Permit, and provided that Elastic separately states any such taxes in the applicable invoice, Partner will pay and be solely responsible for all Taxes. If Partner is required by any governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of any Elastic Offerings, Partner shall increase the sum paid to Elastic by an amount necessary for the total payment to Elastic equal to the amount originally invoiced.

6.3 **DISPUTES**. Partner may dispute amounts billed by providing notice within ten (10) days of being billed for such amounts, or Partner will be deemed to have waived its right to dispute such amounts.

6.4 **RECORDS AND AUDITS**. Partner shall maintain complete and accurate accounting records, in accordance with sound accounting practices, to support and document amounts payable to Elastic under the Agreement. Such records shall be retained for a period of at least 2 years after the date payments that relate to such records have been paid. Partner shall, upon written request from Elastic, provide access to such records to an independent auditor chosen by Elastic for the purpose of conducting an audit to confirm amounts paid under this Agreement. If any such audit discloses a shortfall in payment to Elastic, Partner shall promptly pay any such shortfall, and if such shortfall is more than five percent (5%) of the amount paid during the period being audited, Partner agrees to promptly reimburse Elastic for the reasonable cost of the audit. No more than once per quarter during the term of the ISA and upon request from Elastic, Partner shall run a custom script provided by Elastic to validate Partner's use of Software. Elastic may, upon 30 days' notice to Partner, verify Partner's use of the Software for compliance with any limitations on Partner's use of the Software. Partner shall provide Elastic with the necessary access to the Software either: (a) remotely; or (b) if remote performance is not possible, at Partner's facilities, during normal business hours and no more than 1 time in any 12-month period. In the event any such verification reveals that Partner has used the Software in excess of such limitations, Elastic will, or, if applicable, a Reseller will, invoice Partner an amount equal to the difference between the fees actually paid and the fees that Partner should have paid to remain in compliance with such limitations. This Section shall survive for a period of three (3) years from the termination or expiration of the ISA.

7. OWNERSHIP / USAGE

7.1 **OWNERSHIP**. Elastic and/or its licensors own all intellectual property rights, titles and interests in and to the Elastic Offering (including any derivative works). Except as expressly set forth in the Agreement, no other license and/or right to any Elastic Offering is granted to Partner either by implication, estoppel or otherwise. Partner agrees that it shall not make any claim in the rights or ownership of any Elastic Offering.

7.2 **TRADEMARKS**. Elastic and/or its licensors are the owners of all Elastic Trademarks used in connection with any Elastic Offering. All rights are expressly reserved by Elastic. Other trademarks, service marks, graphics and logos used in connection with any Elastic Offering may be trademarks of other third parties. Elastic grants to Partner no right or license to reproduce, or otherwise use any Elastic Trademarks or third-party trademarks under the Agreement.

7.3 **PARTNER USE OF ELASTIC TRADEMARKS**. Partner may use the Elastic Trademarks solely to identify, and to promote the availability of Partner Offerings. Partner shall ensure that its use of the Elastic Trademarks conforms to Elastic's then-current trademark use policies, located at: https://www.elastic.co/legal/trademarks. Partner shall cooperate fully with Elastic, at Elastic's expense, in the defense and protection of the Elastic Trademarks, and shall promptly advise Elastic if it becomes aware of any infringement of the Elastic Trademarks. Any advertising, promotional and marketing materials using an Elastic Trademark shall be of at least the same quality as similar materials provided or used by Elastic and are subject to pre-approval by Elastic at its discretion. Any goodwill derived from using Elastic Trademarks inures to the benefit of Elastic. Partner may market Cloud Integrated Solutions and OEM Products (as applicable) under Partner's brand, but must include the phrase "**Powered by Elastic**" or a similar, mutually agreed upon attribution, that acknowledges the use of Elastic's Product(s) in the Partner Offering.

7.4 **RESTRICTIONS**. Partner shall not: (a) reverse engineer, decompile, decrypt, or disassemble any Products or apply any other process or procedure to derive the source code of any Product (except to the extent permitted by applicable law for interoperability purposes and where Elastic has not provided the necessary information to Partner within ninety (90) days of a valid, written request for the information); (b) prepare derivative works from, alter, modify, download, duplicate, reproduce, copy or use any Products, in any manner except as expressly permitted in the Agreement; (c) except as specified in the Agreement, sell, resell, license, sublicense, distribute, rent, lease or otherwise transfer or provide access to any Product to any third party; (d) circumvent the limitations on use of the Products that are imposed or preserved by Elastic; (e) alter or remove any marks and notices in any Products or components of the Products; (f) except as specified in an Order Form or Exhibit, use any Product for providing any time-sharing services, software-as-a-service or "SaaS" offering, service bureau services or as part of an application services provider or other service offering; (g) attempt to gain unauthorized access, interfere with and/or disrupt the integrity, security or performance of any Product or any associated systems or networks; (h) access or use, or permit any third party to access or use, any Product for any benchmarking, competitive or comparative purposes and/or for purposes of designing and/or developing any competitive products and/or services; and (i) market, sell, or resell Partner Offerings outside the Territory, or to an End User that Partner knows or has reason to know will use the offerings outside the Territory.

7.5 **ACCEPTABLE USE.** Partner shall not use and/or access any Elastic Offering: (a) in violation of any applicable laws; (b) in a manner that poses a risk to the availability, functionality and/or security of any Products; (c) to store, execute and/or distribute any form of malware (including viruses, trojan horses, worms, time bombs, spyware, and adware); (d) to store and/or distribute infringing or otherwise illegal, unlawful, obscene and/or immoral information, and/or any information which violates the privacy, human rights and/or intellectual property rights of any third party; or (e) to store and process: (i) any protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996; or (ii) any classified information that is given a national security classification such as "Secret," "Top Secret," or similar, by a government body and/or any data that is subject to export controls under the International Traffic in Arms maintained by the US Government.

7.6 **PUBLICITY**. Partner agrees that Elastic may (i) use Partner's name, trademarks and logos in Elastic promotional materials, such as websites and presentations, solely for the purpose of identifying Partner as a service provider or user and distributor (as applicable) of Elastic Offerings and (ii) include Partner as a reference in requests for quotations, requests for proposals and other similar documents.

8. CONFIDENTIAL INFORMATION

8.1 **CONFIDENTIAL INFORMATION**. "**Confidential Information**" means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as "confidential" at the time of disclosure or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without use of or reference to the Confidential Information.

8.2 **NON-USE AND NON-DISCLOSURE**. The Recipient shall keep in trust and confidence all Confidential Information of the Discloser using commercially reasonable care (but in no event less than the same degree of care that the Recipient uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under the Agreement or to discuss business opportunities, nor shall the Recipient disclose any such Confidential Information to third parties other than to Affiliates, agents, professional advisors and/or subcontractors who have a bona fide need to access such Confidential Information for purposes consistent with the Agreement and who are subject to confidentiality

obligations no less stringent than those set forth in the Agreement. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (a) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (b) discloses only as much of the Confidential Information as is required.

8.3 **EQUITABLE RELIEF**. A breach or threatened breach of this Section 8 may cause irreparable harm for which damages at law may not provide adequate relief. Accordingly, the non-breaching party is entitled to seek injunctive relief without being required to post a bond.

9. PERSONAL DATA PROCESSING / INFORMATION SECURITY

9.1 **PERSONAL DATA PROCESSING**. To the extent Elastic processes any Partner or End User Personal Data, including any Content, ("Personal Data," as defined in the Elastic DPA), in the course of providing Cloud Services or Support Services, such processing shall be governed by the Elastic DPA. 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 the Agreement; (ii) as expressly permitted by Partner; or (iii) as compelled by law. Partner shall comply with all applicable law, rule or regulation regarding the Processing of Personal Data of any individual whose Personal Data is Processed by Partner (including by disclosing the Personal Data to Elastic) in connection with the Elastic Offerings.

9.2 **INFORMATION SECURITY**. Elastic will implement reasonable and appropriate security measures to protect End User information against unauthorized access, modification, destruction or disclosure in accordance with the Elastic Security Standards. Elastic may update the Elastic Security Standards from time to time, provided that such updates are equivalent (or enhance) security and do not materially diminish the level of protection provided by Elastic.

10. WARRANTIES

10.1 **SUPPORT SERVICES WARRANTY**. Elastic warrants that it will perform the Support Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of this warranty, Elastic's sole obligation, and Partner's exclusive remedy, shall be for Elastic to re-perform the applicable Support Services at no additional cost to Partner.

10.2 **PRODUCT PERFORMANCE WARRANTY**. Elastic warrants that during the applicable Subscription Term, the applicable Product will perform in all material respects in accordance with the Documentation. In the event of a breach of this warranty, Elastic's sole obligation, and Partner's exclusive remedy shall be for Elastic to: (a) correct any failure(s) of the applicable Product to perform in all material respects in accordance with the Documentation; or (b) if Elastic is unable to provide a correction within 30 days of receipt of notice of non-conformity, Partner may elect to terminate the applicable Subscription, and Elastic shall promptly refund to Partner any pre-paid, unused fees paid to Elastic for such Subscription provided that, upon payment of such refund, all licenses granted by Elastic for the Products under the Agreement and Elastic's obligation to provide Support Services with respect to such Products shall immediately terminate. The warranty set forth in this Section 10.2 does not apply if the applicable Product: (i) has not been used, installed, operated, repaired, or maintained in accordance with the Agreement and/or the Documentation; or (ii) is used on equipment, products, or systems not meeting specifications identified by Elastic in the Documentation.

10.3 **WARRANTY DISCLAIMER**. THE WARRANTIES SET FORTH IN THIS SECTION 10 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. EXCEPT AS SET FORTH IN THIS SECTION 10, THE ELASTIC OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND ELASTIC AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE ELASTIC OFFERINGS OR ANY OTHER MATERIALS FURNISHED OR PROVIDED TO PARTNER UNDER THE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE ELASTIC OFFERINGS OR OTHER MATERIALS PROVIDED BY ELASTIC UNDER THE AGREEMENT, AND WITH RESPECT TO THE USE OF THE FOREGOING. FURTHER, ELASTIC DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS WILL BE ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE USE OF ELASTIC PRODUCTS WILL BE UNINTERRUPTED. PARTNER AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED IN CONNECTION WITH ITS USE OF THE ELASTIC OFFERINGS.

10.4 **HIGH-RISK ACTIVITIES PROHIBITION**. Partner shall not use Elastic Offerings or any materials provided under this Agreement where their use or failure could reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, aircraft, autonomous vehicles, weapon systems, or life support systems) ("**High Risk Activities**"). Elastic shall have no liability whatsoever with respect to such use by Partner or any Partner End User.

10.5 **PARTNER OBLIGATIONS.** Partner shall make no representations or warranties with respect to the Products beyond those contained in the Agreement. Partner shall be solely responsible for, and Elastic shall have no legal obligation to honor, any warranties that Partner provides to End Users to the extent that such warranties are broader or greater in scope than those made by Elastic to Partner in the Agreement.

11. INDEMNIFICATION

11.1 **ELASTIC INDEMNIFICATION.**

11.1.1 **INFRINGEMENT CLAIMS**. Elastic will, at its expense, defend or settle any Infringement Claim and will indemnify Partner against and pay: (a) any settlement of such Infringement Claim consented to by Elastic; or (b) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. Elastic shall not enter into any settlement agreement with respect to an Infringement Claim, if such settlement agreement requires any admission of liability or wrongdoing on the part of Partner or imposes on Partner any obligation other than the obligation to cease using the applicable Elastic Offerings that are subject to the Infringement Claim, unless Partner has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

11.1.2 **EXCLUSIONS**. Elastic will have no obligation to Partner to the extent any Infringement Claim or resulting award is based upon or results from: (a) Partner's distribution or use of the Software bundled in the OEM Product in a country that is not a contracting state to the Patent Cooperation Treaty; (b) the failure of Partner to use any update, within 30 days of Partner's receipt of notice from Elastic regarding the availability of such update, if use of such update would have avoided the Infringement Claim; (c) a modification of applicable Elastic Offerings that is not performed by or on behalf of Elastic; (d) the combination, operation, or use of the applicable Products 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, operation, or use; (e) specifications Partner provides to Elastic; or (f) use of the applicable Elastic Offerings other than in accordance with the terms and conditions of the Agreement.

11.1.3 **REMEDIES**. If the applicable Products 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: (a) obtain the right for Partner to continue to use the applicable Products; (b) modify the applicable Products to make it/them non-infringing, but substantially functionally equivalent; or (c) in the event that neither (a) or (b) are, in Elastic's reasonable judgment, commercially reasonable options, terminate Partner's right to use the applicable Products, and, at End User's written request, terminate all affected Order Forms and promptly refund to Partner any unused pre-paid fees paid by Partner to Elastic under such terminated Order Forms.

11.1.4 **CONDITIONS**. The indemnification obligations of Elastic are conditioned upon Partner: (a) 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 11 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice; (b) 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 (c) tendering to Elastic sole control over the defense and settlement of the Infringement Claim. Partner's counsel will have the right to participate in the defense of the Infringement Claim, at Partner's own expense. Partner shall 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.

11.1.5 **EXCLUSIVE REMEDY**. THIS SECTION STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF ELASTIC, AND THE EXCLUSIVE REMEDY OF PARTNER, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

11.2 **PARTNER INDEMNIFICATION.** Partner will, at its expense defend or settle any claim brought by an unaffiliated third party against Elastic, or its Affiliates, arising out of or related to Partner's violation of the Agreement ("**Third Party Claim**") and will indemnify Elastic against and pay: (a) any settlement of such Third Party Claim consented to by Elastic (not to be unreasonably withheld); or (b) any damages finally awarded to such third party by a court of competent jurisdiction as a result of such Third Party Claim. Elastic's counsel will have the right to participate in the defense of the Third Party Claim, at Elastic's own expense. Partner will not, without Elastic's prior written consent, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment, with respect to any pending or threatened Third Party Claim.

12. LIMITATION OF LIABILITY

12.1 **EXCLUDED DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (A) ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT; OR (B) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

12.2 **DAMAGES CAP**. EXCEPT WITH RESPECT TO: (A) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 8 (EXCLUDING UNAUTHORIZED DISCLOSURES OF CUSTOMER INFORMATION AND SECURITY BREACHES, WHICH ARE SUBJECT TO THE SEPARATE CAP SET FORTH IN SECTION 12.3 BELOW); (B) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT; (C) AMOUNTS PAYABLE BY PARTNER; (D) PARTNER'S VIOLATIONS OF THE USE AND DISTRIBUTION RESTRICTIONS SPECIFIED IN THIS AGREEMENT, AND (E) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY LAW; IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY PARTNER FOR THE AFFECTED PRODUCTS DELIVERED AND/OR MADE AVAILABLE TO PARTNER UNDER SUCH ORDER FORM IN THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

12.3 **DAMAGES FOR UNAUTHORIZED DISCLOSURES OF CUSTOMER INFORMATION AND SECURITY BREACHES**. IN NO EVENT SHALL ELASTIC'S TOTAL, CUMULATIVE LIABILITY FOR A BREACH OF CONFIDENTIALITY RELATING TO CUSTOMER INFORMATION ARISING FROM A SECURITY BREACH, AS DEFINED IN THE ELASTIC SECURITY STANDARDS, TO THE EXTENT SUCH SECURITY BREACH RESULTS FROM ELASTIC'S BREACH OF THE ELASTIC DPA, UNDER ANY ORDER FORM EXCEED THREE TIMES (3X) THE AMOUNT PAID OR PAYABLE BY PARTNER TO ELASTIC UNDER THIS AGREEMENT FOR THE AFFECTED PRODUCTS DELIVERED AND/OR MADE AVAILABLE TO PARTNER UNDER SUCH ORDER FORM FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

12.4 **DOUBLE DAMAGES**. Partner shall not be entitled to recover any sum in respect of any claim or damages under the Agreement to the extent doing so would involve recovery more than once in respect of the same loss.

13. TERM AND TERMINATION, SUSPENSION

13.1 **ISA TERM**. Unless earlier terminated in accordance with this Section, the ISA will commence upon the execution of the first Order Form between the parties which incorporates the Agreement and will continue in full force and effect for a period of 3 years ("**Initial Term**"), and thereafter automatically renew for additional 1-year periods (each a "**Renewal Term**") unless either party gives written notice to the other of its intention not to renew at least 30 days prior to the expiration of the Initial Term or then-current Renewal Term. In the event of the expiration of the ISA pursuant to a non-renewal notice as set forth in this Section 13.1, the terms of the ISA will continue to apply to all active Subscriptions for which the Subscription Term has not expired.

13.2 **SUBSCRIPTION TERM**. Unless earlier terminated in accordance with Section 13.4 below, each individual Subscription shall continue in full force and effect during the applicable Subscription Term. Subscriptions may be renewed for 12-month terms (or such longer period specified in the renewal Order Form); such renewal being a new Subscription Term.

13.3 **TERMINATION OF THE ISA**. Either party may terminate the ISA upon giving notice in writing to the other party if the non-terminating party commits a material breach of the Agreement and such material breach remains uncorrected for 30 days following receipt by the breaching party of such written notice. The termination of the ISA in accordance with this Section 13.3 or 13.5 below shall result in the termination of each applicable Exhibit and all active Subscriptions, and Partner shall have no further rights under any affected Subscription(s). Upon termination of this ISA: (i) Partner shall immediately cease using or destroy any unused sales literature and other written information and materials supplied by Elastic pursuant to the Agreement or which contain Elastic's Trademarks, and shall provide Elastic with written certification of such cessation or destruction; (ii) Partner shall immediately cease to identify itself as an authorized Partner or otherwise affiliated in any manner with Elastic; and (iii) the licenses granted under the Agreement shall immediately terminate save with respect to, any Subscription that has not been terminated or for which the Subscription Term has not expired. Either party may also terminate this ISA for any reason or no reason upon ninety (90) days' prior written notice to the other party, provided that such termination will not result in termination of any Subscriptions or their respective Order Forms.

13.4 **TERMINATION OF SUBSCRIPTIONS**. Either party may terminate an individual Subscription, upon giving notice in writing to the other party if the non-terminating party commits a material breach of the Agreement with respect to such individual Subscription, and such material breach remains

uncorrected for 30 days following receipt by the breaching party of such written notice. Upon the termination or expiration of an individual Subscription, the rights and obligations of the parties with respect to such individual Subscription shall cease. The termination of an individual Subscription in accordance with this Section shall not result in the termination of any other active Subscriptions.

13.5 **PAYMENT BREACH**. Elastic may terminate the ISA prior to its expiration in the event Partner fails to cure any breach for failure to timely pay undisputed amounts owed to Elastic within ten (10) days after written notice from Elastic demanding such payment.

13.6 **SUSPENSION**. In the event that: (a) Elastic has not been paid all applicable fees for any applicable Subscriptions due under the Agreement; (b) a Reseller and/or Marketplace provider notifies Elastic that Partner has not paid applicable fees in accordance with Section 3.2 or 3.3, as applicable; or (c) Elastic reasonably believes that Partner has violated or attempted to violate any of the use restrictions or acceptable use obligations set forth in the Agreement, or that Partner's use of Elastic Offerings presents a material security risk, Elastic may suspend access to the applicable Elastic Offering until the violation has been corrected. Elastic will use reasonable efforts to provide Partner with advance written notice prior to implementing such suspension.

13.7 **NO LIABILITY FOR TERMINATION**. To the greatest extent permitted by applicable law, in the event of termination of the Agreement, or any portion thereof, by either party in accordance with any of the provisions of the Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Elastic or Partner. Termination shall not, however, relieve either party of obligations incurred prior to the termination of this Agreement.

13.8 **SURVIVAL**. Upon the expiration or termination of an individual Subscription or the ISA, any provision of the ISA which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, personal data processing, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties, governing law, and Partner's payment obligations.

14. GENERAL

14.1 **COMPLIANCE WITH LAWS**. Each party shall retain responsibility for compliance with all applicable laws, as applicable to its respective business, including all applicable U.S. and foreign anti-corruption laws, the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the U.K. Bribery Act and similar applicable laws. Without limiting the foregoing, Partner, Elastic, and their respective employees and agents shall not directly or indirectly make any offer, payment, or promise to pay; authorize payment; offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision of a government official (including a decision not to act) or inducing such a person to use his or her influence to affect a governmental act or decision in order to assist Partner or Elastic in obtaining, retaining or directing any such business. Partner further acknowledges that Elastic Offerings, and other related technologies (collectively "**Controlled Technologies**") are subject to U.S. and any other applicable country's export control laws and regulations, including but not limited to the Export Administration Regulations (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 and to trade compliance provisions of the European Union (collectively "**Export Laws**"). Partner shall not export, re-export, or otherwise transfer or disclose any Controlled Technologies to any entity or person contrary to such Export Laws.

14.2 **ASSIGNMENT**. Neither party may assign this Agreement, without the prior written consent of the other party, except either party may assign the Agreement in its entirety, to: (a) an Affiliate; or (b) a successor in interest in connection with a merger, acquisition or sale of all or substantially all the assigning party's assets; provided the assignee is able to satisfy the obligations of the assigning party under the Agreement.

14.3 **FEEDBACK**. Elastic and its Affiliates may use any feedback volunteered by Partner, or its Affiliates, and their respective agents, for any purpose, and without any duty to account.

14.4 **FORCE MAJEURE**. Save for payment obligations, each party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, pandemics, epidemics, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.5 **GOVERNING LAW; JURISDICTION**. This Agreement is between Partner and the Elastic entity identified in the below table based on Partner's place of incorporation or establishment. The Agreement is governed by the laws applicable to the relevant Elastic entity, as indicated in the below table, without regard to any conflict of laws principles. Any legal proceeding related to this Agreement must be brought solely in the applicable jurisdiction as listed below. In the event of a purchase by a Partner Affiliate, the applicable Elastic entity, governing law, and jurisdiction will be determined in accordance with the table based on the Affiliate's place of incorporation or establishment. The 1980 UN Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

Location	Elastic Entity	Governing Law	Jurisdiction
Australia	As listed on the applicable Elastic Order Form or similar ordering document.	State of New South Wales	New South Wales
France		France	Paris, France
Japan		Japan	Tokyo District Court
Germany		Federal Republic of Germany	Munich, Germany
United Kingdom		England & Wales	England & Wales
United States of America		State of California, United States	Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, any California State Court in Santa Clara County.
ASEAN or India		Singapore	Arbitration in Singapore, with three arbitrators and in English, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.
Any Eurozone country not listed here		Netherlands	Amsterdam, The Netherlands
Any Location not listed here		Netherlands	Amsterdam, The Netherlands

14.6   **LANGUAGE**. This Agreement is in the English language only, which language shall be controlling in all respects, and any translation shall not be binding. All communications and notices to be made or given pursuant to the Agreement shall be in the English language.

14.7   **MALICIOUS FILES DISCLAIMER**. To facilitate Partner's evaluation of certain Elastic Products, Elastic makes available certain samples of malicious files or code or similar data ("**Malicious Files**") via https://github.com/elastic/detection-rules/tree/main/rta. Use of Malicious Files is voluntary and at Partner's sole risk. Elastic disclaims any warranty, responsibility or liability associated with Partner's use of such Malicious Files.

14.8   **NON-WAIVER**. Any failure to enforce any provision of the Agreement shall not constitute a waiver of the provision or of any other provision. A waiver of any breach or default shall not constitute a waiver of any other right for subsequent or other breach or default. Any waiver to be effective must be in writing, signed by the waiving party.

14.9   **NOTICES**. Notices to Elastic shall be in writing and sent via email to legal@elastic.co. Such notices shall be effective when sent and successfully delivered. Elastic may provide any notice to Partner to the email address associated with Partner's account, through an Elastic web based portal, or through a website identified by Elastic. Such communications shall be deemed delivered when sent or posted.

14.10   **PRODUCT USAGE DATA**. The Products may provide Elastic with certain statistical and other information about Partner's configuration and use of the Products ("**Product Usage Data**"). Elastic processes such Product Usage Data in accordance with the Product Privacy Statement located at: https://www.elastic.co/legal/product-privacy-statement.

14.11   **SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES**. If any provision or part of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement will remain in full force and effect. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Nothing in the Agreement confers any rights on any third party.

14.12   **TRIAL USE**. Elastic may offer trial use of Products ("Trial Use"), which may be governed by the Agreement. Trial Use is for the sole purpose of enabling Partner to evaluate a prospective purchase of a Product and shall not be deployed as part of Partner's business processes. All Trial Use is provided "AS IS" and no express or implied warranties shall apply. Elastic shall have no liability of any kind with respect to Trial Use unless otherwise required by applicable law, in which case Elastic's liability shall not exceed $10,000.

14.13   **ENTIRE AGREEMENT**. The Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communications between the parties, whether oral or written, regarding such subject matter, and Partners purchase of any Elastic Offerings is based solely upon features and functions that are currently available as at the time of purchase. Partner acknowledges that, in entering into the Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order (including a Qualifying PO), ordering document, acknowledgement or confirmation or other document issued by Partner, even if signed and returned by Elastic. In the event of any inconsistency or conflict between the terms of an Order Form, or this ISA, such inconsistency or conflict shall be resolved in that order. The Agreement shall only be modified by written amendment signed on behalf of Elastic and Partner by their duly authorized representatives. The parties agree that the terms and conditions of the Agreement are a result of mutual negotiations. Any ambiguity shall be reasonably construed as to its fair meaning, and the rule of *contra proferentem* shall not apply.

MANAGED SERVICES OFFERING EXHIBIT

The terms in this Exhibit apply to the Managed Services Offering(s) described in an Order Form.

1. SOFTWARE - RIGHTS AND OBLIGATIONS

1.1 **LICENSE GRANT**. Subject to the terms and conditions of the Agreement, including those related to the Subscription purchased by Partner under an applicable Order Form, Elastic grants Partner a limited, non-exclusive, non-transferable, fully paid up, right and license to: (i) use the Software in object code format in a Non-production Environment; (ii) use the Eligible Features and Functions of the Software in object code format as part of a Managed Services Offering made available to End Users, and (iii) prepare derivative works from the Documentation provided by Elastic to Partner for the purpose of creating documentation for the Managed Services Offering. Nothing in this license grant shall be construed to allow Partner to exceed the total number of Billable Nodes or Resource Units purchased under a Subscription.

1.2 **LICENSE KEY**. Following execution of an Order Form, Elastic shall deliver to Partner a License Key in order for Partner to access and use the Software in accordance with the license granted above. Software shall be deemed to have been delivered to Partner upon provision of such License Key, and the Software is deemed to be accepted by Partner upon delivery.

1.3 **QUANTITATIVE LIMITATIONS ON SUPPORT SERVICES**. For the avoidance of doubt, (i) where Partner has purchased a Platinum Subscription, Nodes deployed in a Non-production Environment are not counted as Billable Nodes and (ii) any internal use restriction is not intended to prohibit Partner from using the Support Services for a Managed Services Offering which is used in connection with or as part of an End User website or End User's own software-as-a-service ("**SaaS**") offering, provided that any such SaaS offering includes substantial, additional value-added software application features and functions, in addition to the features and functions of the Managed Services Offering.

2. REPORTS

2.1 **QUARTERLY REPORTS**. Within 15 days following the end of each calendar quarter, Partner shall provide to Elastic a written report ("**Quarterly Report**"), that includes (i) the number of Billable Nodes and/or Resource Units deployed under each applicable Subscription on the last day of such calendar quarter, (ii) the applicable Subscription Term (where such Billable Nodes and/or Resource Units are covered by a Subscription), and the date on which such Billable Nodes and/or Resource Units were first used (where such Billable Nodes and/or Resource Units are not covered by a Subscription), and (iii) the total Fees owing to Elastic.

2.2 **ADDITIONS; FEES**. If the number of Billable Nodes and/or Resource Units used by Partner and/or deployed exceeds the number of Billable Nodes and/or Resource Units allowable under the purchased Subscription, Elastic will, or, if applicable, a Reseller will, invoice Partner for such Excess Units, adjusted on a pro rata basis from the date of first use and for the remainder of the applicable Subscription Term. Partner may also add Billable Nodes and/or Resource Units to a Subscription by (i) executing additional Order Forms setting forth the details of such addition, and referencing the Order Form under which the Subscription was initially purchased or (ii) issuing a Qualifying PO. Upon execution by the parties, the additions 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 Partner will be provided with a credit for the unused portion of the existing Subscription.

CLOUD INTEGRATED SOLUTIONS EXHIBIT

The terms in this Exhibit apply to Cloud Integrated Solutions.

1. ADDITIONAL DEFINITIONS

"**Consumption Period**" means, with respect to a Consumption Subscription, a period of no more than 12 months as set forth in the Order Form, during which Partner's Credit Allotment may be used.

"**Consumption Subscription**" means a Cloud Service Subscription, where Partner has committed to purchase the specified quantity of consumption credits ("**Credit Allotment"**) for each Consumption Period, as set forth in the applicable Order Form.

"**Monthly Subscription**" means a Cloud Service Subscription that grants the right for Partner to use a Cloud Service on a month-to-month basis.

"**Resources**" means the components (including, memory, storage, data transfers, storage snapshots and/or such other components) of a Cloud Service for which Fees or credits are metered, accrued or consumed with use.

2. CLOUD SERVICES - RIGHTS AND OBLIGATIONS

2.1 **CLOUD SERVICE**. Subject to the terms and conditions of the Agreement, including payment of all applicable fees, Partner is granted the right to access and use a Cloud Service, including to access and use the applicable Eligible Features, at the Subscription Level purchased by Partner. The Subscription Level purchased by Partner for a Cloud Service determines the specific Support Services that Partner is entitled to receive, if any, and the Eligible Features and Functions of such Cloud Service that Partner is entitled to access and use.

2.2 **SUBSCRIPTION LEVEL SELECTION**. For Consumption Subscriptions and Monthly Subscriptions, Partner shall select the Subscription Level in the Cloud Service via the Cloud Service user interface. The Subscription Level selected by Partner shall be the Subscription Level Partner has purchased for purposes of the Agreement. If the Cloud Service user interface permits, Partner may change the Subscription Level of a Consumption Subscription or Monthly Subscription, by selecting a different Subscription Level in the Cloud Service.

3. PARTNER ACCOUNT

In order to use a Cloud Service in connection with a Cloud Integrated Solution, Partner shall first register for one or more account(s) (each an "**Account**"). Each Account may be used in connection with one or more Subscriptions. Partner shall not register multiple Accounts to simulate or act as single Account, or otherwise access the applicable Cloud Service in a manner intended to avoid incurring fees. Partner is responsible for all activities that occur under its Account, including maintaining the security of the login credentials and the correct configuration of access control lists for its Account(s). Partner shall promptly notify Elastic of any known or suspected unauthorized use and/or access of its Accounts. Communications from Elastic to Partner regarding a Cloud Service will be sent in the Cloud Service user interface or to the email address registered with the Account applicable to such Cloud Service.

4. SUBSCRIPTIONS

4.1 **CONSUMPTION SUBSCRIPTION**. For a Consumption Subscription, Partner will be provided with a Credit Allotment for use in each applicable Consumption Period, as set forth in the applicable Order Form. Each Credit Allotment shall reduce over the course of the applicable Consumption Period as Partner uses Resources. Resources used during an applicable Consumption Period will be metered at the then on-demand rates set forth at https://cloud.elastic.co/deployment-pricing-table at the time of use. Unused portions of Credit Allotments at the expiration of each applicable Consumption Period shall not carry over to any subsequent Consumption Period and no refunds will apply. Unless Partner renews its Consumption Subscription, Partner's continued use of a Cloud Service shall be treated as a Monthly Subscription, for which Fees will be invoiced monthly in arrears.

4.2 **CONSUMPTION PERIOD.** During a Consumption Period, Partner may only access and use a Cloud Service and receive Support Services (if any) if it: (a) has a positive Credit Allotment; or (b) decides to use additional Resources ("**Additional Resources**") on a month-to-month basis after the full consumption of Credit Allotment, as further described in the Order Form.

4.3 **MONTHLY SUBSCRIPTIONS**. Monthly Subscriptions, including Monthly Subscriptions purchased via an Elastic Website or Elastic's product listing on a Marketplace shall be subject to the terms of the Agreement and shall be paid for monthly in arrears with the payment method used at the time of first purchase. Resources used each month will be charged at the on-demand rates set forth at https://cloud.elastic.co/deployment-pricing-table at the time of use. The Subscription Term for a Monthly Subscription shall commence on the date of first use or first purchase, as applicable, and continue until terminated by either party at any time. Partner may terminate a Monthly Subscription by deleting the applicable deployment(s) and/or Account via the Cloud Service user interface. Termination of a Monthly Subscription will not relieve Partner of any payment obligation accrued prior to termination.

5. CONTENT

Partner is responsible for: (a) the content, accuracy and completeness of 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 data, text, graphics, audio, video, or computer software); (b) backing up or otherwise making duplicates of Content; (c) ensuring that use by End Users of a Cloud Service complies with any requirements under the Agreement and applicable law or regulation; and (d) deleting or retrieving Content from a Cloud Service upon expiration or termination of a Subscription. By submitting Content to Elastic, Partner grants Elastic a perpetual, transferable, sublicensable, worldwide, royalty-free, and non-exclusive right to use, display, reproduce, modify, adapt and publish the Content solely for the purpose of enabling Elastic to provide Partner with a Cloud Service and Support Services. Once Partner's Subscription expires or is terminated and Partner discontinues use of the applicable Cloud Service, Partner is solely responsible for deleting or retrieving Content prior to termination of the applicable Subscription and/or Partner's Account. Any content that remains may be deleted by Elastic at its sole discretion, though Elastic may retain copies of Content: (a) required to be retained by applicable law; or (b) stored in Elastic's backups and disaster recovery systems, which in each case shall be deleted in the ordinary course in accordance with Elastic's data retention policies.

The terms in this Exhibit apply to the OEM Product(s) described in an Order Form.

1. ADDITIONAL DEFINITIONS

"**Bundled Product**" means Software bundled with an OEM Product and made available to End User either as a SaaS Bundled Product or Self-managed Bundled Product.

"**Level 1 Support**" means the provision of a "Help Desk" and/or hotline for error logging and telephone assistance with problem identification.

"**Level 2 Support**" means the provision of a hotline, telephone assistance with troubleshooting, problem isolation and reproduction and assistance with a Software workaround or configuration correction.

"**Level 3 Support**" means the provision of advanced system level support for analyzing and correcting defects and other problems with the Software that are unable to be resolved by properly qualified personnel providing Level 2 Support.

"**SaaS Bundled Product**" means an OEM Product made available to End Users as a service that is managed by Partner on servers owned or controlled by Partner or in Partner's public cloud account. For the avoidance of doubt, such End Users do not receive a license or sublicense to any Software in connection with their purchase of the right to use the SaaS Bundled Products, and do not own or control the servers on which the software components of the SaaS Bundled Products are run.

"**Self-managed Bundled Products**" means an OEM Product that is distributed to End Users for use on each End User's premises or in the End User's public cloud account and without the right to further distribute or sublicense the Self-managed Bundled Products.

2. SOFTWARE - RIGHTS AND OBLIGATIONS

2.1 **LICENSE GRANT**. Subject to the terms and conditions of the Agreement, including those related to the Subscription purchased by Partner under an applicable Order Form, Elastic grants Partner a limited, non-exclusive, non-transferable, fully paid up, right and license to: (i) use the Software in object code format in a Non-production Environment; (ii) distribute Software in object code format to End Users as part of the Self-managed Bundled Products; (iii) use the Eligible Features and Functions of the Software in object code format as part of the SaaS Bundled Products made available to the End Users; (iv) grant to each End User the right to use the Eligible Features and Functions of the Software in object code format at End User's premises or in the End User's public cloud account as part of an OEM Product; (v) prepare and distribute to End Users, derivative works from the Documentation provided by Elastic to Partner, for the purpose of creating documentation for an OEM Product. Nothing in this license grant shall be construed to allow Partner to exceed the total number of Billable Nodes or Resource Units purchased under a Subscription, regardless of whether such Billable Nodes or Resources Units are used by Partner or End Users, to allow an End User to further distribute or sublicense an OEM Product, or to share or transfer Billable Nodes and/or Resource Units allocated to a particular End User to another End User.

2.2 **PRODUCTION SUPPORT SERVICES**. Partner shall provide Level 1 Support and Level 2 Support directly to End Users, and Elastic will have no obligation to provide Support Services directly to End Users. During an applicable Subscription Term, Elastic will provide Partner with Level 3 Support in accordance with the Support Services Policy for the applicable Self-managed Bundled Product and/or SaaS Bundled Products, up to the applicable number of Billable Nodes or Resource Units included in the Subscription. Support Services are not delivered in person at Partner's or End Users' facilities. Partner's technical support personnel shall include two (2) individuals certified on the Software, or otherwise in accordance with requirements as Elastic may establish from time to time. Certification will be at Partner's expense and at Elastic's published rates.

2.3 **MARKETING OF BUNDLED PRODUCTS**. Partner agrees to make good faith efforts to market the Bundled Products and to maximize sales of the same. Without limiting the foregoing, Partner agrees that it shall not sell, license or distribute any version of the OEM Product without the Software (i.e., OEM Products may be sold and distributed only as Bundled Products).

2.4 **RESELLERS TRANSACTION LIMITATIONS**. With respect to the OEM Product(s), Partner's right to transact via Partner Resellers, as addressed in Section 2.3 of the ISA, is limited to the following: (i) sublicensing the right to distribute the Software as part of the Self-managed Bundled Products and/or (ii) permitting Partner Resellers to market and resell the SaaS Bundled Products.

3. REPORTS

3.1 **QUARTERLY REPORTS**. Within 15 days following the end of each calendar quarter, Partner shall provide to Elastic a written report ("**Quarterly Report**"), that includes (i) the number of Billable Nodes and/or Resource Units deployed under each applicable Subscription on the last day of such calendar quarter, (ii) the names and addresses of End Users that have procured each OEM Product in the preceding calendar quarter, the number of Billable Nodes and/or Resource Units associated with each End User, the applicable Subscription Term (where such Billable Nodes and/or Resource Units are covered by a Subscription), and the date on which such Billable Nodes and/or Resource Units were first deployed to each End User (where such Billable Nodes and/or Resource Units are not covered by a Subscription), and (iii) the total Fees owing to Elastic.

3.2 **ADDITIONS; FEES**. If the number of Billable Nodes and/or Resource Units used by Partner and/or deployed to all End Users exceeds the number of Billable Nodes and/or Resource Units purchased under the applicable Subscription, then Partner shall include payment of the Fees payable with respect to such excess, or (if applicable) shall cause its Elastic Reseller to pay such Fees, concurrently with or promptly after delivery of the Quarterly Report. The Subscription Term for such excess Billable Nodes and/or Resource Units shall be at least 12 months and shall begin on the first day of the calendar quarter in which they are first deployed to the End User. Partner may also add Billable Nodes and/or Resource Units to a Subscription by (i) executing additional Order Forms setting forth the details of such addition, and referencing the Order Form under which the Subscription was initially purchased or (ii) issuing a Qualifying PO. Upon execution by the parties, the additions 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 Partner will be provided with a credit for the unused portion of the existing Subscription.