



## 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.