



## OEM PRODUCT EXHIBIT

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 Resource 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.