



## 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.