ELASTIC SOFTWARE SUBSCRIPTIONS
- CONTRACTING PROCESS OVERVIEW -

A.   Introduction

Thank you for your interest in purchasing an Elastic Software Subscription. If you are reading this, it is likely that your organization has already acquired and started using certain features and functions of Elastic's Software that we provide under a Basic license and that your organization would now like access to additional features and functions of Elastic's Software and/or additional Support Services, which are only available under a paid-for Elastic Software Subscription. This document is intended to give an overview of the contracting process, as well as provide additional details about our Elastic Software License Subscription. The capitalized terms used in this overview are defined in our agreements.

B.   Contracting and Order Process

1.   Software Subscription Agreement. Each Elastic order form for the Elastic Cloud Service is governed by a Software Subscription Agreement. This Software Subscription Agreement contains a first section with general terms and conditions and a Software Subscription Addendum with additional, specific terms and conditions applicable only to your Elastic Software Subscription.

2.   Order Forms. You may purchase an Elastic Software Subscription by executing an Elastic order form with Elastic. The order form sets out the Subscription Level, the Subscription Term, the amount of Billable Nodes/Resource Units purchased, the price and, if applicable, a brief description of the applicable 'project' (see below), relating to your Elastic Software Subscription. To add Billable Nodes/Resource Units to an existing Elastic Software Subscription, renew your Elastic Software Subscription, or purchase new Elastic Software Subscriptions at a different Subscription Level, you need only execute additional order forms.

3.   Use of Customer Templates.   Subscriptions to Elastic Software have unique attributes that are not addressed by typical customer templates. Elastic contract templates are written specifically for our products and services and are aligned and benchmarked with industry standards. Therefore, to save time and extensive redlining, we do not use customer templates for the purchase of Subscriptions.

C.   What Is A Paid-For Elastic Software Subscription?

1.   What It Provides.   When you purchase an Elastic Software Subscription, you obtain the following rights for the duration of the applicable Subscription Term:

(a) a right to use the additional Elastic Software features and functions that are not available under Elastic's Basic license (available features and functions can vary based on the Subscription Level purchased); A list of eligible features and functions that correspond to the Subscription Levels of Elastic Software can be found at https://www.elastic.co/subscriptions; and

(b) the right to receive Support Services for the Elastic Software in accordance with Elastic's Support Services Policy. The current version of Elastic's Support Services Policy can be found at https://www.elastic.co/support_policy/english, which provides the details of Elastic's Support Services obligations. Elastic's Support Services Policy applies to all our customers and cannot therefore be customized.

2. <u>How We Price Elastic Software Subscriptions</u>. Elastic Software Subscriptions are sold in annual increments and fees are payable annually in advance. The price of an Elastic Software Subscription is determined by the following:

(a) The Subscription Level (i.e., Platinum or Enterprise).

(b) The number of years in the Subscription Term;

(c) For Platinum Subscriptions, the number of "**Billable Nodes**" you deploy in connection with the Subscription. A Billable Node is an instance of the Elastic Software running on a server (which we refer to as a "**Node**"). We apply a memory cap of 64GB of RAM per Billable Node. Each Platinum Subscription applies to an identified use case known as a "project". We charge based on the greater of (i) the number of Nodes running across all projects covered by a Subscription; or (ii) the total GB of RAM "**Addressable**" by all Nodes across all projects covered by the Subscription divided by 64, with any fractional remainder being rounded up to the next whole number. "Addressable" refers to the quantity of RAM that benefits from the execution of the Elastic Software. For the purposes of calculating Billable Nodes, we do not include non-production uses (such as development, staging or quality assurance;

(d) For Enterprise Subscriptions, the number of Resource Units you deploy in connection with the Subscription. We calculate the number of Resource Units taking the total GB of RAM that is Addressable by the Elastic Software running on all your servers and dividing this by 64. Unlike the Platinum Subscription, an Enterprise Subscription is not limited to a specific project. For purposes of calculating Resource Units, we do not include non-server software, known as "agents", that "ship" data from endpoints to your servers;

(e) For full cross-cluster search we apply the limitation that the local and remote clusters must be on the same Subscription Level.

3. <u>Purchasing and Paying for Subscriptions</u>. If you purchase a Subscription for Elastic Software directly from Elastic, you will make payments directly to Elastic. You may also be able to purchase and pay for a Subscription for Elastic Software via an Elastic authorized reseller. If you do purchase via an Elastic authorized reseller, your commercial arrangement i.e., fees and invoicing etc. is directly between you and the authorized reseller. Your use and access of the Elastic Software shall be subject to the Master Customer Agreement and Software Subscription Addendum.

D. Questions?

If you have any questions regarding the above, please raise them with your Elastic Account Manager.