

Service Level Agreement

Elastic Cloud Serverless

NOT FOR EDITING OR NEGOTIATION

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This **Service Level Agreement** (“SLA”) describes Elastic’s service level agreement applicable to Customers that have created a project under an eligible Subscription at either a **Platinum or Enterprise Subscription Level** for **Elastic Cloud Serverless** (“ECS”). Elastic reserves the right to modify this SLA during the applicable Subscription Term, provided that any such modifications shall not adversely reduce service levels set forth in this SLA during the applicable Subscription Term.

1. DEFINITIONS.

Capitalized terms shall have the meanings specified below. Capitalized terms not defined in this SLA shall have the meanings set forth in the Subscription Agreement:

“**Available Interval**” means an Interval where at least 1 request by Customer returns without Error.

“**Error**” means the following HTTP error codes that are not caused by an Exclusion: (a) HTTP 500 - Internal Server Error; (b) HTTP 502 - Bad Gateway; (c) HTTP 503 - Service Unavailable; (d) HTTP 504 - Gateway Timeout.

“**Interval**” means a continuous period of 5 minutes.

“**Monthly Subscription Fee**” means with respect to the applicable affected ECS project, the monthly fee charged by Elastic for the applicable month in which the Error occurred.

“**Monthly Uptime Percentage**” means, with respect to each applicable ECS project, the total Available Intervals in a calendar month, divided by the total number of Intervals in the calendar month, multiplied by 100. For Intervals where Customer has not made any requests, Elastic considers the applicable ECS project to be fully available. Expressed as a formula, this would be: **Monthly Uptime Percentage = (Number of Available Intervals ÷ Total Number of Intervals) × 100**.

“**Service Credit**” means a non-transferable Resource credit that Elastic may credit back to an eligible account as further described in this SLA.

“**Subscription Agreement**” means the agreement between Elastic and Customer pursuant to which Customer has purchased its Subscription to ECS at either a Platinum or Enterprise Subscription Level.

2. AVAILABILITY TARGET.

During each calendar month of the applicable Subscription Term, Elastic shall use commercially reasonable efforts to make Customer projects on ECS available to the Customer with a Monthly Uptime Percentage of at least **99.95%** (“**Availability Target**”). In the event Elastic does not meet the Availability Target, Customer shall be eligible to receive a Service Credit as further described in this SLA.

3. SERVICE CREDITS.

A Service Credit is calculated in accordance with the table below, based on the applicable percentage of the Monthly Subscription Fee and converted into Resource(s) subject to Customer’s discount, if any, as set forth in the Order Form. For clarity, Elastic shall issue a Service Credit based on the aggregate of all Error(s) verified by Elastic for each affected ECS project for the month in which such Error(s) occurred. Elastic’s sole and exclusive obligation and Customer’s sole and exclusive remedy for Elastic’s failure to meet the Availability Target shall be limited to Service Credit(s) as further described in this SLA:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

4. REQUESTING, PROCESSING & APPLICATION OF SERVICE CREDITS.

4.1 Requesting Service Credit(s). In order to receive a Service Credit Customer shall submit a Support ticket no later than 10 days following the applicable Error (“**Service Credit Request**”). Customer shall ensure that its Service Credit Request includes at a minimum: (a) the affected account and ECS project; (b) the dates and times of each Error claimed by Customer; (c) Customer request logs that document the Error and corroborate Customer’s claim of an Error (for clarity, any confidential or sensitive information in such logs shall be removed by Customer prior to submission to Elastic). Customer’s failure to submit its Service Credit Request as set forth above, may disqualify Customer from receiving a Service Credit.

4.2 Service Credit Determination. Following receipt of Customer's Service Credit Request, Elastic shall investigate the root cause of the applicable Error (and Customer shall assist Elastic in investigating the applicable Error). In the event Elastic confirms that the applicable Monthly Uptime Percentage is lower than the Availability Target, Elastic shall issue a Service Credit as set forth below.

4.3 Processing and Application of Service Credits. Elastic shall apply any applicable Service Credit(s) against future consumption of ECS during the Subscription Term following the month in which Customer's request for a Service Credit is confirmed by Elastic. A Service Credit is not redeemable for cash, and Customer shall not be entitled to any refund or other form of payment. A Service Credit shall be issued only if the fee charged by Elastic for the applicable month in which the Error occurred is greater than USD\$1.

5. EXCLUSIONS.

Elastic shall have no liability whatsoever with respect to the applicable Monthly Uptime Percentage (including without limitation, issuing any Service Credit(s)) in the event that the applicable Error is attributable to, or otherwise results from: (a) Customer's failure to perform any of its responsibilities set forth in the Subscription Agreement; (b) a suspension or termination by Elastic of Customer's access to ECS in accordance with the Subscription Agreement; (c) factors outside of the reasonable control of Elastic, including, without limitation any force majeure event or Internet access or related problems; (d) any acts or omissions of Customer or any relevant third party, including failure to acknowledge a recovery volume, any improper use, scaling, configuration and/or misconfiguration of projects, or lack of sufficient compute capacity sizing; (e) third party equipment, software or other technology (including that of Customer's) not under Elastic's direct control (including, without limitation, third party cloud providers used to host ECS such as Amazon Web Services, Google Cloud Platform, and Microsoft Azure); (f) Customer misconfiguring security groups, VPC configurations or credential settings, attempting to connect from an IP address not in the approved list of IP addresses as configured by Customer, exceeding the connection limit, or client-side DNS issues; (g) Customer's usage of ECS features, versions or releases that are no longer supported or that have been deprecated; and/or (h) Customer's usage of preview, pre-release, beta, or trial versions of ECS features.