



## ELASTIC SERVICES AGREEMENT

NOT FOR EDITING OR NEGOTIATION.

Effective Date: FEBRUARY 28, 2025

This Elastic Services Agreement (“**Services Agreement**”) is entered into between Elastic and Customer and governs Customer's access and use of Services, regardless of how Customer purchased such Services, whether directly from Elastic or via a Reseller or Marketplace. The “**Effective Date**” of this Services Agreement is the: (a) the date of the last signature on an Order Form between Customer and Elastic; (b) the date upon which Customer accepts a private offer via the applicable Marketplace; or (c) the date of the last signature on an Order Form executed by Elastic and a Reseller on behalf of Customer.

### 1. DEFINITIONS.

“**Affiliate**” means an organization that controls, is controlled by, or which is under common control with, a party, where “**control**” means direct or indirect ownership of at least 50% of the voting interests of the organization.

“**Agreement**” means collectively, this Services Agreement, any document incorporated by reference and any applicable Order Form.

“**Consultant**” means any employee, contractor, or subcontractor performing Services on behalf of Elastic and/or its Affiliates.

“**Consulting Services**” means Elastic's configuration and implementation services for an Elastic product and/or service that are generally made available by Elastic to its customers.

“**Customer**” means the Customer entity set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer.

“**Customer Information**” means Customer data provided by Customer to Elastic in connection with the delivery of Consulting Services.

“**Elastic**” means the Elastic entity set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer.

“**Elastic DPA**” means Elastic's data processing addendum located at <https://www.elastic.co/pdf/v100623-0-elastic-customer-dpa.pdf>.

“**Elastic Security Standards**” means Elastic's information security standards set forth in the Elastic Information Security Addendum located at <https://www.elastic.co/pdf/elastic-information-security-addendum-consolidated-v030121-3.pdf>.

“**Elastic Trademarks**” means all trademarks, trademark applications, registered trademarks, service marks, trade names, logos, designs, brands, taglines and other symbols or marks intended to indicate Elastic as the source of the Services.

“**Infringement Claim**” means a claim brought against Customer by an unaffiliated third party alleging that Customer's use of Services in accordance with the Agreement during the applicable Services Period infringed such unaffiliated third party's intellectual property.

“**Marketplace**” means a cloud service provider marketplace as further described in Section 2 below.

“**Order Form**” means an ordering document provided by Elastic pursuant to which Customer, or a Reseller acting on Customer's behalf, purchases Services under the Agreement.

“**Reseller**” means a third party authorized by Elastic to promote and resell Services.

“**Services**” means Consulting Services and/or Training Services, as applicable.

“**Services Period**” means the period commencing and expiring on the start and end date as set forth in the applicable Order Form for the applicable Services.

“**Training Services**” means Elastic's training services for an Elastic product and/or service that are generally made available by Elastic to its customers.

### 2. ORDERS / RESELLERS / MARKETPLACE.

**2.1 ORDERS.** Orders for Services may be placed by Customer through: (a) the execution of an Order Form between Elastic and Customer; or (b) via a Reseller or Marketplace as described below.

**2.2 PURCHASES VIA A RESELLER.** Customer may purchase Services via a Reseller. Reseller and Customer shall enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Services, as well as any other terms or conditions that apply exclusively between Reseller and Customer. Customer acknowledges and agrees that Elastic shall not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third party products and/or services furnished to Customer by any Reseller. Elastic agrees that, subject to receiving payment for the applicable Services purchased by Customer via a Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Services. Orders for Services purchased via a Reseller, including multi-year Services, are not subject to cancellation by Customer.

**2.3 PURCHASES VIA A CLOUD MARKETPLACE.** Customer may purchase Services via a Marketplace, provided that such Services are made available through such Marketplace by Elastic at its sole discretion. Where Customer has purchased Services via a Marketplace, Customer agrees to pay the fees specified on the applicable Services pricing page(s), including any notes included on such page(s) or in any pricing tables included with the offer accepted by Customer in the Marketplace. Customer agrees that all fees shall be paid through billing of Customer's account with such Marketplace provider and that any refund to which Customer may be entitled under the Agreement may be provided in the form of a credit back to Customer's account with such Marketplace provider. Elastic agrees that, subject to receiving payment for the applicable Services purchased by Customer via a Marketplace, it shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Services. Services purchased via a Marketplace, including multi-year Services, are not subject to cancellation by Customer.

### 3. SERVICE PERIOD / PERSONNEL/ EXPENSES.

**3.1 SERVICES PERIOD / PERSONNEL.** During the Services Period, Elastic shall provide the Services identified in an Order Form, which may be further described in a statement of work attached to the Order Form. Customer shall consume the Services set forth in an Order Form within the applicable Services Period. Unused Services at the expiration of each applicable Services Period shall not carry over to any subsequent Services Period. Elastic reserves the right to determine which Consultant(s) shall be assigned to perform the Services and to replace and/or reassign such Consultant(s) during the Services Period. Services are non-transferable and for Customer's internal business purposes only. Customer shall not use the Services to supply any services, including configuration, implementation, technical, support or training services, to any third party.

**3.2 COSTS AND EXPENSES.** Elastic shall be responsible for any costs and expenses (including travel, equipment, meals and incidentals, or other related out of pocket expenses) incurred by Elastic in its performance of Services, unless such costs and expenses are set forth in an applicable Order Form or otherwise agreed to in writing by the parties.

### 4. AFFILIATES / CONTRACTORS.

During the applicable Services Period, Customer's Affiliates and/or third party contractors performing services on Customer's behalf ("**Customer Contractors**") may access and use the Services, subject to the following: (a) Customer's Affiliates and/or Customer Contractors may access and use the Services provided that any such access and use by Customer Contractors shall be solely for the benefit of Customer and/or its Affiliates; and (b) Customer shall procure that Customer's Affiliates and Customer Contractors comply with the terms of the Agreement. Customer shall be responsible for any failure by Customer's Affiliates and/or Customer Contractors to comply with the terms of the Agreement.

### 5. CUSTOMER POLICIES / CUSTOMER OBLIGATIONS / PARTICIPANT ACCOUNTS / LABORATORY ENVIRONMENT.

**5.1 CUSTOMER POLICIES.** For Services performed at a Customer location, Elastic shall require that its Consultants follow all reasonable instructions and comply with Customer's standard health, safety and security policies provided to Elastic in writing in advance. Any non-disclosure agreement, agreement addressing proprietary rights, or other similar document signed by a Consultant as a condition of being permitted to enter Customer's location for the purpose of performing Services shall be deemed null and void.

**5.2 CUSTOMER OBLIGATIONS FOR SERVICES.** Customer agrees to provide Elastic with such cooperation, Customer Information, access and support reasonably required to allow Elastic to successfully provide the Services. Customer grants Elastic a limited right to use any Customer Information provided to Elastic for the purpose of performing the Services. Customer shall retain its intellectual property rights, title and interest in and to the Customer Information. To the extent that Customer makes available secure access to Customer's systems, Customer shall ensure such access complies with any data privacy laws applicable to Customer and Customer's security policies.

**5.3 PARTICIPANT ACCOUNTS.** Each individual designated by Customer to participate in Training Services (each a "**Participant**") shall be required to register for an individual user account at <https://cloud.elastic.co/registration> ("**Participant Account**"). Each Participant shall be responsible for maintaining the security of the log-in credentials for its Participant Account. Customer and/or Participant shall immediately notify Elastic of any unauthorized use of a Participant Account, or any other breaches of security of which Customer or Participant becomes aware. Elastic reserves the right to verify the Participant's access and use of the Training Services via the Participant Account, including Participant's progress, to ensure compliance with the terms of the Agreement. Elastic may, at its discretion, disable any Participant Account credentials that have been identified as having been shared. In the event any such verification reveals that Customer or Participant has used the Training Services in excess of the limitations on Customer's and/or Participant's access and use of such Training Services, Customer shall promptly pay to Elastic (or, if applicable, a Reseller) an amount equal to the difference between the fees actually paid and the fees that Customer should have paid to remain in compliance with such limitations.

**5.4 TRAINING SERVICES / LABORATORY ENVIRONMENT.** If applicable to the Training Services purchased by Customer, Customer and/or Participant may be required to set up a laboratory environment. Accordingly, Customer and/or Participant shall be responsible for installing and configuring components to set up such laboratory environment.

### 6. CONSULTING & TRAINING MATERIALS.

**6.1 CONSULTING SERVICES MATERIALS.** Any materials, technology, know-how and other innovations of any kind that Elastic may provide Customer or otherwise create in the course of performing Consulting Services, including without limitation all improvements and modifications to Elastic products and/or services ("**Consulting Services Materials**"), are generally applicable to Elastic's business and do not constitute custom work product. Subject to Customer's ownership interest in, and Elastic's obligations with respect to, Customer Information (which shall not be deemed to constitute Consulting Services Materials), Elastic and/or its licensors own all intellectual property rights, titles and interests in and to the Consulting Services Materials (including any derivative works of such Consulting Services Materials).

**6.2 TRAINING SERVICES MATERIALS.** In connection with Elastic's provision of Training Services, Elastic may make materials available to Customer, including, without limitation, training courses, exams, and other educational materials ("**Training Services Materials**"). Elastic and/or its licensors own all intellectual property rights, titles and interests in and to the Training Services Materials (including any derivative works of such Training Services Materials).

**6.3 LICENSE GRANT.** Subject to Section 6.1 and 6.2, Customer is granted a non-exclusive, non-transferable, revocable license to access, use and, if applicable, display, download or print, any Consulting Services Materials and/or Training Services Materials (collectively, "**Services Materials**") solely for its internal business purposes and solely to the extent as necessary to utilize the Services purchased by Customer. Customer shall not (and shall not permit any other party to): (a) copy, reproduce, store and/or distribute the Services Materials, except for purposes of internal distribution within Customer's organization and for archival purposes; (b) adapt, alter, decompile, modify, and/or translate the Services Materials; (c) create derivative works of the Services Materials; (d) disclose Services Materials to third parties (other than Customer Affiliates and/or Customer Contractors that do not compete with Elastic); (e) sell, rent, sublicense, and/or transfer the Services Materials, or any portion of such Service Materials; or (f) remove, alter or



destroy any proprietary, trademark or copyright notices placed upon or contained within any Services Materials. Elastic shall have the right in its reasonable discretion to exclude from any Services any individual in breach of this Section 6.3.

## 7. PAYMENT & TAXES.

This Section 7 shall not apply where Customer has purchased Services via a Reseller and/or Marketplace.

**7.1 PAYMENT.** Elastic shall invoice Customer for the fees due under each Order Form or otherwise under the Agreement, and Customer shall pay such fees within 30 days after receipt of an applicable invoice. All invoices shall be paid in the currency set forth in the applicable Order Form. Payments shall be made without the right of set-off or chargeback. Except as otherwise expressly set forth in the Agreement, any and all payments made by Customer pursuant to the Agreement or any Order Form are non-refundable, and all commitments to make any payments under the Agreement or under any Order Form are non-cancellable.

**7.2 TAXES.** All fees stated in an Order Form are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components, if any, of any Services purchased by Customer under the Agreement (collectively, "**Taxes**"). Unless Customer provides Elastic a valid state sales/use/excise tax exemption certificate or direct pay permit, and provided that Elastic separately states any such taxes in the applicable invoice, Customer shall pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of any Services, Customer shall increase the sum paid to Elastic by an amount necessary for the total payment to Elastic equal to the amount originally invoiced.

## 8. TRADEMARKS.

Elastic and/or its licensors are the owners of all Elastic Trademarks used in connection with any Services. All rights are expressly reserved by Elastic. Other trademarks, service marks, graphics and logos used in connection with any Services (including Services Materials) may be trademarks of other third parties. Elastic grants to Customer no right or license to reproduce, or otherwise use any Elastic Trademarks or third-party trademarks under the Agreement.

## 9. CONFIDENTIAL INFORMATION.

**9.1 CONFIDENTIAL INFORMATION.** "**Confidential Information**" means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as "confidential" at the time of disclosure or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without use of or reference to the Confidential Information.

**9.2 NON-USE AND NON-DISCLOSURE.** The Recipient shall keep in trust and confidence all Confidential Information of the Discloser using commercially reasonable care (but in no event less than the same degree of care that the Recipient uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under the Agreement or to discuss business opportunities, nor shall the Recipient disclose any such Confidential Information to third parties other than to Affiliates, agents, professional advisors and/or subcontractors who have a bona fide need to access such Confidential Information for purposes consistent with the Agreement and who are subject to confidentiality obligations no less stringent than those set forth in the Agreement. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (a) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (b) discloses only as much of the Confidential Information as is required.

**9.3 EQUITABLE RELIEF.** A breach or threatened breach of this Section 9 may cause irreparable harm for which damages at law may not provide adequate relief. Accordingly, the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

## 10. PERSONAL DATA / INFORMATION SECURITY.

**10.1 PERSONAL DATA PROCESSING.** To the extent Elastic processes any Customer Personal Data (as defined in the Elastic DPA) in the course of providing Consulting Services such processing shall be governed by the Elastic DPA.

**10.2 INFORMATION SECURITY.** Elastic shall implement reasonable and appropriate security measures to protect Customer Information against unauthorized access, modification, destruction or disclosure in accordance with the Elastic Security Standards. Elastic may update the Elastic Security Standards from time to time, provided that such updates are equivalent (or enhance) security and do not materially diminish the level of protection afforded to Customer Information by the Elastic Security Standards.

## 11. WARRANTIES.

**11.1 SERVICES WARRANTY.** Elastic warrants that it shall perform the Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Customer's exclusive remedy, shall be for Elastic to re-perform the applicable Services at no additional cost to Customer.

**11.2** The warranties set forth in this Section 11 only apply when notice of a warranty claim is provided to Elastic during the applicable Services Period, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Elastic.

**11.3 WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, ELASTIC MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. ELASTIC IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

**11.4 HIGH-RISK ACTIVITIES PROHIBITION.** SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS THE OPERATION



OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, MEDICAL OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF SUCH SERVICES AND/OR MATERIALS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, CUSTOMER'S USE OF SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT IN HIGH RISK ACTIVITIES SHALL BE AT CUSTOMER'S SOLE RISK AND ELASTIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY CUSTOMER.

## 12. INFRINGEMENT CLAIMS.

**12.1 ELASTIC OBLIGATIONS.** Elastic shall, at its expense, defend or settle any Infringement Claim and shall indemnify Customer against and pay: (a) any settlement of such Infringement Claim consented to by Elastic; or (b) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. Elastic shall not enter into any settlement agreement with respect to an Infringement Claim, if such settlement agreement requires any admission of liability or wrongdoing on the part of Customer or imposes on Customer any obligation other than the obligation to cease using the Services that is subject to the Infringement Claim, unless Customer has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

**12.2 EXCLUSIONS.** Elastic shall have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (a) the failure of Customer to use any update, within 30 days of Customer's receipt of notice from Elastic regarding the availability of such update, if use of such update would have avoided the Infringement Claim; (b) a modification of the Services that is not performed by or on behalf of Elastic; (c) the combination, operation, or use of the Services with any other products, services or equipment not provided by Elastic or branded as Elastic products or services, where there would be no Infringement Claim but for such combination, operation, or use; or (d) use of the Services other than in accordance with the terms and conditions of the Agreement.

**12.3 REMEDIES.** If the Services are, or in Elastic's reasonable opinion are likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, Elastic may, at its expense and option: (a) obtain the right for Customer to continue to use the Services; (b) modify the Services to make it non-infringing, but substantially functionally equivalent; or (c) in the event that neither (a) or (b) are, in Elastic's reasonable judgment, commercially reasonable options, terminate Customer's right to use the Services, and, at Customer's written request, terminate the Agreement and promptly refund to Customer any pre-paid, unused fees paid by Customer to Elastic for such Services.

**12.4 CONDITIONS.** The obligations of Elastic in this Section 12 are conditioned upon Customer: (a) notifying Elastic promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice shall only relieve Elastic of its obligations under this Section 12 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice; (b) giving Elastic, at Elastic's expense, reasonable assistance and information requested by Elastic in connection with the defense and/or settlement of the Infringement Claim; and (c) tendering to Elastic sole control over the defense and settlement of the Infringement Claim. Customer's counsel shall have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer shall not, without the prior written consent of Elastic, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

**12.5 EXCLUSIVE REMEDY.** THIS SECTION 12 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF ELASTIC, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

## 13. LIMITATION OF LIABILITY.

**13.1 EXCLUDED DAMAGES.** IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13.2 DAMAGES CAP.** EXCEPT WITH RESPECT TO: (A) ELASTIC'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; (B) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS OR ACCEPTABLE USE OBLIGATIONS SET FORTH IN THE AGREEMENT; AND (C) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR THE APPLICABLE ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER THE APPLICABLE ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

**13.3 DOUBLE DAMAGES.** CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS.

## 14. TERM AND TERMINATION, SUSPENSION.

**14.1 SERVICES PERIOD.** Unless earlier terminated as set forth below, Services shall continue in full force and effect during the applicable Services Period. Either party may terminate Services, upon giving notice in writing to the breaching party if the breaching party commits a material breach of the Agreement with respect to such Services, and such material breach remains uncorrected for 30 days following receipt by the breaching party of such written notice. Upon the termination or expiration of Services, the rights and obligations of the parties with respect to such Services shall cease.

**14.2 SUSPENSION.** In the event that: (a) Elastic has not been paid all applicable fees for Services; or (b) Elastic reasonably believes that Customer has violated or attempted to violate any of the use restrictions or acceptable use obligations set forth in the Agreement or that Customer's use of Services presents a material security risk; Elastic may suspend access to the Services until the issue has been corrected. Elastic shall use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension and shall work with Customer in good faith to correct the issue.

**14.3 SURVIVAL.** Upon the termination or expiration of Services, any provision of the Agreement which is intended to survive expiration or termination shall survive, including, without limitation, provisions relating to confidentiality, personal data processing, restrictions on use of intellectual property, indemnity, exclusions and limitations on liability and disclaimers of warranties, governing law, and Customer's payment obligations.



## 15. GENERAL.

**15.1 COMPLIANCE WITH LAWS/EXPORT CONTROL.** Each party shall retain responsibility for compliance with all applicable laws as applicable to its respective business, including, but not limited to, anti-corruption, and employment laws. Customer acknowledges that the Services and Services Materials and other related technologies (collectively "**Controlled Technologies**") are subject to all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control and the EU (collectively "**Export Laws**"). Customer shall not import, re-import, export, or re-export, otherwise transfer or disclose any Controlled Technologies to any entity or person contrary to such Export Laws. Customer acknowledges that remote access to the Controlled Technologies may in certain circumstances be considered a re-export of such Controlled Technologies. Accordingly, Customer may not be granted access to such Controlled Technologies pursuant to such applicable Export Laws.

**15.2 ASSIGNMENT.** Neither party may assign the Agreement, without the prior written consent of the other party. Either party may assign the Agreement to: (a) an Affiliate; or (b) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets; provided always that the applicable assignee is able to satisfy the obligations of the assigning party under the Agreement.

**15.3 PUBLICITY.** Customer agrees that Elastic may: (a) use Customer's name, trademarks and logos in Elastic promotional materials, such as earning statements, press releases, websites, case studies, videos and presentations, solely for the purpose of identifying Customer as a user of the Services; and (b) include Customer as a reference in requests for quotations, requests for proposals and other similar documents.

**15.4 FEEDBACK.** Customer, Customer's Affiliates, and their respective agents, may volunteer feedback to Elastic, and/or its Affiliates, about the Services ("**Feedback**"). Elastic and its Affiliates shall be entitled to use such Feedback, for any purpose.

**15.5 FORCE MAJEURE.** Save for payment obligations, each party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, pandemics, epidemics, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**15.6 FUTURE FEATURES AND FUNCTIONS.** Customer understands and agrees that any features or functions of Services referenced on any Elastic website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for Services remains at Elastic's sole discretion. Accordingly, Customer agrees that it is purchasing Services based solely upon features and functions that are currently available as at the time of purchase by Customer, and not in expectation of any upgrade, or any future feature or function.

**15.7 GOVERNING LAW.** Subject to Attachment 1 (Country Specific Terms), the Agreement shall be exclusively governed by and construed in accordance with the laws set forth below based on the location of Customer's place of business set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer; without regard to any conflict of laws principles. Any legal proceeding related to the Agreement must be brought exclusively in the governing courts set forth below. The 1980 UN Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act (UCITA) do not apply to the Agreement:

Customer Location	Governing Laws	Governing Courts
Australia & New Zealand	New South Wales	New South Wales
Canada	Province of Ontario & the Federal laws of Canada	Province of Ontario
Japan	Japan	Tokyo District Courts
United Kingdom	England	English Courts
France	France	Paris Courts
Germany	Germany	Munich Courts
Singapore	Singapore	Singapore Courts
USA	State of California	Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, in any California State Court located in Santa Clara County.
Rest of the World	Netherlands	Amsterdam, The Netherlands

**15.8 MALICIOUS FILES DISCLAIMER.** To facilitate Customer's evaluation of certain Elastic security products, Elastic makes available certain samples of malicious files or code or similar data ("**Malicious Files**") via <https://github.com/elastic/detection-rules/tree/main/rta>. Use of Malicious Files is voluntary and at Customer's sole risk. Elastic disclaims any warranty, responsibility or liability associated with Customer's use of such Malicious Files.

**15.9 NON-WAIVER.** Any failure to enforce any provision of the Agreement shall not constitute a waiver. A waiver of any breach or default shall not constitute a waiver of any other right for subsequent or other breach or default. Any waiver to be effective must be in writing signed by the waiving party.



**15.10 NOTICES.** Notices to Elastic shall be sent via email to [legal@elastic.co](mailto:legal@elastic.co). Such notices shall be effective when sent and successfully delivered. Elastic may provide any notice to Customer under the Agreement (including communications regarding the Services) electronically, including via email (to the email address associated with Customer's account), through an Elastic web based portal, or through a web site that Elastic identifies. Such notices shall be deemed delivered when sent or posted.

**15.11 SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES.** If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement shall remain in full force and effect. No person other than a party to the Agreement shall be entitled to enforce any term of it except as expressly provided in the Agreement. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties.

**15.12 ENTIRE AGREEMENT.** The Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communications between the parties, whether oral or written, regarding such subject matter. Customer acknowledges that, in entering the Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned by Elastic. In the event of any inconsistency or conflict between the terms of an Order Form, Attachment 1 (Country-Specific Provisions), any document incorporated by reference or this Services Agreement, such inconsistency or conflict shall be resolved in that order.

**Attachment 1**  
**Country Specific Term**

This **Attachment 1** (Country Specific Terms) sets out certain local law changes to the Services Agreement to the extent applicable to the Services based on the "Governing Law" as set forth in Section 15.7 of the Services Agreement.

**LAWS OF ENGLAND**

(a) Section 13 of the Services Agreement is amended by including the following new Section 13.4:

**"13.4 NOTHING IN THIS AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION OR FOR ANY LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW."**

(b) Section 15.11 of the Services Agreement is replaced with the following new Section 15.11:

**"15.11 SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES.** If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement shall remain in full force and effect. No person other than a party to the Agreement shall be entitled to enforce any term of it except as expressly provided in the Agreement. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be and hereby are excluded. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties."

**LAWS OF FRANCE**

(a) A new Section 2.4 is added to the Services Agreement as follows:

**"2.4 Customer has had the opportunity to assess whether Elastic's off-the-shelf Services meet its business needs including, by review, of the Documentation, Support Services Policy and other services descriptions that have been made available by Elastic. Elastic acknowledges that, in pre-contract discussions, if any, it was obliged to inform the Customer about the capabilities of its off-the-shelf Services relative to the Customer's expressed needs. Subject to Customer communicating to Elastic accurate and up to date information about its needs, Elastic shall: (a) inform, advise and warn the Customer in relation to Customer's use of the Services relative to those needs; and (b) suggest Elastic solutions that may be better suited to those needs where it is reasonably appropriate to do so, (for example, volumes, IT architecture configurations and time constraints)."**

(b) Section 13 of the Services Agreement is replaced with the following new Section 13:

**"13.1 EXCLUDED LIABILITY.** PURSUANT TO SECTIONS 1188 AND 1231-3 OF THE FRENCH CIVIL CODE, THE PARTIES AGREE THAT, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE ("**FAUTE LOURDE**") OR WILFUL MISCONDUCT ("**DOL**"), IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE RE-PERFORM THIS AGREEMENT.

**13.2 DAMAGES CAP.** EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S GROSS NEGLIGENCE ("**FAUTE LOURDE**") OR WILFUL MISCONDUCT ("**DOL**"); (B) ELASTIC'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; (C) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS OR ACCEPTABLE USE OBLIGATIONS SET FORTH IN THE AGREEMENT; AND (D) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR ANY ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

**13.3 DOUBLE DAMAGES.** Customer shall not be entitled to recover any sum in respect of any claim or damages under the Agreement to the extent doing so would involve recovery more than once in respect of the same loss."

**LAWS OF GERMANY**

(a) The definition of "Consulting Services" in the Services Agreement is amended to read as follows:

**"Consulting Services"** means Elastic's configuration and implementation services for an Elastic product and/or service that are generally made available by Elastic to its customers, according to §§ 611 ff.. German Civil Code (BGB)."

(b) Section 11.1 and 11.3 of the Services Agreement is replaced with the following new Sections 11.1 and 11.3:

**"11.1 SERVICES WARRANTY.** Elastic warrants that it shall perform the Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty and to the extent not prohibited by applicable law, Elastic's sole obligation and Customer's exclusive remedy, shall be for Elastic to re-perform the applicable Support Services at no additional cost to Customer."

**11.3 WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, ELASTIC MAKES NO ADDITIONAL WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. ELASTIC IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

(c) Section 13 of the Services Agreement is replaced with the following new Section 13:

**"Elastic is liable for damages regardless of the legal cause (e.g. damages resulting from a breach of contract or quasi contract neglect of duty, tort) as follows:**

13.1 Elastic's liability shall not be limited for: (a) damages caused by wilful intent; (b) death, personal injury or damage to health; (c) any damages in accordance with the German Product Liability Act in the event of product liability; (d) in case of gross negligence of Elastic's legal representatives and executives; or (e) in any other cases where it cannot be limited under applicable German law.

13.2 In case of gross negligence of vicarious agents ("**Erfüllungsgehilfen**"), Elastic shall be liable for damages caused by the breach of its cardinal duty ("**Kardinalpflichten**") according to the statutory provisions. Cardinal duties are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the parties may rely. In case no cardinal duty is breached, Elastic's liability is limited to the occurring damages typical and foreseeable at the time of the conclusion of the Agreement.

13.3 Elastic's total liability for slight negligence under the applicable Order Form resulting in a breach of a cardinal duty shall be limited to the occurring damages typical and foreseeable at the time of the conclusion of the Agreement and in no event shall exceed the amount paid or payable by Customer to Elastic under the Agreement for the affected Services delivered and/or made available to Customer under such Order Form for the 12 month period immediately prior to the first event giving rise to liability. Save as set forth in this Section, Elastic's liability is excluded.

13.4 Insofar as Elastic's liability is limited or excluded, this also applies to the liability of the employees or agents of Elastic. For the avoidance of doubt, this Section 13 also applies to Elastic's liability pursuant to the Elastic DPA.

13.5 Without prejudice to Section 12 above and to the extent not prohibited by law, in all other cases, Elastic's liability is excluded, in particular, the no-fault liability ("**verschuldensunabhängige Haftung**") in the German Civil Code (BGB) according to § 536a para. 1 of the German Civil Code for defects that exist at the time of conclusion of the Agreement or of the applicable Order Form and § 536 German Civil Code. For the avoidance of doubt, this Section 13 does not imply a change in the burden of proof to the detriment of the Customer.

13.6 Elastic may invoke contributory negligence ("**Mitverschulden**") on Customer's part. Customer is especially obliged to perform routine backups and employ virus protection according to the current state of the art. Routine backups must occur at adequate intervals, but at least once a day, so that data can be restored with reasonable effort. In the case of a loss of data culpably caused by Elastic, Elastic's liability is limited to the expenses that are incurred if routine backups are properly made and virus protection properly employed.

13.7 Customer shall not be entitled to recover any sum in respect of any claim or damages under the Agreement to the extent doing so would involve recovery more than once in respect of the same loss."

#### LAWS OF THE NETHERLANDS

(a) Section 13 of the Services Agreement is replaced with the following new Section 13:

"**13.1 EXCLUDED DAMAGES.** IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITH THE EXCEPTION OF DAMAGES CAUSED BY GROSS NEGLIGENCE (BEWUSTE ROEKELOOSHEID) OR WILFUL MISCONDUCT (OPZET) OF CUSTOMER OR ELASTIC.

**13.2 DAMAGES CAP.** EXCEPT WITH RESPECT TO: (A) ELASTIC'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; (B) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS OR ACCEPTABLE USE OBLIGATIONS SET FORTH IN THE AGREEMENT; AND (C) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR ANY ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

**13.3 DOUBLE DAMAGES.** CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS."

#### LAWS OF NEW SOUTH WALES

(a) Section 11.3 of the Services Agreement is amended by adding the following at the beginning of Section 11.3:

"NOTHING IN THE AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S NON-EXCLUDABLE RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)."

(b) Section 11 of the Services Agreement is amended by including the following new Section 11.5:

"**11.5** Despite anything in the Agreement, Elastic's goods come with guarantees that cannot be excluded under the Australian Consumer Law (as set out in the Competition and Consumer Act 2010 (Cth) ("ACCA")) if Customer is deemed a 'Consumer' under ACCA. Then Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Furthermore, Customer shall also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

(c) Section 13 of the Services Agreement is amended by including the following new Sections 13.4 and 13.5:

"**13.4 OTHER EXCLUSIONS.** NOTHING IN THE AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION OR FOR ANY LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW.

**13.5 AUSTRALIAN CONSUMER LAW.** IF THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY OTHER LEGISLATION STATES THAT THERE IS A GUARANTEE IN RELATION TO ANY GOOD OR SERVICE SUPPLIED BY ELASTIC IN CONNECTION WITH THE AGREEMENT, AND ELASTIC'S LIABILITY FOR FAILING TO COMPLY WITH THAT GUARANTEE CANNOT BE EXCLUDED BUT MAY BE LIMITED, SECTIONS 13.1 AND 13.2 DO NOT APPLY TO THAT LIABILITY. INSTEAD, ELASTIC'S LIABILITY FOR THAT FAILURE IS LIMITED TO (AT THE ELECTION OF





*ELASTIC), IN THE CASE OF A SUPPLY OF GOODS, ELASTIC REPLACING THE GOODS OR SUPPLYING EQUIVALENT GOODS OR REPAIRING THE GOODS, OR IN THE CASE OF A SUPPLY OF SERVICES, ELASTIC SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN."*