



## ELASTIC CLOUD MONTHLY TERMS OF SERVICE

**NOT FOR EDITING OR NEGOTIATION.**

**Effective Date: September 12, 2025**

THESE ELASTIC CLOUD MONTHLY TERMS OF SERVICE ("**TERMS**") ARE PART OF A LEGAL CONTRACT BETWEEN THE ELASTIC ENTITY SET FORTH IN SECTION 12 BELOW ("**ELASTIC**") AND PERSONS OR ENTITIES ("**YOU**" or "**YOUR**") SEEKING TO ACCESS AND USE AN ELASTIC CLOUD SERVICE ("**CLOUD SERVICE**") WITH WHICH THESE TERMS ARE PRESENTED.

THE TERMS, TOGETHER WITH ANY ADDITIONAL TERMS AND CONDITIONS AND/OR POLICIES REFERENCED AND INCORPORATED INTO THESE TERMS, OR WHICH INCORPORATE THESE TERMS, FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND ELASTIC (COLLECTIVELY THE "**AGREEMENT**").

THE AGREEMENT GOVERNS YOUR ACCESS AND USE OF A CLOUD SERVICE. IF YOU ACCESS AND USE A CLOUD SERVICE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT TO ELASTIC THAT YOU HAVE THE ACTUAL AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT. BY ACCESSING AND USING A CLOUD SERVICE, YOU IRREVOCABLY AGREE TO THE TERMS OF THE AGREEMENT. **IF YOU DO NOT AGREE WITH THE TERMS OF THE AGREEMENT, YOU SHOULD NOT ACCESS AND USE A CLOUD SERVICE.**

YOU ACKNOWLEDGE AND AGREE THAT ELASTIC MAY UPDATE THE TERMS OF THE AGREEMENT BY POSTING MODIFIED TERMS, ALONG WITH AN EFFECTIVE DATE FOR SUCH MODIFIED TERMS, PROVIDED THAT SUCH UPDATES WILL ONLY APPLY UPON THE START DATE OF YOUR NEXT BILLING CYCLE.

FOR CLARITY, ANY AGREEMENT BETWEEN ELASTIC OR ONE OF ITS AFFILIATES AND YOU OR AN ENTITY ON WHOSE BEHALF YOU ARE ACTING, WHOSE TERMS ADDRESS THE SUBJECT MATTER COVERED BY THE AGREEMENT SHALL GOVERN THE PARTIES' OBLIGATIONS IN LIEU OF THESE TERMS.

### 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.

"**Billing FAQs**" means Elastic's "Billing FAQ" document located at <https://www.elastic.co/docs/deploy-manage/cloud-organization/billing/billing-faq#faq-payment>, providing additional billing information with respect to a Cloud Service.

"**Content**" means any information and/or data ingested into a Cloud Service by You at Your discretion.

"**Documentation**" means Cloud Service documentation located at [www.elastic.co/guide/index.html](http://www.elastic.co/guide/index.html).

"**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 a Cloud Service.

"**Subscription**" means Your right to access and use a Cloud Service during the Term and, if applicable to the Subscription Level purchased by You, to receive associated Support Services.

"**Subscription Level**" means the level of a Subscription You purchase. The Subscription Level determines the features and functions You are entitled to use, and the specific Support Services that You are entitled to receive, if any, with respect to a Cloud Service.

"**Support Services**" means Elastic's maintenance and support services, if any, that are included with the applicable Subscription Level, as more fully described in the applicable Support Services Policy.

"**Support Services Policy**" means Elastic's support services policy for a Cloud Service, as further described in these Terms.

"**Term**" means the term of the Agreement as further described in these Terms.

### 2. ACCOUNT / CLOUD SERVICE / SUBSCRIPTION LEVEL / SLA / SOFTWARE AGENT / AFFILIATES.

**2.1 ACCOUNT.** In order to use a Cloud Service, You shall first register for an Organizational ID via the Cloud Service user interface (each, an "**Account**"). Each Subscription requires its own unique Account. You shall not register multiple Accounts relating to a single Subscription. You are responsible for all activities that occur under Your Account, including maintaining the security of the login credentials and the correct configuration of access control lists for Your Account. You shall promptly notify Elastic of any known or suspected unauthorized use and/or access of Your Account, or any other breaches of security of which you become



aware. Elastic shall have no liability for any acts or omissions on Your part, including any damages of any kind incurred as a result of such acts or omissions. Your Account will be Your main point of contact for a Cloud Service. Any communications (including notices, which shall be deemed delivered when sent) regarding a Cloud Service shall be sent to the Cloud Service user interface or to the email address registered with Your Account.

**2.2 CLOUD SERVICE.** Subject to the terms and conditions of the Agreement, including payment of all applicable fees, You are granted the right to use a Cloud Service at the applicable Subscription Level purchased by You on a month-to-month basis.

**2.3 SUBSCRIPTION LEVEL.** The Subscription Level You purchase determines the features and functions You are entitled to use, and the specific Support Services that You are entitled to receive, if any, with respect to the Cloud Service. A description of the Subscription Levels and of the features and functions applicable to each Subscription Level is located at [https://www.elastic.co/cloud/as-a-service/cloud\\_services/subscriptions](https://www.elastic.co/cloud/as-a-service/cloud_services/subscriptions). Elastic may from time to time modify the features and functions that are eligible for Your use with respect to the Subscription Level purchased by You.

**2.4 SERVICE LEVEL AGREEMENT.** For an eligible Subscription at a Platinum or Enterprise Subscription Level, and subject to the terms of the applicable Service Level Agreement located at [https://www.elastic.co/agreements/reseller/customer\\_terms/](https://www.elastic.co/agreements/reseller/customer_terms/) ("SLA"), Elastic shall use commercially reasonable efforts to meet or exceed the service level requirements set forth in the SLA. Elastic reserves the right to modify the SLA during the Term, provided that any such modifications shall not adversely reduce service levels set forth in the SLA during the applicable Term.

**2.5 SOFTWARE AGENT.** To facilitate the ingestion of Content into a Cloud Service, You may install on an endpoint the object code version of an Elastic-produced software agent ("**Software Agent**"). The Software Agent shall be deemed part of the applicable Cloud Service. Certain Software Agent components are governed by an open source-type license ("**Component License**") that obliges Elastic to provide the component only under the Component License. All such components, Component Licenses and source code that must be provided, are currently made available with the Software Agent/Documentation and/or at <https://www.elastic.co/third-party-dependencies>. Component Licenses do not impose any additional restrictions or obligations on the use of the Software Agent under the Agreement. Any restrictions in the Agreement conflicting with a Component License do not apply to the affected component.

**2.6 AFFILIATES/CONTRACTORS.** During the Term, Your Affiliates and/or third party contractors performing services on Your behalf ("**Contractors**") may access and use Your Subscription, and employees of such Affiliates and/or Your Contractors may be named as designated contacts for the purposes of Support Services (if any), subject to the following: (a) Your Affiliates and/or Your Contractors may access and use Your Subscription solely at the applicable Subscription Level purchased by You, provided that any such access and use by Your Contractors shall be solely for the benefit of You and/or Your Affiliates; and (b) You shall procure that Your Affiliates and Your Contractors comply with the terms of the Agreement. You shall be responsible for any failure by Your Affiliates and/or Your Contractors to comply with the terms of the Agreement.

### 3. SUPPORT SERVICES.

**3.1 SUPPORT SERVICES.** During the Term, Elastic shall provide You with Support Services, if any, based on the applicable Subscription Level, in accordance with the Support Services Policy located at [https://www.elastic.co/legal/support\\_policy/cloud\\_services](https://www.elastic.co/legal/support_policy/cloud_services). Elastic may from time to time update the applicable Support Services Policy, provided that any such updates shall not materially or adversely reduce the level of Support Services during the Term. Support Services shall only be delivered remotely, electronically, through the Internet, and when applicable, depending on the particular Subscription Level purchased, via telephone.

**3.2 RESTRICTIONS ON USE OF SUPPORT SERVICES.** Support Services are provided to You solely for Your internal use, and are subject to the quantitative limitations set forth in the Agreement and/or the Support Services Policy. You agree not to use Support Services: (a) to supply any consulting, support and/or training services to any third party; (b) for one Subscription to obtain support for another Subscription with a lower Subscription Level; or (c) to obtain Support Services for any use of an Elastic product/service that is offered as a service by any third party.

### 4. PAYMENT / TAXES.

**PLEASE READ THIS INFORMATION CAREFULLY TO UNDERSTAND THE ASSOCIATED FEES AND CHARGES, INCLUDING ANY FEES THAT WILL BE CHARGED ON A RECURRING BASIS WITH RESPECT TO YOUR ACCESS AND USE OF A CLOUD SERVICE.**

**4.1 PAYMENT.** You are required to pay a fee for the right to access and use a Cloud Service in accordance with the requirements set forth in the Billing FAQ. Your fees will be based on the resource metric ("**Resources**") by which the applicable Cloud Service is billed as identified on the applicable Cloud Service description, registration, or pricing page(s) that are presented or made available to You prior to purchase, or otherwise at the then-current list price for such Resources. You agree to pay for the Resources You use on a monthly basis in arrears. Any and all payments You make pursuant to the Agreement are non refundable. All commitments to make any payments are non-cancellable. Payments shall be made without right of set-off or chargeback. You are responsible for keeping Your payment details up to date. You will be charged for all active deployments/projects, even if you have no activity on Your Account and/or You have not logged into your Cloud Service console. Elastic reserves the right to require up-front payment for some features or functions of a Cloud Service. **In order to stop incurring fees related to Your Subscription, You must visit the Cloud Service user interface and delete all associated deployments/projects. Deleting**

**Your associated deployments/projects does not delete Your Account.** If You purchased Your Subscription through a cloud service provider marketplace, You must cancel through such provider. In all instances, You will be charged for Your access and use as described in the Billing FAQs.

**4.2 TAXES.** All fees 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 Subscription You purchase under the Agreement (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of Elastic or any of its affiliates. Unless You qualify for a jurisdictional value added/sales/use/excise or similar tax exemption and provide Elastic with all necessary documentation Elastic may require (e.g. a valid exemption certificate or Direct Pay Permit), and provided that Elastic separately states any such taxes in the applicable invoice, You will pay and be solely responsible for all Taxes. If You are required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of a Cloud Service or the Support Services under the Agreement, then: (a) if Your transaction is directly with Elastic, You shall increase the sum paid to Elastic by an amount necessary for the total payment to Elastic equal to the amount originally invoiced or billed; and (b) if Your transaction is conducted through a cloud service provider marketplace, You agree to remit a receipt of taxes withheld to Elastic within 90 days of the remittance.

**4.3 LATE PAYMENTS.** Late payments will bear interest at the rate of 1% per month (or the highest rate permitted by law, if less). You are responsible for paying all reasonable expenses and attorneys' fees that Elastic incurs in connection with collecting unpaid amounts that are past due. Elastic reserves the right to terminate Your right to access and use a Cloud Service for failure to timely pay amounts due. In order to dispute any amount billed to You for Your access and use of a Cloud Service, You must do so within 10 days of being billed for such amounts, or You will be deemed to have waived your right to dispute such amounts.

**4.4 CREDIT CARD PAYMENT.** If You are paying by credit card, You will provide Elastic with valid credit card information. You authorize Elastic (and any credit card processors acting on its behalf) to charge all amounts owed to the credit card provided to Elastic and share any credit card and related billing and payment information with companies who work on Elastic's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Elastic and servicing your Account. Elastic shall not be liable for any use or disclosure of such information by such third parties.

**4.5 FEE CHANGES.** Elastic may change its fees and payment policies at any time, provided that such changes will apply upon the start of the next billing cycle. Changes to the fees or payment policies shall be communicated via the Cloud Service user interface or to the email address registered with Your Account.

## 5. CONFIDENTIAL INFORMATION.

**5.1 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.

**5.2 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. Providers that host a Cloud Service in an applicable transaction may also receive, subject to a confidentiality obligation, information related to the terms of the Agreement or Your usage of the applicable Cloud Service. 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.

**5.3 EQUITABLE RELIEF.** A breach or threatened breach of this Section 5 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.

## 6. CONTENT.

You may ingest and retrieve Content to and from a Cloud Service. You are solely responsible for: (a) the content, accuracy and completeness of Content, the means by which You acquired such Content, and any loss, liabilities or damages resulting from the Content, regardless of the nature of the Content; (b) obtaining all necessary rights to use Content in connection with a Cloud Service; (c) backing up or otherwise making duplicates of Content; (d) ensuring that use by You or Your end users of a Cloud Service comply with any requirements under applicable law or regulation governing access to or use of the Content; and (e) deleting or retrieving Content from a Cloud Service upon expiration or the earlier termination of the Agreement. By submitting Content to Elastic, You grant Elastic a non-exclusive, royalty free, worldwide license to use such Content and perform all acts with

respect to such Content solely for the purpose of enabling Elastic to provide You with a Cloud Service and Support Services. Within 45 days of You deleting all associated deployments/projects (as described in Section 4 above), Elastic shall, using commercially reasonable efforts, delete all Content from the applicable Cloud Service, other than copies of Content: (i) required to be retained by applicable law; or (ii) stored in Elastic's backups and disaster recovery systems, which in each case shall be deleted in the ordinary course in accordance with Elastic's data retention policies.

## 7. PERSONAL DATA PROCESSING / INFORMATION SECURITY.

**7.1 PERSONAL DATA PROCESSING.** To the extent Elastic processes any Customer Personal Data (as defined in the Elastic DPA) in the course of providing a Cloud Service and/or Support Services, such processing shall be governed by the Elastic DPA.

**7.2 INFORMATION SECURITY.** Elastic shall implement reasonable and appropriate security measures to protect Content 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 Content by the Elastic Security Standards.

## 8. OWNERSHIP / RESTRICTIONS.

**8.1 OWNERSHIP.** Elastic and/or its licensors own all intellectual property rights, titles and interests in and to any Cloud Service and/or Support Services (including any derivative works of such Cloud Service and/or Support Services). Except as expressly set forth in the Agreement, no other license and/or right to use any Cloud Service and/or Support Services is granted to You either by implication, estoppel or otherwise. You agree that You shall not make any claim in the rights or ownership of any Cloud Service and/or Support Services.

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

**8.3 RESTRICTIONS.** You shall not (and shall not permit any other party to): (a) reverse engineer, decompile, decrypt, or disassemble a Cloud Service or apply any other process or procedure to derive the source code of a Cloud Service (except to the extent permitted by applicable law for interoperability purposes); (b) prepare derivative works from, alter, modify, download, duplicate, reproduce, copy or use a Cloud Service, in any manner except as expressly permitted in the Agreement; (c) sell, resell, license, sublicense, distribute, rent, lease or otherwise transfer or provide access to a Cloud Service to any third party; (d) circumvent the limitations on use of a Cloud Service that are imposed or preserved by Elastic; (e) alter or remove any marks (including Elastic Trademarks) and notices in a Cloud Service; (f) use a Cloud Service for providing any time-sharing services, software-as-a-service or "SaaS" offering, service bureau services or as part of an application services provider or other service offering; (g) attempt to gain unauthorized access, interfere with and/or disrupt the integrity, security or performance of a Cloud Service or any associated systems or networks; or (h) access or use, or permit any third party to access or use, a Cloud Service for any benchmarking, competitive or comparative purposes and/or for purposes of designing and/or developing any competitive products and/or services.

**8.4 ACCEPTABLE USE.** You shall not (and shall not permit any other party to) use and/or access a Cloud Service and/or Support Services: (a) in violation of any applicable laws; (b) in a manner that poses a risk to the availability, functionality and/or security of a Cloud Service and/or Support Services; (c) to store, execute and/or distribute any form of malware (including viruses, trojan horses, worms, time bombs, spyware, and adware); (d) to store and/or distribute infringing or otherwise illegal, unlawful, obscene and/or immoral information, and/or any information which violates the privacy, human rights and/or intellectual property rights of any third party; or (e) to store and process: (i) any protected health information (as defined by the Health Insurance Portability and Accountability Act 1996); or (ii) any classified information that is given a national security classification such as "Secret," "Top Secret," or similar, by a government body and/or any data that is subject to export controls under the International Traffic in Arms maintained by the US Government.

**8.5 INDEMNITY.** You shall, at Your expense defend or settle any claim brought by an unaffiliated third party against Elastic arising out of or related to Your use of a Cloud Service in violation of this Section 8 ("**Third Party Claim**") and shall indemnify Elastic against and pay: (a) any settlement of such Third Party Claim consented to by Elastic (not to be unreasonably withheld); or (b) any damages finally awarded to such third party by a court of competent jurisdiction as a result of such Third Party Claim.

## 9. WARRANTY.

**9.1 WARRANTY.** Elastic warrants that: (a) during the Term, it will perform applicable Support Services in a professional, workmanlike manner, consistent with generally accepted industry practice, and in substantial accordance with the Support Services Policy; and (b) the applicable Cloud Service will perform or in all material respects in accordance with the applicable Documentation. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Your exclusive remedy, shall be for Elastic to re-perform the applicable Support Services or correct any non-conformity in the Cloud Service, as applicable. The warranties set forth in this Section 9.1 only apply when notice of a warranty claim is provided to Elastic during the Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Elastic.



**9.2 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 A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THE AGREEMENT. ELASTIC IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF A CLOUD SERVICE AND/OR SUPPORT SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

**9.3 HIGH-RISK ACTIVITIES PROHIBITION.** CLOUD SERVICES, SUPPORT 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 A CLOUD SERVICES, SUPPORT SERVICES AND/OR MATERIALS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). **ACCORDINGLY, YOUR USE OF A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT IN HIGH RISK ACTIVITIES SHALL BE AT YOUR SOLE RISK AND ELASTIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY YOU.**

## 10. LIMITATION OF LIABILITY.

**10.1 EXCLUDED DAMAGES.** IN NO EVENT SHALL ELASTIC, OR ITS 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.

**10.2 DAMAGES CAP.** IN NO EVENT SHALL ELASTIC'S TOTAL, CUMULATIVE LIABILITY UNDER THE AGREEMENT EXCEED: (A) THE AMOUNT PAID OR PAYABLE BY YOU TO ELASTIC UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (2) US\$20,000; WHICHEVER IS LOWER.

## 11. TERM AND TERMINATION / SUSPENSION.

**11.1 TERM.** The Term of the Agreement shall commence when You begin use of the applicable Cloud Service and until terminated in accordance with this Section 11. You may terminate the Agreement at any time by cancelling Your Account. To cancel Your Account, You must open a Support ticket in accordance with the instructions set forth in the Billing FAQs. Termination of the Agreement shall not release You from any obligations undertaken by You under the Agreement, or from any obligations to pay Elastic for any outstanding fees. You shall not receive any refunds by cancelling Your Account. **Importantly, in order to stop fees and charges, You must delete all associated deployments/projects as set forth in Section 4.1 above.** Elastic may terminate Your access and use to all or any part of a Cloud Service at any time, with or without cause, with or without notice, effective immediately. You agree that Elastic shall not be liable to You or any third party for any such termination.

**11.2 SUSPENSION.** In the event that: (a) Elastic has not been paid all applicable fees for a Subscription; or (b) Elastic reasonably believes that You have violated or attempted to violate any of the use restrictions or acceptable use obligations set forth in the Agreement or that Your use of a Cloud Service and/or Support Services presents a material security risk; Elastic may suspend Your access to a Cloud Service and/or Support Services until the issue has been corrected. Furthermore, if Your use of a Cloud Service materially degrades the performance of such Cloud Service for other customers, rate limiting controls may be implemented by Elastic, resulting in the temporary reduction or a pause in the responsiveness of a Cloud Service.

**11.3 SURVIVAL.** Upon termination of the Agreement, You shall have no further right to access or use the applicable Cloud Service. Any outstanding fees shall become immediately due and payable upon termination of the Agreement for any reason and will be billed to You using the payment method You have provided. 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 Your payment obligations.

## 12. GENERAL.

**12.1 COMPLIANCE WITH LAWS/EXPORT CONTROL.** You shall comply with all applicable laws, including, but not limited to, anti-corruption, and employment laws. You acknowledge that a Cloud Service, Support Services 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"). You 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. You acknowledge that remote access to the Controlled Technologies may in certain circumstances be considered a re-export of such Controlled Technologies. Accordingly, You may not be granted access to such Controlled Technologies pursuant to such applicable Export Laws.

**12.2 ASSIGNMENT.** You may not assign the Agreement, without Elastic's prior written consent. Nothing will restrict Elastic from subcontracting its obligations under the Agreement to any third parties.

**12.3 PUBLICITY.** You consent to Elastic's identification of You as a user of the Support Services and a Cloud Service, on its website, through a press release issued by Elastic and in other promotional materials.

**12.4 FEEDBACK.** You, Your Affiliates, and their respective agents, may volunteer feedback to Elastic, and/or its Affiliates, about a Cloud Service and/or Support Services ("**Feedback**"). Elastic and its Affiliates shall be entitled to use such Feedback, for any purpose.

**12.5 FORCE MAJEURE.** Save for payment obligations, each of us shall be excused from performance for any period during which, and to the extent that, either of us is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond our 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.

**12.6 FUTURE FEATURES AND FUNCTIONS.** You understand and agree that any features or functions of a Cloud Service and/or Support 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 a Cloud Service and/or Support Services remains at Elastic's sole discretion. Accordingly, You agree that it is purchasing a Cloud Service and/or Support Services based solely upon features and functions that are currently available as at the time of purchase by You, and not in expectation of any upgrade, or any future feature or function.

**12.7 MALICIOUS FILES DISCLAIMER.** To facilitate Your 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/cortado>. Use of Malicious Files is voluntary and at Your sole risk. Elastic disclaims any warranty, responsibility or liability associated with Your use of such Malicious Files.

**12.8 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.

**12.9 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 You under the Agreement (including communications regarding a Cloud Service and/or Support Services) electronically, including via email (to the email address associated with Your 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.

**12.10 PRODUCT USAGE DATA.** A Cloud Service may provide Elastic with certain statistical and other information about Your configuration and use of such Cloud Service ("**Product Usage Data**"). Elastic processes such Product Usage Data in accordance with the Product Privacy Statement located at <https://www.elastic.co/legal/product-privacy-statement>.

**12.11 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.

**12.12 TRIAL USE.** Elastic may offer trial use of a Cloud Service ("**Trial Use**"), which may be governed by the Agreement subject to the following: (a) Trial Use is for the sole purpose of enabling You to evaluate a prospective purchase of a Cloud Service and shall not be deployed in a production environment or otherwise as part of Your business processes; (b) the duration for any Trial Use shall be for the period of time as determined by Elastic in its sole discretion ("**Trial Use Period**"), and shall commence on the date that Elastic provides You with access to the Cloud Service that is the subject of the Trial Use; (d) the features and functions You are entitled to use and the quantity of Resources You are allowed to consume during the Trial Use Period are determined at Elastic's sole discretion and may be changed at any time. Certain features, technical support and other support in connection with Trial Use may not be available. You may be provided with support for the Trial Use at Elastic's discretion, subject to the terms available at <https://www.elastic.co/legal/support-terms-without-subscription>; and (e) all Trial Use is provided "AS IS" and no express or implied warranties shall apply. Elastic shall have no liability of any kind with respect to Trial Use unless otherwise required by applicable law, in which case Elastic's liability shall not exceed \$1,000.

**12.13 ELASTIC CONTRACTING PARTY/GOVERNING LAW.** The Agreement is between You and the Elastic entity identified in the below table based on Your place of incorporation or establishment. Subject to Attachment 1 (Country Specific Terms), the Agreement shall be exclusively governed by and construed in accordance with the laws applicable to the relevant Elastic entity, as indicated in the below table, 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.

If You are located in:	You are contracting with:	The Governing Law is:	The court(s) having exclusive jurisdiction are:
Australia / New Zealand	Elasticsearch Pty Ltd	New South Wales	New South Wales
Canada	Elasticsearch BV	Province of Ontario & the Federal laws of Canada	Province of Ontario
Japan	Elasticsearch KK	Japan	Tokyo District Courts
United Kingdom	Elasticsearch Limited	England & Wales	English Courts
France	Elastic International BV (EUR) or Elasticsearch BV (USD)	France	Paris Courts
Germany	Elastic International BV (EUR) or Elasticsearch BV (USD)	Germany	Munich Courts
Singapore	Elasticsearch BV	Singapore	Singapore Courts
United States of America	Elasticsearch, Inc.	State of California	Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, in any California State Court in Santa Clara County
United States of America - the Federal Government	Elasticsearch Federal Inc.	Applicable federal laws of the United States of America. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law.	Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, in any California State Court in Santa Clara County
The Netherlands	Elastic International BV (EUR) or Elasticsearch BV (USD)	Netherlands	Amsterdam, The Netherlands
Another country not listed here	Elastic International BV (EUR) or Elasticsearch BV (USD)	Netherlands	Amsterdam, The Netherlands

**12.14 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. You acknowledge that, in entering the Agreement, You have 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 Attachment 1 (Country-Specific Provisions), these Terms and any document incorporated by reference, 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 Agreement to the extent applicable to a Cloud Service based on the "Governing Law" as set forth in Section 12.13 of the Terms.

#### LAWS OF ENGLAND

(a) Section 10 of the Terms is amended by including the following new Section 10.3:

**"10.3 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."**

(b) Section 12.11 of the Terms is replaced with the following new Section 12.11:

**"12.11 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 2.7 is added to the Terms as follows:

**"2.7 You have had the opportunity to assess whether Elastic's off-the-shelf Cloud Service and/or Support Services meet Your 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 You about the capabilities of its off-the-shelf Cloud Service and/or Support Services relative to the Your expressed needs. Subject to You communicating to Elastic accurate and up to date information about Your needs, Elastic shall: (a) inform, advise and warn You in relation to Your use of a Cloud Service 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 10 of the Terms is replaced with the following new Section 10:

**"10.1 EXCLUDED LIABILITY. PURSUANT TO SECTIONS 1188 AND 1231-3 OF THE FRENCH CIVIL CODE, THE PARTIES AGREE THAT, EXCEPT FOR ELASTIC'S GROSS NEGLIGENCE ("FAUTE LOURDE") OR WILFUL MISCONDUCT ("DOL"), IN NO EVENT SHALL ELASTIC, OR ITS 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 THE AGREEMENT.**

**10.2 DAMAGES CAP. EXCEPT WITH RESPECT TO ELASTIC'S GROSS NEGLIGENCE ("FAUTE LOURDE") OR WILFUL MISCONDUCT ("DOL"), IN NO EVENT SHALL ELASTIC'S TOTAL, CUMULATIVE LIABILITY UNDER THE AGREEMENT EXCEED: (A) THE AMOUNT PAID OR PAYABLE BY YOU TO ELASTIC UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (2) US\$20,000; WHICHEVER IS LOWER."**

#### LAWS OF GERMANY

(a) Section 9.1 and 9.2 of the Terms is replaced with the following new Sections 9.1 and 9.2:

**"9.1 WARRANTY.** Elastic warrants that:

**(a) it shall perform the Support 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 Your exclusive remedy, shall be for Elastic to re-perform the applicable Support Services at no additional cost to You; and**

**(b) during the applicable Term, a Cloud Service, in the form provided by Elastic under the Subscription, shall perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty and to the extent not prohibited by applicable law, Elastic's sole obligation, and Your exclusive remedy shall be for Elastic to: (a) correct any failure(s) of a Cloud Service to perform in all material respects in accordance with the Documentation; or (b) if Elastic is unable to provide such a correction within 30 days of receipt of notice of the applicable non-conformity, You may elect to terminate the applicable Subscription, and Elastic shall promptly refund to You any pre-paid, unused fees paid by You to Elastic for such Subscription. The warranty set forth in this Section**



9.1(b) does not apply if a Cloud Service: (i) has not been used, installed, operated, repaired, or maintained in accordance with the Agreement and/or the Documentation; or (ii) is used on equipment, products, or systems not meeting specifications identified by Elastic in the Documentation.

**9.2 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 A CLOUD SERVICE, SUPPORT 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 A CLOUD SERVICE AND/OR SUPPORT SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE."

(b) Section 10 of the Terms is replaced with the following new Section 10:

*"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:*

*10.1 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.*

*10.2 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.*

*10.3 Elastic's total liability for slight negligence under the Agreement 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 You to Elastic under the Agreement for the affected Cloud Service and/or Support Services delivered and/or made available to You under the Agreement for the 12 month period immediately prior to the first event giving rise to liability.*

*10.4 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 10 also applies to Elastic's liability pursuant to the Elastic DPA. Save as set forth in this Section, Elastic's liability is excluded.*

*10.5 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 and § 536 German Civil Code. For the avoidance of doubt, this Section 10 does not imply a change in the burden of proof to Your detriment.*

*10.6 Elastic may invoke contributory negligence ("Mitverschulden") on Your part. You are 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."*

#### LAWS OF THE NETHERLANDS

(a) Section 10.1 of the Terms is replaced with the following new Section 10.1:

**"10.1 EXCLUDED DAMAGES.** IN NO EVENT SHALL ELASTIC'S, OR IT'S 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 ELASTIC."

#### LAWS OF NEW SOUTH WALES

(a) Section 9.2 of the Terms is amended by adding the following at the beginning of Section 9.2:

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

(b) Section 9 of the Terms is amended by including the following new Section 9.4:

*"9.4 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 You are deemed a 'Consumer' under ACCA. Then You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Furthermore, You 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 10 of the Terms is amended by including the following new Sections 10.3 and 10.4:

**10.3 OTHER EXCLUSIONS.** *NOTHING IN THE AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF ELASTIC 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.*

**10.4 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 10.1 AND 10.2 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."*