



ELASTIC SERVICE DESCRIPTIONS

NOT FOR EDITING OR NEGOTIATION.

Effective Date: August 10, 2026

These Service Descriptions describe the operational details of Elastic's products and services, as updated by Elastic from time to time, subject to the terms of the Applicable Agreement. Capitalized terms used in these Service Descriptions that are not otherwise defined have the meanings given to them in the Applicable Agreement.

1. DEFINITIONS

The following definitions apply to all Elastic Offerings:

"Account" means the organizational account registered by You via the Cloud Service user interface to access and use the applicable Elastic Offering.

"Applicable Agreement" means the agreement governing Your use of the applicable Elastic Offering.

"Beta Offering" means any feature, service, or technology designated as "alpha," "beta," "preview," "pre-release," "early access," or "experimental." Beta Offerings may not include all features or technical support that may be available for generally available offerings.

"Billing FAQs" means Elastic's Billing FAQ located at <https://www.elastic.co/docs/deploy-manage/cloud-organization/billing/billing-faq>, which provides additional billing information for a Cloud Service.

"Cloud Service" means an Elastic software-as-a-service offering that is generally made available by Elastic to its customers, as further described in Article 2 (Cloud Service) of these Service Descriptions.

"Customer Data" has the meaning given in the Applicable Agreement. If the Applicable Agreement does not define "Customer Data," "Customer Data" means data that You or Your end users submit to, store in, or process through an Elastic Offering.

"Documentation" means Product documentation located at <https://www.elastic.co/docs>.

"Elastic DPA" means the Elastic Customer Data Processing Addendum, the current version of which is available at <https://www.elastic.co/legal/customer-agreements>.

"Elastic Offerings" means the Products, Subscription Support, Consulting Services, and Training Services.

"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 Elastic Offerings.

"Eligible Features and Functions" means the features and functions of a Product that are eligible for access and use by You based on the Subscription Level purchased by You.

"Malicious Code" means any code that is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of, or provide unauthorized access to, networks, computer programs, or data. Malicious Code does not include any software bugs or errors handled through Subscription Support, or any standard features or functions of the Software and/or any License Key that are intended to enforce the temporal and/or other limitations on the scope of the use of the Software to the scope of the Self-Managed License granted.

"Marketplace" means a cloud service provider marketplace through which Elastic Products and Services may be purchased.

"Order Form" means the ordering document or ordering process accepted under the Applicable Agreement — including a mutually executed ordering document, a Qualifying PO or other purchase order accepted under the Applicable Agreement, an order placed through a Reseller or Marketplace process, or the online registration or purchase process — that references the Applicable Agreement and specifies the Elastic Offerings, Subscription Level, Subscription Term, and applicable fees.

"Product" means Software or a Cloud Service (as applicable).

"Product Privacy Statement" means Elastic's Product Privacy Statement located at <https://www.elastic.co/legal/product-privacy-statement>.

"Product Usage Data" means certain statistical and other information about Your configuration and use of a Product. Product Usage Data does not include Customer Data.

"Reseller" means a third party authorized by Elastic to promote and resell Elastic Offerings.

"Software" means Elastic's software that is licensed for use on Your premises or in Your public cloud account under a Subscription, including all updates and new releases that are generally made available by Elastic to its customers during the applicable Subscription Term.



“Subscription Level” means the level of a Subscription purchased by You, as set out in the relevant Order Form. The Subscription Level determines the Eligible Features and Functions that You are entitled to access and use during the Subscription Term, and the Subscription Support that You are entitled to receive, if any, with respect to the Product included in the Subscription.

“Subscription Support Policy” means Elastic’s support services policy (currently published under the title “Elastic Support Services Policy”) located at https://www.elastic.co/support_policy, as updated by Elastic from time to time.

“Subscription Term” means the entire duration of a Subscription, commencing on the first start date and ending on the last end date as set forth on the applicable Order Form.

“Switching Procedures” means Elastic’s Switching procedures described at <https://www.elastic.co/agreements/switching>.

“U.S. Person” means an individual who is a national of the United States or who is lawfully admitted for permanent residence in the United States, as those terms are defined in 8 U.S.C. § 1101(a)(20) and (22).

“You/Your” means the entity whose use of the applicable Elastic Offering is governed by an Applicable Agreement that references these Service Descriptions, whether the entity contracts directly with Elastic or purchases through a Reseller.

2. CLOUD SERVICE

2.1 DEFINITIONS. The following definitions apply to Elastic’s Cloud Service:

“Consumption Period” means an applicable period of no more than 12 months within a Subscription Term for a Consumption Subscription, as set forth in the applicable Order Form, during which Your Credit Allotment may be used.

“Consumption Subscription” means a Cloud Service Subscription where You have committed to purchase the specified quantity of consumption credits (“Credit Allotment”) for each Consumption Period, as set forth in the applicable Order Form.

“Monthly Subscription” means a Cloud Service Subscription that grants the right for You to use a Cloud Service on a month-to-month basis.

“Resources” means the components (including memory, storage, data transfers, storage snapshots, and/or such other components) of a Cloud Service for which fees or credits are metered, accrued, or consumed with use.

“Workflow Automation” means the capabilities within the Cloud Service for automating detection, response, and orchestration workflows, including prebuilt and custom rules, actions, and connectors that enable automated security and operational processes.

2.2 CLOUD SERVICE OVERVIEW. The Cloud Service is Elastic’s cloud platform through which Elasticsearch, Elastic Observability, and Elastic Security are delivered as hosted services. The Cloud Service provides the underlying infrastructure, deployment management, scaling, availability, and operational tooling that support delivery of those hosted services.

2.3 PRODUCT AVAILABILITY BY DEPLOYMENT MODEL. Feature availability may vary by Cloud Service deployment model and Subscription Level. For current product details, feature comparisons, and Subscription Level specifications, refer to the Documentation.

2.4 INFRASTRUCTURE AND HOSTING. The Cloud Service is hosted by Cloud Infrastructure Providers — currently Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP). Elastic does not maintain physical data centers. You select a hosting region at the time of purchasing Your Subscription. Elastic also uses Software as a Service (SaaS) providers, such as Salesforce, to support the delivery of Subscription Support and Consulting Services.

2.5 DEPLOYMENT MODELS. Elastic offers 3 deployment models: (a) Elastic Cloud Hosted, a dedicated, hosted Elasticsearch and Kibana cluster on AWS, GCP, or Microsoft Azure. You select region, hardware profile, and cluster topology. Elastic manages underlying infrastructure operations; (b) Elastic Cloud Serverless, a fully managed, serverless deployment. Elastic manages all infrastructure, auto-scaling, patching, and upgrades. You consume capacity on a usage-based pricing model; and (c) Elastic Cloud on Kubernetes (ECK), a Kubernetes operator for orchestrating Elastic Stack deployments on Your own Kubernetes infrastructure, with Elastic-provided automation for provisioning, scaling, and upgrades. For purposes of these Service Descriptions, Elastic Cloud Hosted and Elastic Cloud Serverless are Cloud Services governed by Article 2, and Software deployed through ECK is Software governed by Article 3.

2.6 ACCOUNT REGISTRATION. To use a Cloud Service, You must first register for an Account. Each Subscription requires its own unique Account.

2.7 CLOUD SERVICE ACCESS. Subject to the terms of the Applicable Agreement, including payment of all applicable fees, You are granted the right to access and use a Cloud Service including to access and use the Eligible Features and Functions described at <https://www.elastic.co/subscriptions/cloud> at the Subscription Level purchased by You. Elastic may from time to time update the Eligible Features and Functions, provided that such updates will not materially or adversely reduce the level of performance, functionality, or availability of a Cloud Service during a Subscription Term. The Subscription Level purchased by



You for a Cloud Service determines the specific Eligible Features and Functions of such Cloud Service that You are entitled to access and use.

2.8 SUBSCRIPTION LEVEL SELECTION. For a Subscription to a Cloud Service identified in the applicable Order Form as annual, the Subscription Level is set forth in the applicable Order Form and may be changed only through a new Order Form. For a Consumption Subscription or Monthly Subscription, You must select the Subscription Level in a Cloud Service through the Cloud Service user interface and, if the user interface permits, You may change the Subscription Level by selecting a different Subscription Level. The Subscription Level selected by You will determine the Eligible Features and Functions and the relevant Subscription Support available to You for purposes of the Applicable Agreement.

2.9 SERVICE LEVEL AGREEMENT. For an eligible Subscription at a Platinum or Enterprise Subscription Level, Elastic will use commercially reasonable efforts to meet or exceed the service level requirements set forth in the applicable Service Level Agreement (the "SLA"). The applicable SLA depends on the Cloud Service deployment model: (a) for Elastic Cloud Hosted, the SLA located at <https://www.elastic.co/agreements/sla-elastic-cloud-hosted>; and (b) for Elastic Cloud Serverless, the SLA located at <https://www.elastic.co/agreements/sla-elastic-cloud-serverless>.

2.10 CONSUMPTION SUBSCRIPTION. For a Consumption Subscription, You will be provided with a Credit Allotment for use in each applicable Consumption Period, as set forth in the applicable Order Form. Each Credit Allotment will reduce over the course of the applicable Consumption Period as You use Resources. Resources used during an applicable Consumption Period will be metered at the then-current on-demand rates set forth at <https://cloud.elastic.co/deployment-pricing-table> at the time of use. Unused portions of Credit Allotments at the expiration of each applicable Consumption Period do not carry over to any subsequent Consumption Period.

2.11 ADDITIONAL RESOURCES. During a Consumption Period, You may only access and use a Cloud Service and receive Subscription Support (if any) if You: (a) have a positive Credit Allotment; or (b) decide to use additional Resources ("Additional Resources") on a month-to-month basis subsequent to the full consumption of Your Credit Allotment. Applicable discounts set forth on the Order Form will apply to any Additional Resources used by You in any Consumption Period except in the case of the last Consumption Period of the applicable Subscription Term ("Last Consumption Period"). Additional Resources used in the Last Consumption Period do not qualify for any applicable discount. Elastic will issue additional invoices for Additional Resources monthly in arrears to You, and You agree to pay such invoices in accordance with the applicable payment terms set forth in the Applicable Agreement.

2.12 MONTHLY SUBSCRIPTION. Following expiration of a Consumption Subscription, Your continued use of a Cloud Service without another applicable Subscription will be treated as a Monthly Subscription. A Monthly Subscription, including a Monthly Subscription purchased via Elastic's website or Elastic's product listing on a Marketplace, is subject to the terms of the Applicable Agreement and will be paid for monthly in arrears with the payment method used at the time of first purchase. Resources used each month will be charged at the on-demand rates set forth at <https://cloud.elastic.co/deployment-pricing-table> at the time of use. Elastic will issue invoices for Monthly Subscriptions monthly in arrears, and You agree to pay such invoices in accordance with the applicable payment terms set forth in the Applicable Agreement.

2.13 MONTHLY SUBSCRIPTION TERM. The Subscription Term for a Monthly Subscription commences on the date of first use or first purchase, as applicable, and continues until terminated by either party at any time. You may terminate a Monthly Subscription (and stop incurring fees related to such Monthly Subscription) by deleting all associated deployments/projects via the Cloud Service user interface. For clarity, deletion of Your deployments/projects does not delete Your Account. Termination of a Monthly Subscription does not relieve You of any payment obligation accrued prior to termination.

2.14 YOUR RESPONSIBILITIES. When using Cloud Services, You are responsible for: (i) determining whether the Cloud Services are suitable for Your use; (ii) implementing and managing security and privacy measures to secure Your access and use of the Cloud Services, including managing credentials for and using secure connections to the Cloud Services; (iii) validating plugins before installing them into the Cloud Services; (iv) implementing, maintaining, and monitoring backups of Customer Data stored within the Cloud Services; and (v) removing Customer Data from the Cloud Services environment prior to termination of the relevant Cloud Service.

2.15 CLOUD RESOURCE CONSUMPTION AND BILLING. For Cloud Service Subscriptions, Resources include memory, storage, data transfers, storage snapshots, and such other components for which fees or credits are metered, accrued, or consumed with use. Resources are consumed in, and Credit Allotments are applied within, the applicable deployment region selected during provisioning. The specific Resources available and their metering methodology are described in the applicable Cloud Service documentation. For consumption-based Subscriptions, usage is measured in the applicable billing units as set forth in the Order Form.

2.16 CLOUD ACTIVATION AND ONBOARDING. If an Order Form includes a Cloud Service Subscription, You may be required to enter an activation code provided by Elastic in the Cloud Service user interface to activate the Cloud Service. The activation code and related onboarding instructions are provided via email following Order Form execution. Activation codes are single-use and specific to the applicable Subscription. Until activation, usage not covered by another Cloud Service Subscription will continue to be billed monthly at the then-current on-demand rates.



2.17 WORKFLOW AUTOMATION. Workflow Automation capabilities are available within the Cloud Service for automating detection, response, and orchestration workflows, as further described in the Documentation. Elastic's responsibility for delivery of Workflow Automation functionality is addressed in the Applicable Agreement.

2.18 SUBSCRIPTION FEE DETAILS. For Subscriptions purchased via Elastic's website or a Marketplace, fees for Product features and functions are identified on the applicable registration or pricing page(s) presented or made available to You prior to initial sign-up or purchase. For such purchases, fees are payable in accordance with the requirements set forth in the Billing FAQs or other applicable ordering document, and You are responsible for keeping Your payment details up to date. Where Subscriptions or Services are purchased through a Marketplace, fees are billed to and paid through Your account with the applicable Marketplace provider, and any refund or credit to which You are entitled may be issued as a credit back to that Marketplace account.

2.19 CUSTOMER DATA DELETION. Within 45 days of You deleting all associated deployments/projects, Elastic will, using commercially reasonable efforts, delete all Customer Data from the applicable Cloud Service other than copies of Customer Data: (i) required to be retained by applicable law; or (ii) stored in Elastic's backups and disaster recovery systems, which in each case will be deleted in the ordinary course in accordance with Elastic's data retention policies.

In the event of termination of the Applicable Agreement by Elastic, Elastic will provide You with access to retrieve Your Customer Data for a period of 30 days from the date Elastic provides such access. Such access will be limited to read-only and export-only functionality. Nothing in this Section 2.19 limits any broader Customer Data retrieval right under the Applicable Agreement.

2.20 SWITCHING. Solely where You are located in the European Union and You are entitled to Switch (as defined in the Switching Procedures) pursuant to the Data Act (Regulation (EU) 2023/2854), the Switching Procedures will apply.

2.21 SITE SEARCH SUBSCRIPTIONS. For a Subscription identified in the applicable Order Form as Site Search, Resources are measured by engines, documents, API Operations, and any other components identified for metering or billing. An "API Operation" is an API request made on behalf of an Account, including document creation, search queries, engine creation, document updates, and click-through tracking. If usage exceeds the monthly quantities included in the applicable Order Form, additional usage is available on demand at the applicable on-demand rate at the time of use, without discount, and is billed monthly in arrears. Notwithstanding Section 2.12, a Site Search Subscription ends at expiration and does not transition to a Monthly Subscription.

3. SELF-MANAGED SOFTWARE

3.1 DEFINITIONS. The following definitions apply to Elastic's Self-Managed Software:

"Addressable" with respect to RAM, means the quantity of RAM that benefits the execution of the Software.

"Billable Enterprise Software" means all Software, excluding: (a) for Software deployed on Elastic Cloud on Kubernetes (ECK), any Software branded under the names Beats and Elastic Agent; and (b) for Software not deployed on Elastic Cloud on Kubernetes (ECK), any Software branded under the names Beats, Elastic Agent, Logstash, Endgame Agent, and Elastic Endpoint Agent.

"Billable Nodes" means (with respect to a Platinum Subscription) a number that is the greater of: (a) the number of Nodes running across a Project covered by the Subscription; or (b) the total GB of RAM Addressable by all Nodes across a Project covered by the Subscription, divided by the node size in GB specified on the applicable Order Form (or 64 GB if no node size is specified), with any fractional remainder being rounded up to the next whole number. Nodes deployed in a Non-production Environment are not counted as Billable Nodes.

"Cloud Connect" means the cloud-connected features and functions available as a component of the Software Subscription during the applicable Subscription Term. Cloud Connect enables connectivity between Self-Managed Software deployments and Elastic's cloud infrastructure.

"GPU Memory Unit" means 64 GB of GPU memory addressable by Self-Managed Model Artifacts deployed under the applicable Subscription.

"License Key" means an alphanumeric code that enables use of Software.

"Node" means an instance of the Software product known as "Elasticsearch", running on a server, which is not configured as a dedicated client node, dedicated coordinating node, or dedicated ingest node, as described in the Documentation.

"Non-production Environment" means an environment such as development, staging, or quality assurance, where Software is not used for production purposes.

"Project" means a specific use case for the Software, with Nodes being deployed for use in a logical grouping of functionality to support such use case.



“Resource Units” means (with respect to an Enterprise Subscription) a number that is equal to the total GB of RAM Addressable by all Billable Enterprise Software deployed by You in connection with the Enterprise Subscription, divided by 64, with any fractional remainder being rounded up to the next whole number.

“Self-Managed License” means a limited, non-exclusive, non-transferable, fully paid-up license, solely for Your internal business operations to: (a) install and use the Software in object code format or, for a Self-Managed Model Artifact, in the form provided by Elastic; and (b) use and distribute internally a reasonable number of copies of the Documentation. You must include on such copies all marks and notices.

“Self-Managed Model Artifact” means Software comprising a machine-learning model, including its weights, associated container, related artifacts, and other enabling software, identified in an Order Form for deployment in Your self-managed environment.

3.2 LICENSE KEY. Following execution of an Order Form, Elastic will deliver to You a License Key in order for You to access and use the Software in accordance with the rights granted under the Applicable Agreement. Software will be deemed to have been delivered to You upon provision of such License Key, and the Software is deemed to be accepted by You upon delivery.

3.3 SOFTWARE UPDATES. In accordance with the Subscription Support Policy, Elastic will provide necessary updates, patches, and upgrades to maintain the operational resilience of the Software and will make available applicable Documentation to enable You to install and operate the Software at Your location. You are solely responsible for ensuring the timely application of necessary updates, patches, and upgrades provided by Elastic to maintain the operational resilience of the Software.

3.4 EXCESS USE. If You use a Software Subscription in connection with more Billable Nodes and/or Resource Units than the number of Billable Nodes and/or Resource Units applicable to Your purchased Subscription (“Excess Units”), You will promptly notify Elastic in writing, including in such notice the number of Excess Units and the date on which You first used such Excess Units. Elastic will, or, if applicable, a Reseller will, invoice You for such Excess Units, adjusted on a pro rata basis from the date of first use and for the remainder of the applicable Subscription Term. You may also add Billable Nodes and/or Resource Units to a Subscription through an additional Order Form accepted under the Applicable Agreement. Upon acceptance, the additions will be deemed added to the applicable Subscription for the remainder of the applicable Subscription Term, or, if so indicated on the Order Form, a new Subscription and Subscription Term may be initiated.

3.5 SUBSCRIPTION TIERS AND ELIGIBLE FEATURES. Elastic Software is offered in multiple Subscription tiers (e.g., Standard, Platinum, Enterprise). Each tier provides access to specific Eligible Features and Functions as described in the Documentation. Use of features designated as eligible for a particular Subscription tier is limited to the scope of the applicable Subscription. Use of the Software in a Non-production Environment is subject to the Subscription tier and resource limits set forth in the applicable Order Form.

3.6 CLOUD CONNECT OVERVIEW. Cloud Connect is a component of the Software Subscription that provides cloud-connected features and functions for Self-Managed Software deployments. You may access and use Cloud Connect in connection with an eligible Software Subscription during the applicable Subscription Term. Elastic may update the features and functions of Cloud Connect from time to time, provided that such updates do not materially or adversely reduce the level of performance, functionality, or availability of Cloud Connect during a Subscription Term. Cloud Connect also applies to any add-ons or renewals to Your Software Subscription.

3.7 CLOUD CONNECT PREREQUISITES. To access and use Cloud Connect, You must have: (a) an eligible Software Subscription; (b) an Account registered via the sign-up site at <https://cloud.elastic.co/registration>; and (c) Your Software Subscription cluster(s) linked to the applicable Account. Each Software Subscription requires its own unique Account. You must not register multiple Accounts relating to a single Subscription. Except for activities that Elastic performs to provision, manage and maintain Your Account under the Applicable Agreement, You are responsible for all activities that occur under Your Account, including maintaining the security of Your login credentials and the correct configuration of Your access control lists. You must promptly notify Elastic of any known or suspected unauthorized use or access of Your Account.

3.8 CLOUD CONNECT DATA HANDLING. Elastic’s handling of Product Usage Data in connection with Cloud Connect is governed by Section 6.5 (Product Usage Data) and the Product Privacy Statement referenced in that Section. Elastic’s processing of Customer Personal Data in connection with Cloud Connect, if any, is addressed in Section 6.6 (Personal Data Processing).

3.9 SELF-MANAGED MODEL ARTIFACTS. A Self-Managed Model Artifact operates under the Self-Managed License and restrictions in the Applicable Agreement. For purposes of Section 3.2, a Self-Managed Model Artifact is delivered when Elastic makes it available to You through a delivery method designated by Elastic, whether or not Elastic also provides one or more License Keys.

For Self-Managed Model Artifacts identified in the Order Form as Jina Self-Managed:

“Scale Tier” means the baseline deployment tier identified for the applicable SKU line items and determines the aggregate GPU memory capacity included in the Subscription: Starter includes up to 3 GPU Memory Units, Growth includes up to 10 GPU Memory Units, and Scale includes up to 25 GPU Memory Units.



“Capability Tier” means a model function selected in addition to the applicable Scale Tier. Capability Tiers include Text Embedding, which creates vector representations of text; Reranker, which scores or reorders results based on relevance; Reader, which reads, extracts, or transforms information from supported inputs; and Multimodal Embedding, which creates vector representations from supported input types.

“Modality Add-on” means the Image, Audio, or Video modality identified in the Order Form that may be used with the applicable Capability Tier.

Each Capability Tier and Modality Add-on is identified by a separate SKU in the Order Form. Adding a Capability Tier or Modality Add-on does not increase the aggregate GPU memory capacity included with the Scale Tier.

4. SERVICES

4.1 DEFINITIONS. The following definitions apply to Elastic’s Services:

“Administrative Day” means a Business Day on which the applicable Consultant is engaged in training, volunteer time off, or required attendance at company events; Administrative Days may not exceed 16 Business Days (or a prorated amount) within any 12-month period of the applicable Services Period.

“Advisory Services” means the Consulting Services identified in the applicable Order Form as Advisory Services and subject to Section 4.3.7.

“Business Day” means a day other than: (a) a weekend; (b) a public holiday; or (c) paid time off recognized by Elastic; in each case as observed in the country in which Services are performed.

“Business Hours” means the hours between 9:00 am and 5:00 pm (exclusive of any applicable statutory rest periods) as observed in the country in which Services are performed.

“Certification Exam Attempt” means a Participant’s right to attempt an Elastic certification exam as further described in the Certification Program Agreement located at <https://www.elastic.co/legal/certification-program-agreement>.

“Consultant(s)” means Elastic employees and authorized subcontractors engaged by Elastic to perform Services on Elastic’s behalf.

“Consulting Services” means Elastic’s configuration and implementation services for a Product that are generally made available by Elastic to its customers.

“DA Services” means the Designated Architect services described in Section 4.3.8.

“Entitlements” means the training resources purchased by You, as set forth at <https://www.elastic.co/training/subscription>.

“Online Course” means an on-demand online training course provided by Elastic to a Participant via the Participant Account, including any hands-on lab and associated reference Training Services Materials that may be offered as part of such course.

“Online Training Subscription” means the right for a Participant to access or use, for the Services Period, the Entitlements.

“Participant” means each individual designated by You to participate in Training Services.

“Service Package” means a Consulting Services package located at <https://www.elastic.co/consulting/services-packages>, which describes the package of Consulting Services purchased by You.

“Services” means Consulting Services and Training Services.

“Services Period” means the period applicable to Services that commences and expires on the start and end date(s) set forth in the applicable Order Form.

“Statement of Work” means a statement of work which describes the Consulting Services purchased by You.

“Strategic Architect” means the Consultant assigned by Elastic to perform the Advisory Services.

“Training Services” means Elastic’s training services for a Product that are generally made available by Elastic to its customers.

4.2 GENERAL. The following general terms apply to all Services.

4.2.1 BUSINESS DAYS, BUSINESS HOURS & SERVICES PERIOD. All Services will be delivered by Elastic during Business Hours on Business Days. With respect to an Online Training Subscription, Entitlements can generally be accessed by a Participant at any time; however, time restrictions on availability and access to lab environments may apply to Online Courses, as set forth in the Elastic learning portal. For clarity, each Participant may access each Online Course once during the Services Period for the applicable Online Training Subscription.



4.2.2 CONSULTANTS. During the Services Period, Elastic will provide the Services identified in an Order Form, which may be further described in a Statement of Work. Elastic reserves the right to determine which Consultant(s) will 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 Your internal business purposes only. You must not use the Services to supply any services, including configuration, implementation, technical, support, or training services, to any third party.

4.2.3 YOUR OBLIGATIONS FOR SERVICES. You agree to provide Elastic with such cooperation, information, access and support as reasonably required to allow Elastic to successfully provide the Services. To the extent that You make available secure access to Your systems, You must ensure such access complies with any data privacy laws applicable to You and Your security policies.

4.2.4 ON-SITE POLICIES. For Services performed at Your location, Elastic will require that its Consultants follow all reasonable instructions and comply with Your standard health, safety and security policies provided to Elastic in writing in advance. Additional on-site requirements, if any, are as set forth in the Applicable Agreement or Order Form.

4.3 CONSULTING SERVICES. The following terms apply to all Consulting Services, except where the Advisory Services or DA Services section states otherwise; in particular, the scheduling and rescheduling requirements in Sections 4.3.5 and 4.3.6 do not apply to Advisory Services or DA Services, and the Services Period for those services may not be changed. Administrative Days do not count as Days delivered for purposes of Flex Consulting or against the Annual Limit for DA Services.

4.3.1 CONSULTING SERVICES OFFERINGS. Elastic offers Consulting Services including advisory services, consulting engagements, and designated architect engagements, each as further described in the applicable Statement of Work, Service Package or Order Form. Consulting Services are provided in accordance with the terms of the Applicable Agreement and are subject to these Service Descriptions.

4.3.2 SERVICE PACKAGES. Where an Order Form references a Service Package by name, that Service Package is the description of the Services, and the scope is limited to the Services expressly described in it. Service Packages may be offered on a fixed-price, fixed-deliverable, or time-and-materials basis, and the pricing, deliverables, and any acceptance criteria are as set forth in the applicable Service Package. The general terms in this Section 4.3 apply to Service Packages except to the extent the Service Package states otherwise. Any service, activity, or outcome not expressly described in the applicable Service Package is out of scope. You may schedule Service Package Services at the time of purchase or during the applicable Services Period. Except as otherwise set forth in the applicable Service Package, all Service Package Services must be used and delivered within the applicable Services Period, no credit or refund is due for any unused Services, and unused Services do not carry over to any subsequent Services Period.

4.3.3 FLEX CONSULTING. Flex Consulting consists of Consulting Services delivered by Elastic on a per-Day, time-and-materials basis. (a) Where a Statement of Work is associated with the applicable Order Form, the Statement of Work describes the Flex Consulting Services to be delivered, including their scope, objectives and key activities, out-of-scope items, Your responsibilities, and the period of performance, and is the description of the Services for purposes of this Section 4.3.3; the general terms in this Section 4.3 apply to such Flex Consulting except to the extent inconsistent with the Statement of Work, in which case the Statement of Work controls. (b) Where no Statement of Work is associated with the applicable Order Form, this Section 4.3.3 is the description of the Flex Consulting Services, and: (i) Elastic will deliver Consulting Services on a time-and-materials basis, reflecting an estimated level of effort by project role, which level of effort may vary during delivery, and the Services are not conditioned on the achievement of any specific outcome or deliverable; (ii) the Services will be provided remotely unless otherwise agreed in writing, during Business Hours on Business Days, except for Administrative Days, and the definitions of "Business Day" and "Administrative Day" in Section 4.1 and the definition of "Day" in Section 4.3.5 and the scheduling and rescheduling requirements in Sections 4.3.5 and 4.3.6 apply to Flex Consulting, with on-site Flex Consulting scheduled for at least 4 consecutive Days and remote Flex Consulting for at least 1 Day, and Elastic may use Flex Consulting Day(s) for project coordination, administration, and delivery oversight; (iii) any service, activity, or outcome not expressly described in this Section 4.3.3 is out of scope; (iv) You will provide Elastic with the cooperation, information, access, and resources reasonably required to perform the Services, and Elastic will not be liable for any delay or deficiency in the Services to the extent caused by Your failure to do so; and (v) all Flex Consulting Services must be used and delivered within the applicable Services Period, no credit or refund is due for any unused Services upon expiration of the Services Period, and unused Services do not carry over to any subsequent Services Period.

4.3.4 CONSULTING SERVICE CREDITS. Consulting service credits ("Consulting Service Credits") are a prepaid pool of credits You may apply to eligible Consulting Services (such as consulting, implementation, and optimization) described in the applicable Statement of Work. You redeem credits to schedule Consulting Services during the Services Period at the credit value stated in the applicable Statement of Work, and the balance reduces as You use them. All credits must be used within the Services Period; any unused credits expire at its end and do not carry over.

4.3.5 SCHEDULING. You may schedule Consulting Services at the time of purchase or during the applicable Services Period. On-site Consulting Services must be scheduled for at least 4 consecutive Days. Remote Consulting Services must be scheduled for at least 1 Day. For purposes of Section 4.3, and to the extent legally permitted, a "Day" means 8 billable hours



during a Business Day. You agree that Elastic may use Flex Consulting Day(s) for project coordination, administration, and delivery oversight.

4.3.6 RESCHEDULING. Rescheduling of Consulting Services must be in writing at least 14 Business Days prior to the scheduled start date of the Consulting Services.

4.3.7 ADVISORY SERVICES. A Strategic Architect performs the Advisory Services remotely during Business Hours on Business Days, except for Administrative Days. If the parties agree in writing to on-site delivery, the general scheduling and rescheduling limits apply only to on-site visits. Elastic may substitute the Strategic Architect at any time. Advisory Services do not renew automatically; to renew, You must request the same Strategic Architect at least 45 days before the Services Period ends, and, if Elastic can accommodate the request in its discretion, return a signed renewal Order Form at least 15 days before the Services Period ends; any renewal is by mutual agreement only. The Services Period may not be changed, and You will not receive any refund or credit for the Strategic Architect's unused time.

4.3.8 DESIGNATED ARCHITECT ("DA") SERVICES. One DA is available during Business Hours on Business Days, except for Administrative Days, and may deliver up to 48 Days over 12 consecutive months (the "Annual Limit"), of which up to 3 Days (24 billable hours) may be used for project coordination, administration, and delivery oversight ("Delivery Management"). The DA may assist with tasks such as project and technical oversight; architecture roadmap design and prioritization; performance testing and capacity planning; platform configuration and operationalization; architecture reviews; solution and use-case strategy and implementation; subject-matter expertise; and facilitation of support escalations. DA Services are performed remotely unless otherwise agreed in writing. If the applicable Order Form includes a US/US Product SKU, DA Services will be performed by a U.S. Person located in the United States. You may schedule DA Services at the time of purchase or during the applicable Services Period, in blocks of at least 1 Business Day; if on-site delivery is agreed in writing (subject to any additional applicable fees), the general scheduling and rescheduling limits apply only to on-site visits. DA Services do not renew automatically; to renew, You must request DA Services at least 45 days before the Services Period ends, and, if Elastic can accommodate the request in its discretion, return a signed renewal Order Form at least 15 days before the Services Period ends; any renewal of the DA Services will be by mutual agreement only. The Services Period for the DA Services may not be changed, and You will not receive any refund or credit for any unused portion of the Annual Limit.

4.4 TRAINING SERVICES. The following terms apply to all Training Services.

4.4.1 TRAINING SERVICES OFFERINGS. Elastic offers training services including certification exams, online training subscriptions, and private (instructor-led) training sessions ("Private Training"). Self-service purchases of public training are subject to the Elastic Public Training Terms of Service located at https://www.elastic.co/agreements/all/public_training. Current public training schedules are available at <https://www.elastic.co/training/schedule>. Certification exams validate proficiency with Elastic Products and are subject to the Certification Program Agreement located at <https://www.elastic.co/legal/certification-program-agreement>. Online training subscriptions provide access to self-paced learning content for the applicable Services Period. Private Training is delivered on-site or virtually as specified in the applicable Order Form.

4.4.2 LABORATORY ENVIRONMENT. If applicable to the Training Services purchased by You, You and/or Participant may be required to set up a laboratory environment. Accordingly, You and/or Participant are responsible for installing and configuring components to set up such laboratory environment.

4.4.3 PARTICIPANT ACCOUNTS. Each Participant must register for an individual user account at <https://cloud.elastic.co/registration> ("Participant Account"). Each Participant is responsible for maintaining the security of the login credentials for its Participant Account. Elastic may, at its discretion, disable any Participant Account credentials that have been identified as having been shared.

4.4.4 PARTICIPANT ACCOUNT MANAGEMENT. You and/or Participant must immediately notify Elastic of any unauthorized use of a Participant Account, or any other breaches of security of which You or Participant becomes aware. Elastic reserves the right to verify Participant's access and use of the Training Services via the Participant Account to ensure compliance with the terms of the Applicable Agreement. In the event any such verification reveals that You or Participant has used the Training Services in excess of the applicable limitations, You must promptly pay to Elastic (or, if applicable, a Reseller) the shortfall between the fees actually paid and the fees due for actual usage.

4.4.5 SCHEDULING/COURSE CONTENT. Subject to the duration of the course content ("Course Content") as described below, Private Training may be scheduled by You at the time of purchase, or at a later date by contacting Elastic, subject to the following: (a) on-site Private Training must be scheduled for a minimum period of 3 consecutive Days; or (b) remote Private Training must be scheduled for a minimum period of 2 consecutive Days. For purposes of Section 4.4, a "Day" means 8 billable hours of Private Training during a Business Day. Course Content will be delivered by, or on behalf of, Elastic either on-site or remotely as follows: (i) Course Content of up to 40 hours in duration will be delivered during consecutive Days of a work week; and (ii) Course Content of greater than 40 hours in duration will be delivered during consecutive Days over 2 work weeks.

4.4.6 FACILITY. Private Training scheduled to be delivered on-site will be delivered by, or on behalf of, Elastic to Participants at a mutually agreed upon facility ("Facility"). Unless otherwise agreed by Elastic in writing, You are, at Your sole cost and



expense, responsible for: (a) securing and providing Elastic personnel and Participants with access to and use of the Facility; and (b) ensuring that the Facility is equipped with appropriate equipment, including 1 fully operational workstation for each Participant, access to the public Internet, refreshments, and stationery.

4.4.7 CHANGES TO FACILITY / RESCHEDULING. You may only: (a) change the location of an applicable Facility (provided that any such change to the Facility must be within a 5-mile radius from the original Facility); or (b) reschedule Private Training; upon 14 days' written notice to Elastic prior to the scheduled start date of the applicable Private Training. Any change to a Facility and/or a rescheduling of Private Training not in accordance with the foregoing will entitle Elastic to treat the applicable Private Training as having been delivered. Accordingly, You will not be entitled to a credit for such Private Training and You must reimburse Elastic for any lost deposits or other expenses incurred by Elastic.

4.4.8 TRANSFERS OF ENTITLEMENTS. If the Participant designated in an Online Training Subscription is Your employee and their employment terminates, or the Participant otherwise undergoes a change of roles and responsibilities, You may, with written consent of Elastic, designate another individual as Participant for the remainder of the term of the Online Training Subscription. You are responsible for Your designated Participant's compliance with the Applicable Agreement and for any acts or omissions of Participant.

4.4.9 PROFESSIONAL ONLINE TRAINING SUBSCRIPTIONS AND CERTIFICATION EXAMS. If You have purchased a Professional Online Training Subscription, such subscription includes Certification Exam Attempts. Certification Exam Attempts, whether purchased individually or under an Online Training Subscription, must be completed by the end of the applicable Services Period, as set forth on the applicable Order Form.

4.4.10 TRAINING AND CERTIFICATION DATA. If You request training or certification data, which includes personal data of Participants, You warrant that You have made such disclosures and obtained such consents as may be required to comply with any applicable law, rule, or regulation regarding sharing of such data by Elastic with You.

5. SUPPORT

5.1 DEFINITIONS. The following definitions apply to Elastic's Subscription Support:

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

5.2 SUBSCRIPTION SUPPORT. During the Subscription Term, Elastic will provide You with Subscription Support, if any, based on the applicable Subscription Level, in accordance with the Subscription Support Policy, subject to the following quantitative limitations: (a) solely with respect to Software, for a Platinum Subscription, for the covered Project(s), up to the applicable number of Billable Nodes included in the Subscription; (b) solely with respect to Software, for an Enterprise Subscription, up to the number of Resource Units included in the Subscription; and (c) the number of designated support contacts set forth in the Subscription Support Policy. Elastic may from time to time update the applicable Subscription Support Policy, provided that any such updates will not materially or adversely reduce the level of Subscription Support during the Subscription Term. Subscription Support is delivered only remotely: electronically through the Internet and, where the purchased Subscription Level includes it, by telephone.

5.3 RESTRICTIONS ON USE OF SUBSCRIPTION SUPPORT. Subscription Support is provided to You solely for Your internal use. For clarity, Subscription Support may be available to You where You have purchased an Elastic Subscription through an authorized reseller or distributor, subject to the terms of the Applicable Agreement. You agree not to use Subscription Support: (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 Subscription Support for any use of an Elastic product/service that is offered as a service by any third party.

5.4 DESIGNATED SUPPORT ENGINEER. The Designated Support Engineer offering provides a named Elastic support engineer assigned to the applicable account. The scope, availability, and service levels of the Designated Support Engineer offering are described in the Additional Subscription Support section of the applicable Subscription Support Policy.

5.5 EXTENDED SUPPORT FOR END-OF-SUPPORT VERSIONS. Extended Support provides continued support services for Elasticsearch versions that have reached End of Support as indicated in the Elastic Product End of Life Dates located at <https://www.elastic.co/support/eol>. The specific version(s) subject to Extended Support and the Extended Support end date are set forth in the applicable Order Form. During the Extended Support period, Elastic will provide reasonable-efforts support for the covered version(s), subject to the limitations described in the applicable Subscription Support Policy.

6. GENERAL OPERATIONAL TERMS

6.1 FUTURE FEATURES AND FUNCTIONS. You understand and agree that any features or functions of a Cloud Service and/or Subscription Support 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 generally available (GA) release, may not be delivered on time or at all. The development, release, and timing of any features or functions described for a Cloud Service and/or Subscription Support remains at Elastic's sole discretion. Accordingly, You agree that You are purchasing a Cloud Service and/or



Subscription Support based solely upon features and functions that are currently available as at the time of purchase, and not in expectation of any upgrade, or any future feature or function.

6.2 COMMERCIAL CLASSIFICATION. All Elastic Products, Subscriptions, and Services are “Commercial Products” or “Commercial Services” as those terms are defined in the Federal Acquisition Regulation (FAR) at 48 C.F.R. 2.101, and all Software is “Commercial computer software” as defined in FAR 12.211, FAR 12.212, and DFARS 252.227-7014(a)(1).

6.3 SOFTWARE AGENT. To facilitate the ingestion of Customer Data into a Cloud Service, or in connection with Cloud Connect, You may install on an endpoint the object code version of an Elastic-produced software agent (“Software Agent”). The Software Agent is deemed part of the applicable Cloud Service or Cloud Connect, as applicable. Certain Software Agent components are governed by an open-source-type license (“Component License”) that obligates Elastic to provide the component only under such Component License. All such components, Component Licenses, and source code are made available with the Software Agent documentation and at <https://www.elastic.co/trust/third-party-dependencies>. Component Licenses do not impose additional restrictions or obligations on the use of the Software Agent. Any restrictions in the Applicable Agreement conflicting with a Component License do not apply to the component governed by such Component License.

6.4 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.

6.5 PRODUCT USAGE DATA. Elastic processes Product Usage Data in accordance with the Product Privacy Statement, and Product Usage Data is not governed by the Elastic DPA. Solely with respect to Software, You may at any time disable the provision of Product Usage Data to Elastic, subject to the following: (a) disabling Product Usage Data will disable automatic collection of such data as described in the Product Privacy Statement; and (b) disabling Product Usage Data will not disable the collection of data essential for the operation of the Eligible Features and Functions, unless You configure the Software to run in an air-gapped environment as further described in the Documentation. Where You configure the Software to run in an air-gapped environment, Elastic will not collect Product Usage Data about Your configuration and use of such Product. For Cloud Services, the collection of Product Usage Data is integral to the Cloud Service and cannot be disabled.

6.6 PERSONAL DATA PROCESSING. Except as otherwise provided in the Applicable Agreement, to the extent Elastic processes any Customer Personal Data (as defined in the Elastic DPA) in the course of providing a Cloud Service, Cloud Connect, Subscription Support, and/or Consulting Services, such processing is governed by the Elastic DPA or other written agreement between the parties governing such processing. Product Usage Data is addressed in Section 6.5 (Product Usage Data).

6.7 SUBSCRIPTION TERM COMMENCEMENT. The Subscription Term commences on the start date and ends on the end date set forth on the applicable Order Form. Where an Order Form is executed after the stated start date, Elastic may adjust the start date and the corresponding end date set forth on the Order Form to preserve the purchased duration of the Subscription Term, without changing the length of the Subscription Term or increasing the fees payable under the Order Form.

6.8 BETA OFFERINGS. Elastic may make Beta Offerings available to You from time to time. The default access period for a Beta Offering is 30 days from the date You are first granted access, unless otherwise specified by Elastic.

6.9 HOW ELASTIC USES CUSTOMER DATA. Elastic’s use of Customer Data is governed by the Applicable Agreement. In providing and maintaining an Elastic Offering, Elastic’s principal activities involving Customer Data include, without limitation: (a) delivery of the services and the features and functions ordered by You, as described in the Documentation; (b) testing and validation of updates to the applicable Elastic Offering; (c) maintenance of the Product at the levels described in the Documentation and the applicable Service Level Agreement; and (d) Elastic’s compliance with its regulatory obligations relating to product safety, security, and resilience. Where the Applicable Agreement so provides, Elastic will not sell Customer Data and will not use Customer Data to train generally available Elastic models.

7. ARTIFICIAL INTELLIGENCE

The following terms apply to Elastic Offerings that include generative artificial intelligence features. This Article 7 applies only where the Documentation, the applicable user interface, or an Order Form identifies an Elastic Offering as including Elastic GAI.

“**AI Input**” means any prompts, Customer Data, or Confidential Information that You submit into Elastic GAI.

“**AI Output**” means data, responses, information, or content that is generated by Elastic GAI as a result of processing AI Input in conjunction with AI Training Data, excluding any Elastic intellectual property, such as any systems, interfaces, or tools used to create, process, or facilitate the generation of AI Output.

“**AI Training Data**” means any data, content, or materials (including text, code, images, audio, and video) used to train or fine-tune Elastic GAI. For clarity, AI Training Data encompasses both: (a) data used to initially build and train Elastic GAI; and



(b) data subsequently used to modify or improve Elastic GAI's capabilities, regardless of when such data is introduced into Elastic GAI.

"Customer-Specific AI Model" means a separately designated Elastic GAI feature, identified in the user interface, that uses AI Input and AI Output as AI Training Data solely to train, improve, and provide that feature for Your benefit.

"Elastic GAI" means GAI-enabled Eligible Features and Functions and Subscription Support provided by Elastic, to the exclusion of any third-party GAI which You may develop, procure, deploy, or otherwise use in conjunction with a Product.

"Generative Artificial Intelligence" or "GAI" means the technology, functionality, systems, or tools that use neural networks, large language models, or other artificial intelligence techniques to generate, synthesize, or transform data into AI Output in response to AI Input. GAI excludes non-generative AI.

7.1 USE OF ELASTIC GAI. You may submit AI Input into Elastic GAI at Your sole discretion. Elastic may at any time modify, suspend, or discontinue Elastic GAI, or impose limits on Elastic GAI features and services as required to meet emerging legal and/or regulatory obligations or to ensure adequate functionality. Elastic will use reasonable efforts to provide You with advance written notice prior to implementing such modification, suspension, or discontinuance.

7.2 AI OUTPUT ACCURACY. AI Output is not guaranteed to be accurate or complete by Elastic. You acknowledge that due to the nature of Elastic GAI, AI Output generated and returned by such Elastic GAI may not be wholly unique and that Elastic GAI may generate the same or similar output for Elastic or third parties. You are solely responsible for independently reviewing and verifying all such AI Output for accuracy, usefulness, and appropriateness for Your use cases and applications. You must not represent that any AI Output is approved or vetted by Elastic or that such AI Output is an original work or is a wholly human-generated work without appropriate disclosure of GAI involvement. Elastic has no responsibility for Your combination of Products with any third-party GAI. Accordingly, You must comply with any applicable third-party terms and conditions relating to the combination or integration of a Product with any third-party GAI.

7.3 ELASTIC DATA USE COMMITMENTS. Elastic will not use AI Input or AI Output to update AI Training Data of Elastic GAI, except as provided in this section. Elastic may offer a Customer-Specific AI Model subject to the following: (a) such Customer-Specific AI Models are clearly identified in the user interface as utilizing AI Input and AI Output as AI Training Data solely for Your benefit; (b) You are provided with the option to disable the use of Customer-Specific AI Models at any time; and (c) any AI Training Data derived from AI Input and AI Output will be used solely to train, improve, and provide the Customer-Specific AI Model to You. A Customer-Specific AI Model meeting the requirements of this section is the sole mechanism by which AI Input or AI Output may be used as AI Training Data, and Elastic will not use AI Input or AI Output to train generally available Elastic models.