Elastic Support Services Policy - English

NOT FOR EDITING

Effective Date: November 13, 2024

This Elastic Support Services Policy is the primary document used to communicate Elastic's support policies to licensees of Elastic software products (each such licensee, a **"Customer"**), including Elastic's software products available under both proprietary licenses and open source licenses (collectively, **"Software"**). As referenced either in the proprietary license agreement under which you obtain and are granted the right to use Elastic's commercial software and/or the agreement under which you obtain a subscription (**"Subscription"**) to Elastic's support services (in each case, the **"Agreement"**), this Support Services Policy sets forth Elastic's support terms and conditions, as well as provides a description of Elastic's technical support levels. Capitalized terms not defined herein have the definition set forth in the applicable Agreement. Support Services for Federal Subscriptions will be provided in accordance with the U.S. Federal Support Policy available at: https://www.elastic.co/support_policy/federal.

1.SCOPE OF SUPPORT SERVICES.

The scope of the Support Services provided to Customer includes general assistance and support regarding the installation of the Software and basic technical configuration of the Software, as well as developer assistance on how to use the Software. Elastic will provide Support Services to Customer in accordance with this Support Services Policy and the Agreement. Development Support Services are not available for production systems.

2.SUPPORT SERVICES OFFERINGS.

Elastic offers four different levels of the Support Services which are described below in Section 3 of this Support Services Policy, and are subject to the specific terms and conditions set forth therein regarding hours of operation, response times, methods of support and other matters for each Subscription Level. Elastic shall use commercially reasonable efforts to meet the applicable targeted response times set forth below. Customer acknowledges that the time required for resolution of issues may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the incident/problem, the extent and accuracy of information available about the incident/problem and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by Elastic to achieve problem resolution. Elastic addresses problem resolutions through a number of mechanisms.

3.SUBSCRIPTION LEVELS.

For all support requests, send an email to support@elastic.co or via our support portal (Elastic's preferred method).

In either case, the submission needs to be made prior to engaging an Elastic resource. Once the appropriate support request is filed, the most optimal method of contact may be utilized (phone, web, email), subject to the applicable Subscription Level. Severity Level 1 and 2 issues must be filed via the web-based support portal. Severity Level 3 issues may be filed via email or the web-based support portal. All e-mail based production tickets will be treated as Severity Level 3.

Defined Terms:

"Business Day" means Monday through Friday other than a day designated from time to time as a national holiday in the place from which Support Services may be provided.

"Incident" means a single question or issue posed by a Support Contact using the Support Services.

"Support Contact" means a single named individual that is authorized to contact Elastic to make use of the Support Services.

Enterprise Level

Normal Hours of Operation: 24 × 7 × 365
Method: email, phone or support portal
Included Support Contacts: 8
Emergency Patches: yes
Annual Incidents: unlimited
Eligible Features and Functions: www.elastic.co/subscriptions

Severity	Target Initial Response
Level 1	1 Hour
Level 2	4 Hours
Level 3	1 Business Day

Platinum Level

Normal Hours of Operation: 24 × 7 × 365
Method: email, phone or support portal
Included Support Contacts: 8
Emergency Patches: yes
Annual Incidents: unlimited
Eligible Features and Functions: www.elastic.co/subscriptions

Severity	Target Initial Response
Level 1	1 Hour
Level 2	4 Hours
Level 3	1 Business Day

Gold Level

Normal Hours of Operation: 8AM – 6PM business hours in the time zone applicable for the location shown on the Sales Order
Method: email, phone or support portal
Included Support Contacts: 6
Emergency Patches: no
Annual Incidents: unlimited
Eligible Features and Functions: www.elastic.co/subscriptions

Severity	Target Initial Response
Level 1	4 Business Hours
Level 2	1 Business Day

Level 2	1 Business Day
Level 3	2 Business Days

Startup Silver Level

Normal Hours of Operation: 8AM – 6PM business hours in the time zone applicable for the location shown on the Sales Order
Method: support portal only
Included Support Contacts: 2
Emergency Patches: no
Eligible Features and Functions: Same as Platinum, see **www.elastic.co/subscriptions**

Severity	Target Initial Response
Level 1	1 Business Day
Level 2	2 Business Days
Level 3	4 Business Days

Development Level

Normal Hours of Operation: 8AM – 6PM business hours in the time zone applicable for the location shown on the Sales Order
Method: email, phone or support portal
Included Developers Support Contacts: 3
Emergency Patches: no
Annual Incidents: unlimited
Eligible Features and Functions: Same as Platinum, see **www.elastic.co/subscriptions**

Severity	Target Initial Response
Level 1	2 Business Days
Level 2	2 Business Days
Level 3	2 Business Days

4. SEVERITY LEVEL DEFINITIONS.

Level 1

The Customer's production environment is not working or seriously impaired and no workaround is available. The Customer's revenue, security or brand is impacted as a result. Elastic will use continuous efforts during the Normal Hours of Operation stated above for the applicable Subscription level to provide a resolution for any Level 1 errors as soon as is commercially reasonable.

Level 2

The Customer's environment is functioning, but Software is impaired and working in a reduced capacity or continuity of service or an imminent deadline is at risk. The Customer's revenue, security or brand is threatened as a result. Elastic will use reasonable efforts during the Normal Hours of Operation stated above for the applicable Subscription level to provide a resolution for any Level 2 errors.

Level 3

This is the default severity level. Something isn't working as expected, or the Customer has a general question about its deployment. Elastic will use reasonable efforts to provide a resolution for any Level 3 error in time for an upcoming release of Software. All inbound production email cases shall have an initial status of Level 3.

5. CUSTOMER OBLIGATIONS.

Customer must provide a functional Project/Application description at time of order to clearly define the Project/Application Elastic will be supporting. Customer is responsible for ensuring that its personnel that interact with Elastic have sufficient English language and technical skills, and respond to and cooperate with Elastic in a timely manner in connection to requests for Support Services.

As a precondition for requesting Support Services from Elastic, Customer (A) must have an Elastic Cloud account, use of which is subject to the terms available at: **https://www.elastic.co/legal/elastic-cloud-account-terms**, and (B) agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting Elastic; (ii) provide Elastic with sufficient information and technical data in order for Elastic to establish that a potential problem is not the kind of problem that is an exclusion from the Support Services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by Elastic to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from Elastic in addressing the problem, and make reasonable attempts to correct the problem as suggested by Elastic. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect Elastic's ability to provide the Support Services.

CUSTOMER AGREES NOT TO USE THE SUPPORT SERVICES IN CONNECTION WITH THE DEVELOPMENT, DEPLOYMENT, ENABLEMENT AND/OR MAINTENANCE OF ANY NON-ELASTIC SOFTWARE THAT COMPETES WITH ELASTIC'S SOFTWARE PRODUCTS.

6. SUPPORT SERVICE EXCLUSIONS.

Elastic will have no obligation to provide Support Services to Customer in the event that (i) the Software has been changed, modified or damaged by Customer or anyone other than Elastic, (ii) the problem is caused by Customer's negligence, misconduct, or misuse of the Software, a hardware malfunction, or other causes beyond the reasonable control of Elastic, (iii) the problem is due to third party software, (iv) the Software is being hosted by a third party that is offering the Software as a service, (v) Customer has not installed or implemented any Software releases made generally available or is not running a then supported version of the Software as provided by Elastic as defined in Section 7, or (vi) information requested by Customer could reasonably be expected to assist in the development, deployment, enablement and/or maintenance of any non-Elastic software that competes with Elastic's commercial software products. The Support Services do not cover the support of any third party software which integrates with the Software or the investigation into a potential or actual security incident in a Customer environment, including but not limited to the analysis and response to security events and signals. In addition, the Support Services do not include the following: (a) use of any version of a Software that is not designated as a production release (such as a milestone or release candidate or code contained in the sandbox or any other repository that is not packaged into a production release distribution); (b) Customer's failure to comply with operating instructions contained in the documentation; (c) installation, configuration, management and operation of Customer's applications; (d) APIs, interfaces or data formats other than those included with the Software; or (e) any training. In addition, Development Level Support Services are available only for one Project/Application per Agreement and may not be used at all for Production systems where "Production" means the system is using/processing live data.

7. VERSION SUPPORT.

Visit **https://www.elastic.co/support/eol**, for details on Elastic's version policy and what happens when a version reaches its end of Maintenance and Support and when Elastic retires a Product.

8.SUPPORTED PLATFORMS.

A number of platform and software configurations are eligible for Elastic Support Services. [View Support Matrix](#).

9.ADDITIONAL SUPPORT SERVICES DESCRIPTIONS.

Catalog of Additional Support Services Packages with Full Description and Scope, subject to separate purchase.

Designated Support Engineer

Package SKU Name: Support: Designated Support Engineer, US PubSec Commercial: Designated Support Engineer
Duration: Minimum 9 months, Maximum 3 years

Description

During the Services Period, a named Support Engineer ("Designated Support Engineer" or "DSE") will be available to provide Support Services for active Subscriptions to be agreed upon with Elastic ("DSE Support Subscription"). The DSE will provide Support Services (a) in accordance with the Support Services Policy and the applicable agreement pursuant to which Customer purchased a DSE Support Subscription; and (b) during Available Hours not to exceed (i) twenty-five (25) hours per month or (ii) the number of hours per month purchased by Customer under the relevant DSE Support Subscription ((b)(i) or (b)(ii) shall be referred to as the "Monthly Limit"). Customer will not receive any refund or credit for any portion of the DSE's Monthly Limit that goes unused. If (a) the DSE exceeds the Monthly Limit or (b) a support request is received or Support Services must be delivered outside of the DSE's Available Hours, then Support Services will be delivered by another Elastic support engineer in accordance with the Support Services Policy and the Agreement. The DSE will perform Support Services remotely. The number of Administrative Days in any twelve-month Services Period will not exceed sixteen (16) Business Days (or the prorated number of Business Days for the Services Period). Elastic may at any time and for any reason substitute the DSE with another qualified engineer.

The DSE Support Subscription does not automatically renew. Any renewal will be by mutual agreement only.

Customer profile:

- Can be applied to any Solution(s): Search, Observability, Security, or any other use cases on the Elastic Stack or Elastic Cloud.
- Can be applied to the following subscription levels:
  - Elastic Cloud: Platinum and Enterprise
  - Self-managed: Platinum and Enterprise
- Can be applied to any deployment type.
- Can only be applied to annual or multi-year subscriptions.
- Applicable for customers looking for a more personal experience with Elastic Support, in which a named Support Engineer gains expertise in the customer's use case(s) and architecture(s).
- Applicable for customers who want more proactive services and for Elastic Support to feel like a part of the customer's team.

Common tasks within the engagement:

- Assignment of all applicable cases raised during the DSE's Available Hours.
- Key business milestone check ins (e.g., go live, upgrades).
- Guidance and planning e.g., use case extension, operational best practice audits, post-launch performance assessments, backup & recovery best practice review.
- Technical onboarding support.
- Internal advocacy on customer-critical issues.

Included in scope:

- Up to 25 hours' work per month
- DSE can work across several use cases or projects on active subscriptions agreed upon with Elastic.
- DSE services can only be fulfilled whilst a supported subscription is active.
- DSE availability during Business Hours.
- Remote-only assistance.
- Monthly check-ins.
- Monthly case reports.
- Maintained environment profile.

Out of scope:

- Writing code.
- Directly making changes on customer's behalf.
- On-site visits.
- Modification or manipulation of customer production data, applications, or environment.
- Review or analysis of customer data, except within a customer-provided, non-production environment.
- Deployments that leverage custom use cases or custom integrations.
- Recommendations, handling, or administration of third-party software, software data, or systems.
- The Designated Support Engineer services are non-transferable and only for Customer's internal use. Customer may not use the Designated Support Engineer to provide Support Services to a third party or for any Subscriptions not designated as a DSE Support Subscription.
- Out of Scope Services and Items: Elastic shall not be responsible for any services or items that are not expressly included in the Support Services Description, which shall be the responsibility of Customer.

The Designated Support Engineer services are Commercial Services as that term is defined in the Federal Acquisition Regulation (FAR) at 48 C.F.R. 2.101

Definitions

1. *"**Administrative Day**" is a Business Day consisting of training, volunteer time off, or required attendance at company events.*
2. *"**Available Hours**" means Business Hours on Business Days, except for Administrative Days.*
3. *"**Business Day**" is a day that is not (i) a Saturday or Sunday, (ii) a local statutory holiday, or (iii) any additional holiday or paid time off recognized by Elastic, in each case in the location of the Designated Support Engineer performing the Support Services.*
4. *"**Business Hours**" means the hours between 9:00 a.m. and 5:00 p.m. Monday to Friday in a time zone supported by Elastic.*

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