



## ELASTIC CLOUD CONNECTED SERVICES ADDENDUM

**NOT FOR EDITING OR NEGOTIATION.**

**Effective Date: July 31, 2025**

This **ELASTIC CLOUD CONNECTED SERVICES ADDENDUM** (“**Addendum**”) is entered into between Elastic and Customer and sets forth additional terms and conditions related to Customer’s election to add access to and use of Elastic’s Cloud Connected features and functions to Customer’s Subscription Agreement, Elasticsearch License, and/or Cloud Trial Agreement, (“**Agreement**”) as applicable. The “Effective Date” of the Addendum is the date upon which Customer’s authorized representative accepts the terms of this Addendum. By entering this Addendum, you represent and warrant that you are duly authorized to accept the terms of this Addendum on behalf of Customer, and that Customer agrees to be bound by the terms with regard to its usage of the Elastic’s Cloud Connected features and functions.

### 1. DEFINITIONS.

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

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

“**Billing FAQs**” means Elastic’s “Billing FAQ” document located at <https://www.elastic.co/docs/deploy-manage/cloud-organization/billing/billing-faq#faq-payment>.

“**Cloud Connect**” or “**Cloud Connected Services**” means the Cloud Connected features and functions that are generally made available by Elastic to its customers during the applicable Software Subscription Term.

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

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

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

“**Order Form**” means an ordering document provided by Elastic pursuant to which Customer, or a Reseller acting on Customer’s behalf, purchases a Software Subscription.

“**Subscription Agreement**” means the terms and conditions applicable to Customer’s access and use of a Software Subscription as set forth in the applicable Order Form.

### 2. CLOUD CONNECT / SUBSCRIPTION / ACCOUNT.

**2.1 CLOUD CONNECT.** Subject to the terms and conditions of the Agreement, Customer is granted the right to access and use Cloud Connect in connection with its Software Subscription during the applicable Subscription Term. For the avoidance of doubt, this Addendum shall also apply to any add-ons or renewals to Customer’s Software Subscription. Elastic may from time to time update the features and functions of Cloud Connect, provided that such updates shall not materially or adversely reduce the level of performance, functionality, or availability of Cloud Connect during a Subscription Term.

**2.2 SOFTWARE SUBSCRIPTION.** In order to access and use Cloud Connect, Customer must have: (a) an eligible Software Subscription; (b) created an Account (as defined and described below); and (c) linked its Software Subscription cluster(s) to the applicable Account.

**2.3 ACCOUNT.** In order to access and use Cloud Connect, Customer shall first register for an Organizational ID via the sign up site located at <https://cloud.elastic.co/registration> (each, an “**Account**”). Each Software Subscription requires its own unique Account. Customer shall not register multiple Accounts relating to a single Subscription. Customer is responsible for all activities that occur under its Account, including maintaining the security of the login credentials and the correct configuration of access control lists for its Account. Customer shall promptly notify Elastic of any known or suspected unauthorized use and/or access of its Account, or any other breaches of security of which you become aware. Elastic shall have no liability for any acts or omissions on Customer’s part, including any damages of any kind incurred as a result of such acts or omissions. Customer’s Account will be the main point of contact with respect to Cloud Connected Services. Any communications (including notices, which shall be deemed delivered when sent) regarding Cloud Connected Services will be sent to the email address registered with Customer’s Account.

**2.4 SOFTWARE AGENT.** If applicable, Customer may install on a Customer endpoint the object code version of an Elastic-produced software agent (“**Software Agent**”). The Software Agent shall be deemed part of Cloud Connect. 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 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.

### 3. 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 CLOUD CONNECT.**

**3.1 PAYMENT.** Customer may be required to pay a fee for the right to access and use certain Cloud Connect features and functions. Fees will be identified on the applicable registration, or pricing page(s) that are presented or made available to Customer prior to initial sign up or purchase and shall be payable in accordance with the requirements set forth in the Billing FAQs or other ordering document. Any and all payments Customer makes 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. Customer is responsible for keeping its payment details up to date. Elastic reserves the right to require up-front payment for some Cloud Connect features or functions.

**3.2 FEE CHANGES.** Elastic may change its fees and payment policies at any time. Changes to the fees or payment policies will be communicated through any of our established communication channels.

### 4. PERSONAL DATA PROCESSING/PRODUCT USAGE DATA.

To the extent Elastic processes any Customer Personal Data (as defined in the Elastic DPA) in the course of providing Cloud Connected Services, such processing shall be governed by the Elastic DPA. For the avoidance of doubt, this is without prejudice to the terms governing Elastic’s processing of any Customer Personal Data for purposes other than the provision of Cloud Connect. By accessing and using Cloud Connect, Customer acknowledges and agrees that Elastic may collect certain statistical and other information about Customer’s configuration and use of Cloud Connect (“**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>.

### 5. OWNERSHIP / RESTRICTIONS.

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

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

**5.3 RESTRICTIONS.** Customer 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.

**5.4 ACCEPTABLE USE.** Customer shall not (and shall not permit any other party to) use and/or access Cloud Connect: (a) in violation of any applicable laws; (b) in a manner that poses a risk to the availability, functionality and/or security of Cloud Connect; (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.

## 6. WARRANTY.

**6.1 CLOUD CONNECT PERFORMANCE WARRANTY.** Elastic warrants that during the applicable Subscription Term, Cloud Connect, 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, Elastic's sole obligation, and Customer's exclusive remedy shall be for Elastic to: (a) correct any failure(s) of Cloud Connect 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, Customer may elect to terminate its use of Cloud Connect, and Elastic shall promptly refund to Customer any pre-paid, unused fees paid by Customer to Elastic for such Cloud Connect use. The warranty set forth in this Section 6.1 does not apply if Cloud Connect: (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.

6.2 The warranties set forth in this Section 6 only apply when notice of a warranty claim is provided to Elastic during the applicable Subscription Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Elastic.

**6.3 WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, ELASTIC MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO 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 CLOUD CONNECT, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

**6.4 HIGH-RISK ACTIVITIES PROHIBITION.** CLOUD CONNECT IS 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 CLOUD CONNECT, COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, CUSTOMER'S USE OF CLOUD CONNECT PROVIDED UNDER THE AGREEMENT IN HIGH RISK ACTIVITIES SHALL BE AT CUSTOMER'S SOLE RISK AND ELASTIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY CUSTOMER.