ELASTIC COMMERCIAL SOFTWARE TRIAL LICENSE AGREEMENT

THIS **ELASTIC TRIAL LICENSE AGREEMENT** (This "**Agreement**"), is entered into as of the date on which it is fully executed ("**Effective Date**"), by and between Elasticsearch B.V., with offices located at Keizersgracht 281 1016 ED Amsterdam, The Netherlands ("**Elastic**"), and the entity identified as the "Customer" on the signature block of this Agreement (**"Customer"**). This Agreement governs Customer's installation and use of the Trial Features and Functions of the Commercial Software. Capitalized terms not defined at first use shall have the meaning set forth in Section 6 (Definitions).

1. COMMERCIAL SOFTWARE LICENSES AND RESTRICTIONS

1.1 <u>License Grants</u>. Subject to the terms and conditions of this Agreement, Elastic grants to Customer, for a period of thirty (30) days from the Effective Date (the "**Trial Term**"), a limited, non-exclusive, non-transferable, fully paid up, right and license (without the right to grant or authorize sublicenses) solely for Customer's internal, evaluation use in a non-production capacity, to (i) install and use, in object code format, the Trial Features and Functions of the Commercial Software, (ii) use the Documentation in connection with Customer's exercise of the foregoing license; and (iii) permit Contractors and Customer's Affiliates to use the Trial Features and Functions of the Commercial Software and Documentation as set forth in (i) and (ii) above, provided that such use by Contractors must be solely for Customer's benefit, and Customer shall be responsible for all acts and omissions of such Contractors and Affiliates in connection with their use of the Commercial Software that are contrary to the terms and conditions of this Agreement. Customer understands that upon expiration of the Trial Term, Customer will no longer be able to use the Trial Features and Functions, unless Customer either (a) purchases a Subscription or (b) obtains from Elastic written consent (e-mail sufficient) to extend the Trial Term, which may be granted by Elastic in its sole and absolute discretion.

1.2 <u>Reservation of Rights; Restrictions</u>. As between Elastic and Customer, Elastic owns all right title and interest in and to the Commercial Software and any derivative works thereof, and except as expressly set forth in Section 1.1 above, no other license to the Commercial Software is granted to Customer by implication, estoppel or otherwise. Customer agrees not to: (i) reverse engineer or decompile, decrypt, disassemble or otherwise reduce any Commercial Software or any portion thereof to human-readable form, except and only to the extent any such restriction is prohibited by applicable law, (ii) prepare derivative works from, modify, copy or use the Commercial Software in any manner; (iii) except as expressly permitted in Section 1.1 above, transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Commercial Software in whole or in part to any third party; (iv) circumvent the limitations on use of the Commercial Software that are imposed or preserved by any License Key, (v) deploy the Commercial Software on or in connection with any third party infrastructure as a service that includes any Elastic-branded software as a service; or (vi) make available to any third party any analysis of the results of operation of the Commercial Software, including benchmarking results, without the prior written consent of Elastic. Customer also agrees not to: (a) access or use any Elastic-hosted infrastructure or related data, systems, or networks (collectively, "**Elastic-Hosted infrastructure**") that might interface with components of the Commercial Software for purposes of monitoring the availability, performance or functionality of such Elastic-Hosted infrastructure or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (b) interfere with or disrupt the integrity or performance of any Elastic-Hosted infrastructure; or (c) attempt to gain unauthorized access to any Elastic-Hosted infrastructure.

1.3 <u>Third Party Open Source Software</u>. The Commercial Software may contain or be provided with third party open source libraries, components, utilities and other open source software (collectively, "**Open Source Software**"), which Open Source Software may have applicable license terms as identified on a website designated by Elastic or otherwise provided with the Commercial Software or Documentation. Notwithstanding anything to the contrary herein, use of the Open Source Software shall be subject to the license terms and conditions applicable to such Open Source Software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder, but may contain additional rights). To the extent

any condition of this Agreement conflicts with any license to the Open Source Software, the Open Source Software license will govern with respect to such Open Source Software only.

1.4 <u>Compliance with Law</u>. Customer represents and warrants that Customer is not listed on (a) the U.S. Commerce Department's Entity List, Denied Persons List, and Unverified List; (b) the U.S. Treasury Department's Specially Designated Nationals & Blocked Persons List; or (c) the U.S. State Department's Debarred Parties List (together, the "**Restricted Lists**") and will not transfer Customer's trial to, or let Customer's trial be used by, any party listed on any Restricted Lists. Customer further acknowledges that the Commercial Software is subject to the Export Administration Regulations ("**EAR**") (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. Customer represents and warrants that Customer is now and during the Trial Term will remain compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer or disclose the Commercial Software (or any portion thereof) to any person contrary to such laws or regulations. Customer acknowledges that remote access to the Commercial Software may in certain circumstances be considered a re-export of the Commercial Software, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

2. TERM AND TERMINATION

2.1 <u>Term</u>. Unless earlier terminated under Section 2.2 below, this Agreement is effective upon the Effective Date, and shall remain in force for the duration of the Trial Term.

2.2 <u>Termination</u>. Customer may terminate this Agreement at any time by ceasing to use the Trial Features and Functions of the Commercial Software. This Agreement shall automatically terminate in the event that Customer breaches the scope of a license granted in Section 1.1 of this Agreement, provided that Elastic reserves the right to retroactively waive such automatic termination upon written notice to Customer.

2.3 <u>Post Termination or Expiration</u>. Upon termination or expiration of this Agreement, for any reason, Customer shall promptly cease the use of the Trial Features and Functions and Documentation.

2.4 <u>Survival</u>. Sections 1.2, 2.3, 3, 4, 5 and 6 shall survive any termination or expiration of this Agreement.

3. DISCLAIMER OF WARRANTIES

3.1 <u>Malicious Files Disclaimer</u>. To facilitate Customer's evaluation of certain Elastic security products, Elastic may provide Customer with samples of malicious files or code or similar data. These samples will only be provided to Customer with Customer's permission and with notice regarding the contents of such files. Elastic disclaims any warranty, responsibility or liability associated with such materials, including any damage to Customer's data or devices.

3.2 <u>Disclaimer</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMMERCIAL SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND ELASTIC AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING THE COMMERCIAL SOFTWARE OR DOCUMENTATION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE COMMERCIAL

SOFTWARE AND DOCUMENTATION, AND WITH RESPECT TO THE USE OF THE FOREGOING. FURTHER, ELASTIC DOES NOT WARRANT RESULTS OF USE OR THAT THE COMMERCIAL SOFTWARE WILL BE ERROR FREE OR THAT THE USE OF THE COMMERCIAL SOFTWARE WILL BE UNINTERRUPTED.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL ELASTIC OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS 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 USE OR INABILITY TO USE THE COMMERCIAL SOFTWARE, OR THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF THE RESPONSIBLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ELASTIC'S OR ITS AFFILIATES' TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED US$500.

5. MISCELLANEOUS

This Agreement completely and exclusively states the entire agreement of the parties regarding the subject matter herein, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement may be modified by Elastic from time to time, and any such modifications will be effective upon the date of update stated in the modified Agreement. If any provision hereof is held unenforceable, this Agreement will continue without said provision and be interpreted to reflect the original intent of the parties. This Agreement and any non-contractual obligation arising out of or in connection with it, is governed exclusively by Dutch law. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. All disputes arising out of or in connection with this Agreement, including its existence and validity, shall be resolved by the courts with jurisdiction in Amsterdam, The Netherlands, except where mandatory law provides for the courts at another location in The Netherlands to have jurisdiction. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense. A breach or threatened breach, by Customer of Section 1.1 or 1.2 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore Elastic shall be entitled to seek injunctive relief without being required to post a bond. Customer may not assign this Agreement (including by operation of law in connection with a merger or acquisition), in whole or in part to any third party without the prior written consent of Elastic, which may be withheld or granted by Elastic in its sole and absolute discretion. Any assignment in violation of the preceding sentence is void. Notices to Elastic may also be sent to **legal@elastic.co**.

6. DEFINITIONS

The following terms have the meanings ascribed:

6.1 **"Affiliate"** means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity, or the contractual right to establish policy for, and manage the operations of, the entity.

6.2 "**Commercial Software**" means Elastic software licensed under a proprietary license.

6.3 **"Contractor"** means any third party contractor performing services on Customer's behalf.

6.4 **"Documentation"** means the end user documentation published at **https://www.elastic.co/guide/index.html** by Elastic.

6.5 **"License Key"** means an alphanumeric code that enables the Trial Features and Functions of the Commercial Software for the Trial Term.

6.6 **"Subscription"** means a Customer's right, pursuant to a separate agreement between Customer and Elastic, to receive support services and a license to use the Commercial Software in a production capacity.

6.7 **"Trial Features and Functions"** means those features and functions of the Commercial Software that are eligible for use on a trial basis under this Agreement.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

ELASTICSEARCH BV

Signature:

Name:

Title:

Date:

CUSTOMER:

Signature:

Name:

Title:

Date:

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