

Exhibit A

Elasticsearch Service

Service Level Agreement

Effective Date: September 23, 2021

This **Elasticsearch Service Service Level Agreement** (“**SLA**”) is the primary document used to communicate Elastic’s service level policies to customers (each, a “**Customer**”) who use the Elasticsearch Service (“**ESS**”) in a High Availability configuration under a fixed-term subscription (“**Subscription**”). Capitalized terms not defined herein have the definition set forth in the agreement between the applicable Elastic entity and Customer, pursuant to which Customer purchased its ESS Gold, Platinum, Enterprise, or Private Subscription (“**Subscription Agreement**”). This SLA sets forth Elastic’s service level terms and conditions, as well as provides a description of Elastic’s service levels, for Customers whose Subscription Agreements reference this SLA. This SLA applies separately to each of Customer’s accounts with ESS. Elastic reserves the right to reasonably modify the terms of this SLA during the Subscription Term. However, Elastic agrees not to materially diminish the service levels during the Subscription Term.

1. ESS Availability Target

Elastic will use commercially reasonable efforts to make highly available Customer deployments on ESS available to the Customer with a Monthly Uptime Percentage of at least 99.95%, in each case during any full calendar month (the “**ESS Availability Target**”) during the Subscription Term. In the event Elastic does not meet the ESS Availability Target, Customer will be eligible to receive a Service Credit as described below.

2. Definitions

“**High Availability**” means that a deployment is running across at least two (2) availability zones.

“**Interval**” means a continuous period of five minutes.

“**Monthly Subscription Fee**” means the fees prepaid for the Usage Period in which the Unavailability occurred, divided by the number of months in that Usage Period.

“**Monthly Uptime Percentage**” is calculated per ESS deployment, by subtracting from 100% the percentage of Intervals during a full calendar month in which the ESS deployment was Unavailable.

“Service Credit” is a monetary credit, calculated as set forth below, that Elastic may credit back to an eligible account.

“Subscription Term” means the term of the Subscription.

“Unavailable” means all continuous connection attempts to a High Availability deployment have failed during an Interval, provided the reason is not an Exclusion.

“Unavailability” means the state of being Unavailable.

“Usage Period” means that period of the Subscription Term during which prepaid Resources or credits are available for consumption.

3. Service Credits

Service Credits are calculated, in accordance with the schedule below, as a percentage of the applicable Monthly Subscription Fee, prorated for the fee contribution of the deployment(s) affected by the Unavailability to the overall fees for ESS usage in a given month:

<u>Monthly Uptime Percentage</u>	<u>Service Credit Percentage</u>
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95%	30%
Less than 95%	100%

Elastic will apply any Service Credits against future ESS Gold, Platinum, Enterprise, or Private Subscription fees otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Elastic. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other Customer account, or transferred to any third party. Unless otherwise provided in the Subscription Agreement, Customer’s sole and exclusive remedy for any Unavailability, non-performance, or other failure of ESS to meet the ESS Availability Target, is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. If availability is impacted by factors other than those used in Elastic’s Monthly Uptime Percentage calculation, then Elastic may issue a Service Credit considering such factors at its discretion.

4. Credit Request and Payment Procedures

To receive a Service Credit, Customer must (1) open a ticket with the Elastic Support Center at support.elastic.co within 24 hours of first becoming aware of the applicable Unavailability and (2) within five (5) days of the applicable Unavailability, follow up on the initial ticket with a credit request that includes all of the following information:

- the words “SLA Credit Request” in the subject line;
- the dates and times of each Unavailability incident claimed by Customer;
- the affected account; and
- Customer’s Request logs that document the errors and corroborate Customer’s claim(s) of Unavailability outage (any confidential or sensitive information in these logs should be removed **or** replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Elastic and is lower than the ESS Availability Target, then Elastic will issue the Service Credit to Customer during the next applicable billing cycle following the month in which Customer’s request is confirmed by Elastic. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

5. Exclusions

The Monthly Uptime Percentage calculation does not take into account any ESS unavailability that is caused by, or results from, the following (collectively, “**Exclusions**”):

- (i) a suspension or termination of Customer’s access to ESS in accordance with the applicable Subscription Agreement;
- (ii) factors outside of the reasonable control of Elastic, including any force majeure event or Internet access or related problems;
- (iii) any actions or inactions of Customer or any third party, including failure to acknowledge a recovery volume, cluster misconfiguration, or lack of sufficient compute capacity sizing;
- (iv) Customer’s equipment, software or other technology;
- (v) third party equipment, software or other technology not under Elastic’s direct control (including, without limitation, third party cloud providers such as Amazon Web Services, Google Cloud

Platform, and Microsoft Azure used to host ESS);

- (vi) Customer misconfiguring security groups, VPC configurations or credential settings, attempting to connect from an IP address not in the approved allowed list of IP addresses as configured by the customer, exceeding the number of connection limit, or client-side DNS issues;
- (vii) Customer's usage of ESS features that are no longer supported or that have been deprecated;
- (viii) Customer's usage of Elasticsearch versions that are no longer supported on ESS; or
- (ix) Customer's usage of preview, pre-release, beta, or trial versions of the Elasticsearch or ESS features.