

# Elastic Elasticsearch Service

## U.S. Based Support Services

### Policy for GovCloud

### Standard/Gold/Platinum/Enterprise

### Subscription Levels

#### NOT FOR EDITING

Effective Date: November 13, 2024

## 1. SCOPE OF U.S.BASED SUPPORT SERVICES DETAILS

This U.S. based Support Services Policy ("U.S. Based Support Services Policy") for the Elastic Elasticsearch GovCloud Service ("Elasticsearch Service"), describes the U.S. based support services, which include general assistance and support regarding the use of the Elasticsearch Service ("U.S. Based Support Services"), provided by Elastic to customers (each, a "Customer") that have purchased a subscription to use the Elasticsearch Service in the AWS GovCloud ("GovCloud Subscription") at either **GovCloud Standard, Gold, Platinum, or Enterprise** Subscription Level ("GovCloud Subscription Level"). Capitalized terms not defined in this U.S. Based Support Policy have the definition set forth in the applicable agreement pursuant to which Customer purchased its GovCloud Subscription.

## 2.U.S.BASED SUPPORT SERVICES OFFERINGS.

Elastic offers four different "Support Levels" of U.S. Based Support Services based on a Customer's GovCloud Subscription Level as described in the table below:

GovCloud Subscription Level:	Standard	Gold	Platinum	Enterprise
Support Level:	Limited	Base	Enhanced	Premium

## 3. SUPPORT LEVELS.

This Section 3 describes the U.S. Based Support Services provided by Elastic for each Support Level, including the hours of operation, response times, methods of support and other matters applicable to each Support Level. For the purposes of this U.S. Based Support Policy, the following definitions shall apply:

"Business Day" means Monday through Friday other than a day designated from time to time as a national holiday in the United States.

"Incident" means a single question or issue submitted by Customer's designated Support Contact using U.S. Based Support Services.

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

Elastic shall use commercially reasonable efforts to meet the applicable "Target Initial Response" set forth below. Customer acknowledges that the time required for resolution of Incidents may vary depending on the specific circumstances of each incident, including, without limitation, the nature of the incident, the extent and accuracy of information available about the incident, and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by Elastic to achieve incident resolution. Elastic addresses incident resolution through a number of mechanisms. Elastic may also, in its discretion, reach out to Customer proactively to offer onboarding support and other forms of technical assistance in Customer's use of the Elasticsearch Service.

For all U.S. Based Support Services requests, Customer must send an email to [support@elastic.co](mailto:support@elastic.co) or via Elastic's web-based **Support Hub** (Elastic's preferred method). In either case, a request for U.S. Based Support Services must be submitted prior to engaging an Elastic resource.

Once the appropriate U.S. Based Support Services request is submitted, the most optimal method of contact may be utilized [Email, Phone or Support Hub], as may be available for the applicable Support Level. **Severity Level 1 and 2** Incidents must be submitted via the web-based Support Hub. **Severity Level 3** Incidents must be submitted via email or the web-based Support Hub. All email based production tickets will be treated as **Severity Level 3**.

### Premium Support Level

**Normal Hours of Operation:** 24 x 7 x 365  
**Method:** Email, Phone or Support Hub  
**Included Number of Support Contacts:** 8  
**Annual Incidents:** Unlimited  
**Support Staffing:** U.S. person on U.S. soil

Severity	Target Initial Response
Level 1	30 minutes
Level 2	4 Hours
Level 3	1 Business Day

### Enhanced Support Level

**Normal Hours of Operation:** 24 x 7 x 365  
**Method:** Email, Phone or Support Hub  
**Included Number of Support Contacts:** 8  
**Annual Incidents:** Unlimited  
**Support Staffing:** U.S. person on U.S. soil

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

### Base Support Level

**Normal Hours of Operation:** 8AM – 6PM during a Business Day in the time zone applicable for the location shown on the Order Form ("Business Hours").  
**Method:** Email, Phone or Support Hub  
**Included Number of Support Contacts:** 6  
**Annual Incidents:** Unlimited  
**Support Staffing:** U.S. person on U.S. soil

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

#### Limited Support Level

- **Limited Support Level:** The Support Services Policy for Customers of Elasticsearch Service at the GovCloud Standard Subscription Level is available at: <https://www.elastic.co/support/welcome/cloud>.
- **Support Staffing:** U.S. person on U.S. soil.

## 4.SEVERITY LEVEL DEFINITIONS.

### Severity Level 1

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

### Severity Level 2

The Customer's Elasticsearch Service environment is functioning but 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. Elastic will use reasonable efforts during the Normal Hours of Operation stated above to provide a resolution for any Severity Level 2 Incidents.

### Severity 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 Severity Level 3 Incidents in time for an upcoming update to Elasticsearch Service. All inbound production email cases shall have an initial status of Severity Level 3.

## 5.CUSTOMER OBLIGATIONS.

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 U.S. Based Support Services.

As a precondition for requesting U.S. Based Support Services from Elastic, Customer 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 U.S. Based 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 U.S. Based Support Services.

## 6.U.S.BASED SUPPORT SERVICE EXCLUSIONS.

Elastic will have no obligation to provide U.S. Based Support Services to Customer in the event that: (i) Elasticsearch Service 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 Elasticsearch Service, or other causes beyond the reasonable control of Elastic; (iii) the problem is due to third party software. The U.S. Based Support Services do not cover the support of any third party software which integrates with Elasticsearch Service 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 U.S. Based Support Services do not include the following: (a) Customer's failure to comply with operating instructions contained in the documentation; (b) installation, configuration, management and operation of Customer's applications; (c) APIs, interfaces or data formats other than those included with Elasticsearch Service; or (d) any training.

## 7.VERSION SUPPORT.

Visit <https://www.elastic.co/guide/en/cloud/current/ec-version-policy.html>, for details on Elastic's version policy for Elasticsearch Service and what happens when a version reaches its end of Maintenance and Support and when Elastic retires a Product.

## 8.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:** US Federal: Designated Support Engineer

**Duration:** Minimum 9 months, Maximum 3 years

**Staffing:** U.S. person on U.S. soil

#### 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

**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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