

## INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT

Thank you for your interest in making a Contribution to a project of Elasticsearch, BV, a Netherlands company with notice address at [Rijnsburgstraat 9-1, 1059 AT Amsterdam, The Netherlands] (“Elasticsearch” or “we”). In order to clarify the intellectual property license granted with Contributions from you, Elasticsearch must have an Individual Contributor License Agreement (“ICLA”) on file that has been signed by you, a developer of software or other technology (either an individual or an entity), indicating agreement to the license terms below.

By electronically signing below, you are consenting to transact electronically and are entering into a binding contract, and you accept and agree to the following terms and conditions for your Contributions submitted to Elasticsearch. BEFORE SIGNING AND/OR CLICKING A BUTTON TO E-SIGN OR ACCEPT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY TERMS OF USE PROVIDED THROUGH THE SIGNING PROCESS.

If you are not authorized as set forth above, do not complete the electronic signing process or contribute your code and instead have a person authorized to sign for and bind the copyright owner of the Contribution complete the acceptance process.

If the copyright owner or the person authorized by the copyright owner to enter into this Agreement is an entity (corporation, partnership or otherwise), the individual entering into this CLA must be authorized to sign for and bind such entity.

The rights that you grant to us under these terms are effective on the date you first submitted a Contribution to us, even if your submission took place before the date you agreed to these terms and conditions.

### 1. Definitions.

“**You**” (or “**your**”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this CLA with Elasticsearch. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

“**Contribution**” shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by you to Elasticsearch for inclusion in, or documentation of, any of the products owned or managed by Elasticsearch (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to Elasticsearch or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Elasticsearch for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by you as “Not a Contribution.”

2. Grant of Copyright License. Subject to the terms and conditions of this CLA, you hereby grant to Elasticsearch and to recipients of software distributed by Elasticsearch a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this CLA, you hereby grant to Elasticsearch and to recipients of software distributed by Elasticsearch a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by you that are necessarily infringed by your Contribution(s) alone or by combination of your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against you or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you

have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this CLA for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent and warrant that you are the exclusive owner of the copyright in the Contribution.

5. You represent that each of your Contributions is your original creation (see Section 4 for submissions in which your employer has rights). You represent that your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of your Contributions

6. You are not expected to provide support for your Contributions, except to the extent you desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, you provide your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. You agree to notify Elasticsearch of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

8. The relationship of the parties under this Agreement is that of independent contractors, and neither party will have the right to act as the agent of the other party. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflicts of laws principles. Any term of this Agreement may be amended or waived only with the written consent of Elasticsearch and Company. Any notice required or permitted to be given under this Agreement shall be delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party first set forth above, or to such other address as a party may designate by written notice in accordance with this Section 8, (iii) by overnight courier, or (iv) by fax or e-mail with receipt confirmed or confirming copy mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. This Agreement may not be assigned without consent of the other party, except to a party's successor-in-interest to all or substantially all of the business or assets of the assigning party. Any assignment made in contravention of the above shall be void and of no effect. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as to best reflect the original intent of the parties. This Agreement constitutes the sole entire agreement between the parties pertaining to the subject matter hereof, and supersedes all oral negotiations and prior writings with respect to the subject matter within this Agreement.

Signed

DocuSigned by:  
*Anas Jabri*  
30987709899B4B6...

Title

SWE

Github Username

Anasjabri

Date

7/27/2020

## Certificate Of Completion

Envelope Id: 665CAD043C71413A87B01A07207D33F9	Status: Completed
Subject: Please DocuSign: Individual Contributor License Agreement_encrypted_.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Committers
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	committers@elastic.co
	IP Address: 173.38.117.79

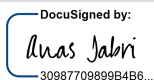
## Record Tracking

Status: Original	Holder: Committers	Location: DocuSign
7/27/2020 6:14:29 PM	committers@elastic.co	

## Signer Events

Anas Jabri  
 anasjabrimail@gmail.com  
 Security Level:  
 DocuSign.email  
 ID: 1  
 7/27/2020 6:14:31 PM

## Signature

DocuSigned by:  
  
 30987709899B4B6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 173.38.117.79

## Timestamp

Sent: 7/27/2020 6:14:30 PM  
 Viewed: 7/27/2020 6:14:39 PM  
 Signed: 7/27/2020 6:15:26 PM

## Electronic Record and Signature Disclosure:

Accepted: 7/20/2020 7:24:14 PM  
 ID: e8fce6e9-706d-4c03-a2c6-bfa9df01e585

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/27/2020 6:14:30 PM
Certified Delivered	Security Checked	7/27/2020 6:14:39 PM
Signing Complete	Security Checked	7/27/2020 6:15:26 PM
Completed	Security Checked	7/27/2020 6:15:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Elasticsearch, Inc.-General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Elasticsearch, Inc.-General:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [corpagreements@elastic.co](mailto:corpagreements@elastic.co)

### **To advise Elasticsearch, Inc.-General of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [corpagreements@elastic.co](mailto:corpagreements@elastic.co) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Elasticsearch, Inc.-General**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [corpagreements@elastic.co](mailto:corpagreements@elastic.co) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Elasticsearch, Inc.-General**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [corpagreements@elastic.co](mailto:corpagreements@elastic.co) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Elasticsearch, Inc.-General as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Elasticsearch, Inc.-General during the course of your relationship with Elasticsearch, Inc.-General.