Elastic End User License Agreement

1. You shall look solely to Red Canary to satisfy any obligations under Your agreement with Red Canary.
2. You shall comply with all laws applicable to your use of Elastic products and services, including data privacy laws and U.S. export control and sanctions laws.
3. You shall not sell, resell, rent, lease, offer any time-sharing arrangement, service bureau or any service based upon the Elastic products and services.
4. You shall not make available to any third party any analysis of the results of operation (including benchmarking results) of any Elastic products and services or, if applicable, the software component of the Elastic products and services required to be installed on each endpoint ("Software Component"), as accessed via the Elastic products and services.
5. The Software Component is licensed, not sold, as a component to be managed by Red Canary, and is not licensed on a stand-alone basis.
6. Title to the Software Component does not pass to the You, and You acknowledge that the Software Component is and shall remain the sole and exclusive property of Elastic. Elastic reserves all rights to the Software Component except that You are granted the non-exclusive license and right to install and use, in object code format, the Software Component on Your endpoints, up to the total number of endpoints specified in the applicable Order Form, and solely to the extent necessary for the Software Component to be managed by Red Canary for the duration of the appliable subscription term.
7. The Elastic products and services, and technologies related thereto are 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. You are now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Elastic goods, software or technology or disclose any Elastic software or technology to any person contrary to such laws or regulations. You acknowledge that remote access to Elastic products and services may in certain circumstances be considered a re-export of such Elastic products and services, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.
8. Elastic may collect and use data derived from, or communicated to, the Software Component that is related to malicious or potentially malicious code, attacks or activity ("Threat Data") for threat analysis and mitigation, customer support, product management and improvement, and research and development. Threat Data will not be shared with third parties in a manner attributable to an individual, You, or Red Canary.
9. You agree not to:
    (i) reverse engineer or decompile, decrypt, disassemble or otherwise reduce any Software Component or any portion thereof, in either case, that has not been licensed in source code form by Elastic, to human-readable form except and only to the extent any such restriction is prohibited by applicable law;
    (ii) deploy or use the Software Component on a stand-alone basis or for any purpose other than as a component to be managed;
    (iii) prepare derivative works from, modify, copy or use the Software Component in any manner;
    (iv) transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Software Component in whole or in part to any third party;
    (v) alter or remove any marks and notices in the Software Component; or
    (vi) (a) access or use any Elastic-hosted infrastructure or related data, systems, or networks (collectively, "Elastic-Hosted infrastructure") that interface with the Software Component 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.