aMiSTACX

Version 1.4 Updated: February 10th, 2019

EULA

Your copy of an ("Amazon Machine Image" or "AMI"), ("the Software Product"), provided by aMiSTACX and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. White Square Media, Inc., DBA. aMiSTACX or its subsidiaries, affiliates, and suppliers (collectively "the company") own intellectual property rights in the Software Product. Other third party software that is used to build the AMI retain all of their rights and intellectual property as defined in their indvidiual licenses, copyrights, and all other forms of intellectual property. That The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

Acceptance
YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL, USE, DISTRIBUTE, OR COPY THE SOFTWARE PRODUCT.

License Grant
This Agreement entitles you to install and use one copy of the Software Product hosted on Amazon Web Services ("AWS") and in accordance with AWS Marketplace usage and distribution agreements. In addition, you may make archival copies of the Software Product on AWS that is for use with your original AWS Customer Account ID only. You may use the Software Product in accordance with its intended use; e.g. the S3Rocket module may be used in an AWS auto scale group that may function on multiple approved aMiSTACX AMIs working independently or cohesively as a server farm, and used by the original AWS User Account ID and AWS Marketplace listing Product Code and Product ID.

Restrictions on Transfer
Without first obtaining the express written consent of the company, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use
You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.

Restrictions on Alteration
You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product.

Restrictions on Copying
You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium.

Disclaimer of Warranties and Limitation of Liability
UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY THE COMPANY, THE COMPANY
MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING,
BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR
A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE
LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE PRODUCT.

The company makes no warranty that the Software Product will meet your
requirements or operate under your specific conditions of use. The company
makes no warranty that operation of the Software Product will be secure,
error free, or free from interruption. YOU MUST DETERMINE WHETHER THE
SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND
UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY
LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR
REQUIREMENTS. THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE
OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.
THE COMPANY DOES NOT SUPPORT ANY THIRD PARTY APPLICATION, DRIVER, MODULE,
PLUGIN, OR THEME.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES
OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL,
SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING
LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT,
OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE
PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE
NEGLIGENCE OF THE COMPANY OR ANY OTHER PARTY, EVEN IF THE COMPANY IS ADVISED
BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE
APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED
WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT
PERMITTED.

Limitation of Remedies and Damages
Your remedy for a breach of this Agreement or of any warranty included in
this Agreement is the correction or replacement of the Software Product.
Selection of whether to correct or replace shall be solely at the discretion
of the company. The company reserves the right to substitute a functionally
equivalent copy of the Software Product as a replacement.

Any claim must be made within the applicable warranty period. All warranties
cover only defects arising under normal use and do not include malfunctions
or failure resulting from misuse, abuse, neglect, alteration, problems with
electrical power, acts of nature, unusual temperatures or humidity, improper
installation, or damage determined by the company to have been caused by you.
All limited warranties on the Software Product are granted only to you and
are non-transferable.
You agree to indemnify and hold the company harmless from all claims,
judgments, liabilities, expenses, or costs arising from your breach of this
Agreement and/or acts or omissions.

Governing Law, Jurisdiction and Costs
This Agreement is governed by the laws of the U.S. state of Wyoming, without
regard to Wyoming's conflict or choice of law provisions.

Severability
If any provision of this Agreement shall be held to be invalid or
unenforceable, the remainder of this Agreement shall remain in full force and

effect. To the extent any express or implied restrictions are not permitted
by applicable laws, these express or implied restrictions shall remain in
force and effect to the maximum extent permitted by such applicable laws.

***

** Apache **

Apache License
                         Version 2.0, January 2004
                        http://www.apache.org/licenses/

   TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

   1. Definitions.

      "License" shall mean the terms and conditions for use, reproduction,
      and distribution as defined by Sections 1 through 9 of this document.

      "Licensor" shall mean the copyright owner or entity authorized by
      the copyright owner that is granting the License.

      "Legal Entity" shall mean the union of the acting entity and all
      other entities that control, are controlled by, or are under common
      control with that entity. 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.

      "You" (or "Your") shall mean an individual or Legal Entity
      exercising permissions granted by this License.

      "Source" form shall mean the preferred form for making modifications,
      including but not limited to software source code, documentation
      source, and configuration files.

      "Object" form shall mean any form resulting from mechanical
      transformation or translation of a Source form, including but
      not limited to compiled object code, generated documentation,
      and conversions to other media types.

      "Work" shall mean the work of authorship, whether in Source or
      Object form, made available under the License, as indicated by a
      copyright notice that is included in or attached to the work
      (an example is provided in the Appendix below).

      "Derivative Works" shall mean any work, whether in Source or Object
      form, that is based on (or derived from) the Work and for which the
      editorial revisions, annotations, elaborations, or other modifications
      represent, as a whole, an original work of authorship. For the purposes
      of this License, Derivative Works shall not include works that remain
      separable from, or merely link (or bind by name) to the interfaces of,
      the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including
the original version of the Work and any modifications or additions
to that Work or Derivative Works thereof, that is intentionally
submitted to Licensor for inclusion in the Work by the copyright owner
or by an individual or Legal Entity authorized to submit on behalf of
the copyright owner. For the purposes of this definition, "submitted"
means any form of electronic, verbal, or written communication sent
to the Licensor 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, the
Licensor for the purpose of discussing and improving the Work, but
excluding communication that is conspicuously marked or otherwise
designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity
on behalf of whom a Contribution has been received by Licensor and
subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of
   this License, each Contributor hereby grants to You 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 the
   Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of
   this License, each Contributor hereby grants to You 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 such Contributor that are necessarily infringed by their
   Contribution(s) alone or by combination of their Contribution(s)
   with the Work to which such Contribution(s) was submitted. If You
   institute patent litigation against any entity (including a
   cross-claim or counterclaim in a lawsuit) alleging that the Work
   or a Contribution incorporated within the Work constitutes direct
   or contributory patent infringement, then any patent licenses
   granted to You under this License for that Work shall terminate
   as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the
   Work or Derivative Works thereof in any medium, with or without
   modifications, and in Source or Object form, provided that You
   meet the following conditions:

   (a) You must give any other recipients of the Work or
       Derivative Works a copy of this License; and

   (b) You must cause any modified files to carry prominent notices
       stating that You changed the files; and

   (c) You must retain, in the Source form of any Derivative Works
       that You distribute, all copyright, patent, trademark, and
       attribution notices from the Source form of the Work,
       excluding those notices that do not pertain to any part of
       the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its
    distribution, then any Derivative Works that You distribute must
    include a readable copy of the attribution notices contained
    within such NOTICE file, excluding those notices that do not
    pertain to any part of the Derivative Works, in at least one
    of the following places: within a NOTICE text file distributed
    as part of the Derivative Works; within the Source form or
    documentation, if provided along with the Derivative Works; or,
    within a display generated by the Derivative Works, if and
    wherever such third-party notices normally appear. The contents
    of the NOTICE file are for informational purposes only and
    do not modify the License. You may add Your own attribution
    notices within Derivative Works that You distribute, alongside
    or as an addendum to the NOTICE text from the Work, provided
    that such additional attribution notices cannot be construed
    as modifying the License.

You may add Your own copyright statement to Your modifications and
may provide additional or different license terms and conditions
for use, reproduction, or distribution of Your modifications, or
for any such Derivative Works as a whole, provided Your use,
reproduction, and distribution of the Work otherwise complies with
the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise,
   any Contribution intentionally submitted for inclusion in the Work
   by You to the Licensor shall be under the terms and conditions of
   this License, without any additional terms or conditions.
   Notwithstanding the above, nothing herein shall supersede or modify
   the terms of any separate license agreement you may have executed
   with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade
   names, trademarks, service marks, or product names of the Licensor,
   except as required for reasonable and customary use in describing the
   origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or
   agreed to in writing, Licensor provides the Work (and each
   Contributor provides its 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. You are solely responsible for determining the
   appropriateness of using or redistributing the Work and assume any
   risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory,
   whether in tort (including negligence), contract, or otherwise,
   unless required by applicable law (such as deliberate and grossly
   negligent acts) or agreed to in writing, shall any Contributor be
   liable to You for damages, including any direct, indirect, special,
   incidental, or consequential damages of any character arising as a
   result of this License or out of the use or inability to use the
   Work (including but not limited to damages for loss of goodwill,
   work stoppage, computer failure or malfunction, or any and all

other commercial damages or losses), even if such Contributor
has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing
   the Work or Derivative Works thereof, You may choose to offer,
   and charge a fee for, acceptance of support, warranty, indemnity,
   or other liability obligations and/or rights consistent with this
   License. However, in accepting such obligations, You may act only
   on Your own behalf and on Your sole responsibility, not on behalf
   of any other Contributor, and only if You agree to indemnify,
   defend, and hold each Contributor harmless for any liability
   incurred by, or claims asserted against, such Contributor by reason
   of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

   To apply the Apache License to your work, attach the following
   boilerplate notice, with the fields enclosed by brackets "[]"
   replaced with your own identifying information. (Don't include
   the brackets!) The text should be enclosed in the appropriate
   comment syntax for the file format. We also recommend that a
   file or class name and description of purpose be included on the
   same "printed page" as the copyright notice for easier
   identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");
you may not use this file except in compliance with the License.
You may obtain a copy of the License at

    http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software
distributed under the License is distributed on an "AS IS" BASIS,
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.
See the License for the specific language governing permissions and
limitations under the License.

 ***

 ** Elastic **

 ELASTIC LICENSE AGREEMENT

PLEASE READ CAREFULLY THIS ELASTIC LICENSE AGREEMENT (THIS "AGREEMENT"),
WHICH
CONSTITUTES A LEGALLY BINDING AGREEMENT AND GOVERNS ALL OF YOUR USE OF ALL OF
THE ELASTIC SOFTWARE WITH WHICH THIS AGREEMENT IS INCLUDED ("ELASTIC
SOFTWARE")
THAT IS PROVIDED IN OBJECT CODE FORMAT, AND, IN ACCORDANCE WITH SECTION 2
BELOW,
CERTAIN OF THE ELASTIC SOFTWARE THAT IS PROVIDED IN SOURCE CODE FORMAT. BY
INSTALLING OR USING ANY OF THE ELASTIC SOFTWARE GOVERNED BY THIS AGREEMENT,
YOU

ARE ASSENTING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE
WITH SUCH TERMS AND CONDITIONS, YOU MAY NOT INSTALL OR USE THE ELASTIC SOFTWARE
GOVERNED BY THIS AGREEMENT. IF YOU ARE INSTALLING OR USING THE SOFTWARE ON
BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE ACTUAL
AUTHORITY TO AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF
SUCH ENTITY.

Posted Date: April 20, 2018

This Agreement is entered into by and between Elasticsearch BV ("Elastic") and
You, or the legal entity on behalf of whom You are acting (as applicable, "You").

1. OBJECT CODE END USER LICENSES, RESTRICTIONS AND THIRD PARTY OPEN SOURCE SOFTWARE

  1.1 Object Code End User License. Subject to the terms and conditions of
  Section 1.2 of this Agreement, Elastic hereby grants to You, AT NO CHARGE and
  for so long as you are not in breach of any provision of this Agreement, a
  License to the Basic Features and Functions of the Elastic Software.

  1.2 Reservation of Rights; Restrictions. As between Elastic and You, Elastic
  and its licensors own all right, title and interest in and to the Elastic
  Software, and except as expressly set forth in Sections 1.1, and 2.1 of this
  Agreement, no other license to the Elastic Software is granted to You under
  this Agreement, by implication, estoppel or otherwise. You agree not to: (i)
  reverse engineer or decompile, decrypt, disassemble or otherwise reduce any
  Elastic Software provided to You in Object Code, or any portion thereof, to
  Source Code, except and only to the extent any such restriction is prohibited
  by applicable law, (ii) except as expressly permitted in this Agreement,
  prepare derivative works from, modify, copy or use the Elastic Software Object
  Code or the Commercial Software Source Code in any manner; (iii) except as
  expressly permitted in Section 1.1 above, transfer, sell, rent, lease,
  distribute, sublicense, loan or otherwise transfer, Elastic Software Object
  Code, in whole or in part, to any third party; (iv) use Elastic Software
  Object Code for providing time-sharing services, any software-as-a-service,
  service bureau services or as part of an application services provider or
  other service offering (collectively, "SaaS Offering") where obtaining access
  to the Elastic Software or the features and functions of the Elastic Software
  is a primary reason or substantial motivation for users of the SaaS Offering
  to access and/or use the SaaS Offering ("Prohibited SaaS Offering"); (v)
  circumvent the limitations on use of Elastic Software provided to You in
  Object Code format that are imposed or preserved by any License Key, or (vi)

alter or remove any Marks and Notices in the Elastic Software. If You have
any
  question as to whether a specific SaaS Offering constitutes a Prohibited
SaaS
  Offering, or are interested in obtaining Elastic's permission to engage in
  commercial or non-commercial distribution of the Elastic Software, please
  contact elastic_license@elastic.co.

  1.3 Third Party Open Source Software. 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. 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 You 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. Elastic may also separately provide you with
  certain open source software that is licensed by Elastic. Your use of such
  Elastic open source software will not be governed by this Agreement, but by
  the applicable open source license terms.

2. COMMERCIAL SOFTWARE SOURCE CODE

  2.1 Limited License. Subject to the terms and conditions of Section 2.2 of
  this Agreement, Elastic hereby grants to You, AT NO CHARGE and for so long
as
  you are not in breach of any provision of this Agreement, a limited,
  non-exclusive, non-transferable, fully paid up royalty free right and
license
  to the Commercial Software in Source Code format, without the right to
grant
  or authorize sublicenses, to prepare Derivative Works of the Commercial
  Software, provided You (i) do not hack the licensing mechanism, or
otherwise
  circumvent the intended limitations on the use of Elastic Software to
enable
  features other than Basic Features and Functions or those features You are
  entitled to as part of a Subscription, and (ii) use the resulting object
code
  only for reasonable testing purposes.

  2.2 Restrictions. Nothing in Section 2.1 grants You the right to (i) use
the
  Commercial Software Source Code other than in accordance with Section 2.1
  above, (ii) use a Derivative Work of the Commercial Software outside of a
  Non-production Environment, in any production capacity, on a temporary or

permanent basis, or (iii) transfer, sell, rent, lease, distribute, sublicense,
  loan or otherwise make available the Commercial Software Source Code, in whole
  or in part, to any third party. Notwithstanding the foregoing, You may
  maintain a copy of the repository in which the Source Code of the Commercial
  Software resides and that copy may be publicly accessible, provided that you
  include this Agreement with Your copy of the repository.

3. TERMINATION

  3.1 Termination. This Agreement will automatically terminate, whether or not
  You receive notice of such Termination from Elastic, if You breach any of its
  provisions.

  3.2 Post Termination. Upon any termination of this Agreement, for any reason,
  You shall promptly cease the use of the Elastic Software in Object Code format
  and cease use of the Commercial Software in Source Code format. For the
  avoidance of doubt, termination of this Agreement will not affect Your right
  to use Elastic Software, in either Object Code or Source Code formats, made
  available under the Apache License Version 2.0.

  3.3 Survival. Sections 1.2, 2.2. 3.3, 4 and 5 shall survive any termination or
  expiration of this Agreement.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

  4.1 Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE
  LAW, THE ELASTIC SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,
  AND ELASTIC AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR
  STATUTORY REGARDING OR RELATING TO THE ELASTIC SOFTWARE. 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 ELASTIC SOFTWARE, AND WITH
  RESPECT TO THE USE OF THE FOREGOING. FURTHER, ELASTIC DOES NOT WARRANT RESULTS
  OF USE OR THAT THE ELASTIC SOFTWARE WILL BE ERROR FREE OR THAT THE USE OF THE
  ELASTIC SOFTWARE WILL BE UNINTERRUPTED.

  4.2 Limitation of Liability. IN NO EVENT SHALL ELASTIC OR ITS LICENSORS BE
  LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT DAMAGES,
  INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS

INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY
  SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH
  OR ARISING OUT OF THE USE OR INABILITY TO USE THE ELASTIC 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 ELASTIC
  HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 "Posted Date" set forth at the top of 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 You of Section 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. You 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 "Basic Features and Functions" means those features and functions of
the
Elastic Software that are eligible for use under a Basic license, as set
forth
at https://www.elastic.co/subscriptions, as may be modified by Elastic from
time to time.

6.3 "Commercial Software" means the Elastic Software Source Code in any
file
containing a header stating the contents are subject to the Elastic License
or
which is contained in the repository folder labeled "x-pack", unless a
LICENSE
file present in the directory subtree declares a different license.

6.4 "Derivative Work of the Commercial Software" means, for purposes of
this
Agreement, any modification(s) or enhancement(s) to the Commercial
Software,
which represent, as a whole, an original work of authorship.

6.5 "License" means a limited, non-exclusive, non-transferable, fully paid
up,
royalty free, right and license, without the right to grant or authorize
sublicenses, solely for Your internal business operations to (i) install
and
use the applicable Features and Functions of the Elastic Software in Object
Code, and (ii) permit Contractors and Your Affiliates to use the Elastic
software as set forth in (i) above, provided that such use by Contractors
must
be solely for Your benefit and/or the benefit of Your Affiliates, and You
shall be responsible for all acts and omissions of such Contractors and
Affiliates in connection with their use of the Elastic software that are
contrary to the terms and conditions of this Agreement.

6.6 "License Key" means a sequence of bytes, including but not limited to a
JSON blob, that is used to enable certain features and functions of the
Elastic Software.

6.7 "Marks and Notices" means all Elastic trademarks, trade names, logos
and
notices present on the Documentation as originally provided by Elastic.

6.8 "Non-production Environment" means an environment for development,
testing
or quality assurance, where software is not used for production purposes.

6.9 "Object Code" means any form resulting from mechanical transformation
or
   translation of Source Code form, including but not limited to compiled
object
   code, generated documentation, and conversions to other media types.

6.10 "Source Code" means the preferred form of computer software for making
   modifications, including but not limited to software source code,
   documentation source, and configuration files.

6.11 "Subscription" means the right to receive Support Services and a
License
   to the Commercial Software.