



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.

CONFLUENT PLATFORM AGREEMENT

Last Updated: April 24, 2024

NOT TO BE EDITED

This Confluent Platform Agreement (“Agreement”) is entered into by and between Confluent and the purchaser or user of Confluent Platform or related services that accepts the terms of this Agreement (“Customer”). “Confluent” means Confluent, Inc., located at 899 West Evelyn Avenue, Mountain View, CA 94041. “Your”, “You” and “Customer” are used interchangeably throughout the Agreement and have the same meaning. The effective date of this Agreement (“Effective Date”) is the earlier of the date that Customer accepts the terms of this Agreement or commences use of any of the Confluent products and services that are governed by this Agreement.

By entering into an Order referencing these terms with either Confluent or a Confluent-authorized reseller, or by using the Confluent Platform or related services governed by these terms, you are agreeing to and accepting the terms of this Agreement. If you are entering into this Agreement on behalf of an entity, then you represent and agree that you have the legal authority to bind that entity to this Agreement. If you do not accept the terms of this Agreement, then you cannot use the Confluent Software, Support Services, or related services.

Notwithstanding the foregoing, if there is a written agreement between Confluent and Customer that addresses the subject matter covered by these terms, then such agreement shall govern rather than these terms.

1. LICENSE AND SUPPORT

- 1.1 License to Confluent Platform. Orders entered into by Customer will specify the Confluent Software purchased by Customer, associated Support Services, plus any related professional services purchased thereunder. Subject to the terms of this Agreement and the applicable Order, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the subscription term specified in the applicable Order to install and use Confluent Software solely for Customer’s internal business operations. Confluent reserves all rights not expressly granted in this section.
- 1.2 Affiliates and Service Providers. Customer may permit its Affiliates to use Support Services and Confluent Software purchased by Customer provided that: (i) Customer shall remain responsible for each such Affiliate’s compliance with the terms of this Agreement, and (ii) any such use together with Customer’s use must be, in the aggregate, within the use limitations set forth in the applicable Order. Customer may permit its third-party service providers to install and use the Confluent Software to provide outsourced services to Customer, and Customer will be solely responsible for such service provider’s compliance with this Agreement.
- 1.3 Restrictions on Use. Customer shall not, and shall not permit or encourage any third party to: (a) use the Confluent Software for third-party training, software-as-a-service, time-sharing or service bureau use; (b) disassemble, decompile or reverse engineer any portions of the Confluent Software that are not provided in source code format; or (c) attempt to gain access to the Confluent Software source code or the underlying ideas, algorithms, structure or organization of the object code. The foregoing restriction is inapplicable to the extent prohibited by applicable law.
- 1.4 Copies. Customer may make copies of the Confluent Software as reasonably necessary to exercise the license granted in Section 1.1, and a reasonable number of back-up or archival copies, provided that each such copy

shall include Confluent's copyright and any other proprietary notices that appear on the original copies of the Confluent Software.

- 1.5 **Certification; Confluent Audit Rights.** Upon Confluent's written request, Customer shall certify in writing that it is in full compliance with this Agreement, including all use limitations set forth in each applicable Order. Such certification shall be signed by an officer of Customer. In addition, Confluent reserves the right, upon prior notice to Customer and during normal business hours, to audit Customer's usage of the Confluent Software and Customer's compliance with the terms of this Agreement. If Customer certifies to non-compliance, or Confluent determines as a result of such audit that Customer has exceeded its use limitations, Confluent shall notify Customer of its findings and Customer shall be required to immediately pay such amounts due, along with interest in an amount equal to one and one-half percent (1.5%) of the underpayment per month, or at the highest interest rate permitted by applicable law, whichever is more, calculated monthly from the date the underpayment was due until the date payment is made; and if such amount exceeds five percent (5%) of the cumulative fees previously paid under this Agreement, Customer shall reimburse Confluent for the reasonable cost of such audit.
- 1.6 **Delivery of Materials.** The Confluent Software, and any versions, updates or maintenance releases of any component thereof, will be delivered only through electronic transfer. The parties shall reasonably cooperate to effectuate such delivery via FTP or other reasonable means.
- 1.7 **Support Services.** Confluent will provide the Support Services purchased by Customer as specified in the applicable Order.
- 1.8 **Third Party Software.** Confluent also makes available certain Third Party Software. The Third Party Software shall be subject to the applicable third party license(s) and not this Agreement. To the extent the terms of third party licenses applicable to Third Party Software prohibit any of the restrictions in this Agreement, such restrictions will not apply to such Third Party Software. To the extent the terms of third party licenses applicable to Third Party Software require Confluent to make an offer to provide source code or related information in connection with the Third Party Software, such offer is made.
2. **USAGE DATA; TELEMETRY METRICS.** Confluent may collect data related to Customer's use of Confluent Platform ("Usage Data"). Such Usage Data may be used by Confluent for the provision, improvement, and support of Confluent Platform, including the creation of analytics data. Confluent will not publicly disclose Usage Data, unless such data is aggregated and anonymized or to the extent required by law. Customer acknowledges that certain features of the Confluent Platform may be configured to collect and report on system performance ("Telemetry Metrics") to Confluent. Customer may enable or disable transmission of Telemetry Metrics to Confluent at any time.
3. **ORDERS, FEES AND RELATED**
 - 3.1 **Orders Generally.** All Orders are subject to the terms of this Agreement and are not binding until accepted by Confluent. All Orders are non-cancelable and non-refundable (except as expressly stated in this Agreement).
 - 3.2 **Indirect Orders.** Sections 3.3 to 3.5 apply only to Orders placed directly with Confluent. If Customer purchases through a reseller, Customer will pay such reseller for such purchase and different payment terms may apply.

- 3.3 Fees and Payment. Customer shall pay Confluent the fees in the amount set forth in the applicable Order in accordance with the Order terms.
- 3.4 Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because of the transactions contemplated by this Agreement, excluding only taxes based on Confluent's net income. If Customer is compelled to make a deduction or set-off for any such taxes, it will pay to Confluent such additional amounts as are necessary to ensure receipt by Confluent of the full amount Confluent would have received but for the deduction.
- 3.5 Payment Terms. Except as otherwise set forth in the applicable Order, all amounts payable to Confluent under this Agreement will be due within thirty (30) days from the date of an invoice. In addition, Confluent reserves the right to immediately suspend Customer's license to the Confluent Software upon notice to Customer for any failure by Customer to pay any amount due and payable hereunder in accordance with this section.

4. OWNERSHIP

- 4.1 Confluent Materials. Confluent or its licensors retain all rights, title and interest, in and to all intellectual property rights in the Confluent Software, including all related and underlying technology and Documentation; and any derivative works, changes, corrections, bug fixes, enhancements, updates and other modifications, or improvements of any of the foregoing ("Modifications"), (collectively, "Confluent Materials"). Except for the express limited rights set forth under this Agreement, no right, title or interest in any Confluent Materials is granted to Customer. Customer acknowledges that the licenses granted in Section 1.1 do not include the right to prepare any Modifications of the Confluent Materials. Confluent reserves all rights not expressly granted in this Agreement. No rights are granted by implication or estoppel.
- 4.2 Feedback. Customer has no obligation to provide Confluent any suggestions, enhancement requests, recommendations, or other feedback regarding Confluent's products and services ("Feedback"). However, Confluent may use and include any Feedback that Customer provides regarding Confluent's products and services without restriction or payment.

5. CONFIDENTIALITY

- 5.1 Confidentiality Obligations. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which is (a) designated in writing as proprietary and/or confidential, if disclosed in writing, (b) if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (c) should reasonably be understood to be confidential by the recipient ("Confidential Information"). Notwithstanding any failure to so designate it, Confidential Information of Confluent includes the Confluent Materials, the terms of this Agreement, and all Orders hereunder. Each party shall (x) maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information and at least a reasonable degree of care; (y) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (z) not disclose Confidential Information to any party except to its and its Affiliate's employees, subcontractors and agents as is reasonably required in connection with this Agreement and who are subject to confidentiality obligations at least as protective as those set forth in this section. The foregoing obligations will not apply to Confidential Information of the other party which (i) is or becomes publicly known without

breach of this Agreement; (ii) is discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) is otherwise known to the receiving party without confidentiality restrictions and through no wrongful conduct of the receiving party. Receiving party may disclose Confidential Information to the extent required by law or court order if the receiving party provides prompt notice and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure; and provided that any information so disclosed retains its confidentiality protections for all other purposes.

- 5.2 **Injunctive Relief.** Any breach or threatened breach of this Section 5 may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.

6. WARRANTY

- 6.1 **Mutual Warranties.** Each party represents and warrants to the other that it has full corporate right and authority to enter into and perform this Agreement.

- 6.2 **Confluent Warranties.** Confluent represents and warrants that (i) it shall perform Support Services in a professional manner, employing a standard of care, skill and diligence consistent with industry standards, and (ii) for a period of thirty (30) days after the first delivery of the Confluent Software by Confluent to Customer, the Confluent Software in the form delivered by Confluent to Customer, will perform in all material respects in accordance with the Documentation. This limited warranty shall not apply if the Confluent Software has been altered or modified; or used, adjusted, installed or operated other than in accordance with this Agreement or the instructions furnished by Confluent. Confluent's sole liability and Customer's exclusive remedies for a breach of the foregoing warranties will be for Confluent to correct any failure of the Confluent Software to conform to the Documentation or to re-perform the Support Services in accordance with the requirements stated in the Support Services policy, as applicable. The foregoing warranties will not apply unless Customer notifies Confluent of the nonconformity in writing within thirty (30) days of the date on which Customer first became aware of such nonconformity.

- 6.3 **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, CONFLUENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONFLUENT SOFTWARE OR ANY OTHER MATERIALS OR SUPPORT SERVICES PROVIDED HEREUNDER. CONFLUENT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CONFLUENT SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

7. **INFRINGEMENT INDEMNIFICATION.** Confluent will defend Customer from and against any claim, demand or lawsuit brought against Customer by a third party alleging that the Confluent Software, as provided to Customer by Confluent and used pursuant to this Agreement, infringes such third party's intellectual property rights, and Confluent will pay such damages or costs as are finally awarded against Customer attributable to such action, provided that Customer gives Confluent: (a) notification in writing of any such action within sixty (60) days of Customer's receipt thereof; (b) sole control of the defense or settlement of such action (provided any settlement releases Customer from all liability); and (c) all reasonable information and assistance, at Confluent's expense. If the Confluent Software becomes, or in the opinion of Confluent is likely to become, the subject of such an infringement claim, Confluent shall, at its option, either: (i) procure

for Customer the right to use the allegedly infringing element of the Confluent Software, at no charge to Customer; (ii) replace or modify, in whole or in part, the Confluent Software to make it non-infringing; or (iii) if neither (i) or (ii) are commercially available, terminate the applicable Order, accept return of the Confluent Software, and refund a pro rata portion of the fees paid by Customer for the then-current Order term. Confluent assumes no liability hereunder for any claim of infringement if such claim is based on: (a) use of software other than a current unaltered release of the Confluent Software, as provided by Confluent to Customer; (b) the combination, operation or use of the Confluent Software, with non-Confluent programs or hardware, if the claim would not have arisen but for such combination, operation or use; (c) any alteration or modification of the Confluent Software by a party other than Confluent, (d) Apache Kafka, Apache Flink, or any other Third Party Software, or (e) use of the Confluent Software, or any component thereof, other than in accordance with and pursuant to this Agreement. THIS SECTION SETS FORTH CONFLUENT'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

8. LIMITATION OF LIABILITY

- 8.1 NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S (I) LIABILITY FOR PERSONAL INJURY, DEATH OR WILLFUL MISCONDUCT, (II) LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW, (III) LIABILITY FOR BREACH OF SECTIONS 1.1 (ORDER AND LICENSE), 1.3 (RESTRICTIONS ON USE) OR 5 (CONFIDENTIALITY), (IV) OBLIGATIONS UNDER SECTION 7 (INFRINGEMENT INDEMNIFICATION), OR (V) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.
- 8.2 EXCEPT AS SET FORTH IN SECTION 8.1, IN NO EVENT SHALL EITHER PARTY'S OR ITS AFFILIATES' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, OR LOSS OF DATA, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. TERM AND TERMINATION

- 9.1 Term. This Agreement commences on the Effective Date and will remain in effect until terminated as specified below.
- 9.2 Termination. Either party may terminate this Agreement and any Order upon breach by the other party of any material obligation under this Agreement which has not been cured within thirty (30) days after providing written notice of such breach to the other party. Confluent may also terminate this Agreement upon written notice if Customer: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise.

9.3 Effect of Termination. Termination or expiry of an Order will not automatically result in termination of this Agreement. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement including without limitation “Orders, Fees and Related”, “Ownership”, “Confidentiality”, “Infringement Indemnification”, “Limitation of Liability” and “Term and Termination” will survive termination.

10. GENERAL

10.1 Assignment. Assignment. Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other party’s prior written consent, except to an Affiliate or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported transfer, assignment or delegation without such prior written consent will be void. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

10.2 Delays. In the event that either party is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, acts or intervention of governmental authority, or any other cause beyond the reasonable control of the party invoking this section, and if such party used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

10.3 Governing Law. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California. The parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

10.4 Export Compliance. Confluent Materials are subject to export control laws and regulations. Customer may not access or use the Confluent Materials or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the Confluent Technology nor any underlying information or technology may be accessed or used (a) by any individual or entity in any country to which the United States has embargoed goods; or (b) by anyone on the U.S. Treasury Department’s list of specially designated nationals or the U.S. Commerce Department’s list of prohibited countries or debarred or denied persons or entities.

10.5 U.S. Government Rights. The Confluent Software and Confluent Materials are developed at private expense, and are licensed to the U.S. Government as “commercial items;” “commercial computer software,” “commercial computer documentation,” and “technical data;” as those terms are defined in 48 C.F.R. Ch 1 (“FAR”) and 48 C.F.R. Ch. 2 (“DFARS”). Any use, modification or disclosure of the Confluent Software or Confluent Materials is subject solely to the terms of this Agreement and any other restrictions that generally apply to the Confluent Software or Confluent Materials.

10.6 Other. This Agreement, together with and inclusive of any referenced exhibits, addenda and any incorporated terms, represents the entire agreement between the parties, and supersedes all prior

agreements and understandings, written or oral, with respect to its subject matter, and is not intended to confer upon any third-party any rights or remedies. Customer acknowledges that it has not relied on any representations other than those contained in this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall prevail. The terms of this Agreement will supersede any additional or conflicting term in any other purchasing-related document issued by Customer and relating to an Order. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it will be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Confluent may use and display Customer's name and logo on the Confluent website and in Confluent marketing and sales materials for Confluent Platform. Nothing in this Agreement will be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect. Confluent will provide any required notice to Customer under this Agreement by sending the notice by email to the email address that Customer provides to Confluent for its account. To provide notice to Confluent under this Agreement, Customer must send the notice, expressly referencing this Agreement and section with respect to which Customer is providing notice, by email to legal@confluent.io.

11. DEFINITIONS

- 11.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where "control" means direct or indirect ownership of more than 50% of the voting interests of the entity.
- 11.2 "Confluent Platform" is Confluent Software together with Apache Kafka and/or Apache Flink.
- 11.3 "Confluent Software" means Confluent's proprietary software that is licensed and used pursuant to the applicable Order.
- 11.4 "Documentation" means the published documentation describing the functionality of the Confluent Software located at <https://docs.confluent.io/current/>.
- 11.5 "Order" means an ordering document for Confluent Platform, Support Services, and/or any professional and education services, entered into by Customer with either Confluent or a Confluent-authorized reseller, in accordance with the applicable Confluent Platform definitions and rules posted at confluent.io/contracts.
- 11.6 "Support Services" means the applicable support and maintenance service that Customer purchases, as may be more fully described in the applicable Order.
- 11.7 "Third Party Software" means certain third party software that is made available by Confluent as identified in the applicable help, notices, about or source file.

Confluent Platform Subscription Definitions and Rules

Effective Date: October 27, 2025

These definitions and rules supplement and are incorporated by reference into your applicable Order with Confluent. All capitalized terms will have the meanings assigned to them in the Order or the Agreement.

Confluent may update these definitions and rules from time to time. Each update will bear an Effective Date, and will apply only to Orders that are entered into after such Effective Date. Prior versions (available in the archive on confluent.io/contracts) remain applicable to Orders entered into during the effective period of such versions.

Confluent Platform

The "Confluent Platform" is Confluent Software together with Apache Kafka® and Apache Flink®. The Confluent Software licensed under an Order consists of:

Commercial features	
Kafka Connect Workers	Commercial Connectors *
	Premium Connectors *
Health+*	
Control Center	
Operator (k8s)	
Replicator	
MQTT Proxy	
Secret Protection	
Client-Side Field Level Encryption *	
Confluent Platform for Apache Flink *	
Confluent Server	Role-Based Access Control
	Structured Audit Logs
	Schema Validation
	Multi-Region Clusters**
	Tiered Storage**
	Self-Balancing Clusters
	Cluster Linking
	Auto Data Balancer
Community features	
Kafka Connect Workers	Community-licensed Connectors
REST Proxy	
ksqlDB	
Schema Registry	

* If purchased, as specified in an Order

** Customer is prohibited from using these features with Confluent Platform Edge deployments.

Confluent also makes the community feature software available under the Confluent Community License, and Customer's rights under such license with respect to such software shall not be limited by the terms of the Agreement.

Confluent Private Cloud

Confluent Private Cloud ("CPC") means the licensed software package that includes (a) Confluent Platform, (b) the Confluent Private Cloud Gateway, and (c) other additional functionality Confluent includes with CPC, including Intelligent Replication and CSFLE. Confluent Private Cloud Gateway Nodes are excluded from the CPC Node count used to calculate CPC fees.

A CPC Node is limited to a software instance of running on a physical or virtual computing machine that does not exceed any of the following elements:

- 56 processing cores or virtual cores
- 24 hard drives
- 50 TB total hard drive or flash/SSD capacity
- 256 GB of RAM

Confluent Private Cloud Gateway Node means the stateless, Kafka-protocol-aware proxy that provides intelligent routing and policy enforcement between Kafka clients and Confluent-managed or self-managed clusters.

Subscription Fee Units of Measure

The subscription fees are based on the specified units of measure, as defined below. Customer may not use the Confluent Platform subscription (including Support Services) in a manner that exceeds the quantity it has purchased.

"Node" means each software instance of a Confluent Platform component (identified below) running on a physical or virtual computing machine.

"Confluent Platform component" means any of the following:

- | | |
|-------------------------------------|--------------------------|
| • Confluent Server | • Operator |
| • Kafka Broker | • Control Center* |
| • Zookeepers / Quorum Controllers** | • Schema Registry |
| • Kafka Connect Worker | • ksqlDB (formerly KSQL) |
| • Replicator (Kafka Connect Worker) | • REST Proxy |
| • Mirror Maker | • MQTT Proxy |

*One Node for Control Center for version 2.0.0 and later is equal to the deployment of one instance of Control Center, one instance of Prometheus, and one instance of Alertmanager.

**The Confluent Platform KRaft SKU does not include this as a component.

For the avoidance of doubt, a Node does not include an application that uses only the client API (i.e., Kafka Producer/Consumer).

Flink Node

Each Flink Node may not exceed 8 CPU Cores per Flink Node. A Flink Node must be purchased separately from and is not interchangeable with a Node for a Confluent Platform component without an Order.

Definitions

"CPU" means an actual bare metal processing unit that has at least one CPU Core. Multi-core or hyperthreading processors are counted as one CPU.

"CPU Core" means the central billing unit of the Flink Node, enabling Customer to schedule applications (an abstraction over Flink jobs) up to the number of CPU Cores permitted under the Order. A CPU Core refers to "cpu units" in Kubernetes. One CPU is equivalent to 1 AWS vCPU, 1 GCP core, 1 Azure vCore (or similar concepts for other cloud providers) or 1 hyperthread on a bare-metal processor with hyperthreading enabled.

"Flink Node" means a group of up to 8 CPU cores allocated to software instances of Confluent Platform for Apache Flink running on a physical or virtual computing machine.

As specified in the Order, a Node, Flink Node, Connector Pack, or Premium Connector is classified as one of the following:

- "Production", which means use for any purpose other than the purposes specified below for Pre-Production, Development, and Disaster Recovery. A Production instance also includes instances that are running in Hot Standby Mode, and excludes instances that are installed but not running. Hot Standby Mode describes an active-active setup where instances are continuously mirroring the production environment.
- "Pre-Production", which means use solely for QA, staging, end-user testing or other non-development pre-production purposes.
- "Development", which means use solely by developers testing code, or use solely in a sandbox environment that is not accessed or in any way used by users of the production system.
- "Disaster Recovery" means use solely in any other standby mode besides Hot Standby Mode, e.g., active-passive setups.

Add-On Products

Connector Packs

A "Connector Pack" provides a license and Support Services for up to five (5) commercial connectors per Connector Pack. Confluent's commercial connectors are identified at <https://www.confluent.io/product/connectors/#commercial>.

Premium Connectors

Customer's purchase of a premium connector includes a license and Support Services for the premium connector designated in the Order.

Health+

Customer acknowledges that certain features of the Confluent Platform may be configured to collect and report telemetry data to Confluent as more particularly described at <https://www.confluent.io/moreinformation/>. Customer may choose to enable or disable transmission of this data to Confluent at any time; however, the disablement of telemetry data may prevent the provisioning of Health+.

Unified Stream Manager

Fees and Invoicing: Customer agrees to pay Confluent all fees specified in an Order, including all fees incurred for its usage of the Unified Stream Manager ("USM Service"). Unless agreed otherwise in a written Order, Customer's use of the USM Service is subject to the fee schedule specified in the Confluent Cloud user interface ("Rate Card"), and usage fees will be calculated monthly and billed monthly in arrears. Confluent will apply Customer's monthly USM Service charges during the applicable Order Term against the Total Commitment, until the Total Commitment is reduced to zero. Any unused portion of the Total Commitment is not refundable.

Billing: The USM Service bills are based on Customer's consumption of resources within Customer's Cloud Organization ID. Billing for each USM Service component accrues at intervals set forth in the Rate Card. All billing computations are conducted in Coordinated Universal Time (UTC).

Total Commitment or Total Available Balance: The amount of the USM Service usage fees the Customer may consume prior to being billed overages during the applicable Order Term.

Net Payable Amount: The amount the Customer is committed to pay under an applicable Order, subject to any schedule defined therein. If not stated, it shall be equivalent to the Total Commitment.

New Components and Continued Usage: If Confluent adds new features or components to the USM Service during an applicable Order Term ("New Components") for which Confluent charges separate fees, Confluent will publish supplemented pricing to Customer's Rate Card on or before the date of general availability, and Customer will be charged for usage of such New Components in accordance with such pricing. Any Discount will not be applied to charges for the New Components during the applicable Order Term. If such New Components are initially made available as "Preview" or "Early Access," the pricing may change when the New Components are made generally available.

Support Services: Customer's Support Services plan for the USM Service must correspond to the comparable plan for the applicable Confluent Platform environment that the USM Service is connected to. For example, if the USM Service is connected to a Confluent Platform environment where the Confluent Platform Support Services plan is Platinum then the Support Services plan for the USM Service must be Premier.

Usage Data and Telemetry Metrics: Usage Data and Telemetry Metrics include data related to Customer's use of the USM Service.

ksqlDB

Nodes designated in the Order as ksqlDB Add-on Nodes are specific to instances of ksqlDB, and cannot be allocated to any other instances of Confluent Platform components without an Order.

Client-Side Field Level Encryption ("CSFLE")

Fees for an add-on purchase of CSFLE are based on the number of Nodes within a given cluster that CSFLE is deployed on, which includes all of the Nodes and Flink Nodes within the cluster.

Kafka Streams

Fees for an add-on purchase of Support Services for Kafka Streams are based on Customer's total Nodes under subscription, including any active subscriptions under other orders, but excluding any ksqlDB add-on Nodes. Notwithstanding anything to the contrary in the Support Services policy or elsewhere, Customer is prohibited from using Kafka Streams with Confluent Platform unless it has paid for Support Services for Kafka Streams. If Customer utilizes Kafka Streams without purchasing Support Services for Kafka Streams, then Customer must pay Confluent its then-current list rate for Support Services for Kafka Streams. Support Services

for Kafka Streams applies to an unlimited number of Kafka Streams applications connected to the supported Confluent Platform cluster.

Support Services

Confluent shall provide the Support Services as set forth in the Order and detailed further in the Support Services Policy available at <https://www.confluent.io/support-services-policy/>. For Confluent Platform Edge, Confluent will provide Support Services for only five named individuals in the Support Portal, except as otherwise approved by Confluent in writing.

If Customer is using Support Services on any Confluent Platform component in a cluster, then (i) all Confluent Platform components in such cluster will be counted as Nodes and must be under subscription, and (ii) Customer must pay all applicable fees required for Support Services for such Confluent Platform components and for add-on products connected to the cluster, including Support Services for Kafka Streams.



CONFLUENT CLOUD SERVICES AGREEMENT

Updated: November 16, 2023

NOT TO BE EDITED

This Cloud Services Agreement ("Agreement") is entered into by and between Confluent and the purchaser or user of the Confluent Cloud Service that accepts the terms of this Agreement ("Customer"). "Confluent" means Confluent, Inc., located at 899 West Evelyn Avenue, Mountain View, CA 94041. "Your", "You" and "Customer" are used interchangeably throughout the Agreement and have the same meaning. The effective date of this Agreement ("Effective Date") is the earlier of the date that Customer accepts the terms of this Agreement or commences use of any of the Confluent products and services that are governed by this Agreement.

By entering into an Order referencing these terms with either Confluent or a Confluent-authorized reseller, by clicking an appropriate button to create a Cloud Service account, or by accessing or using the Cloud Service, you are agreeing to and accepting the terms of this Agreement. If you are entering into this Agreement on behalf of an entity, then you represent and agree that you have the legal authority to bind that entity to this Agreement. If you do not accept the terms of this Agreement, then you cannot use the Cloud Service.

Notwithstanding the foregoing, if there is a written agreement between Confluent and Customer that addresses the subject matter covered by these terms, then such agreement shall govern rather than these terms.

1. CONFLUENT CLOUD SERVICE

- 1.1 Provision of the Cloud Service. During the applicable Order term, Confluent will: (a) make the Cloud Service available to Customer for Customer to access and use the Cloud Service in accordance with the terms of this Agreement, the Order, and the Documentation; (b) provide purchased Support Services to Customer at the level subscribed to by the Customer; (c) provide the Cloud Service in accordance with the applicable Service Level Agreement; and (d) provide the Cloud Service in accordance with all laws applicable to Confluent's provision of the Cloud Service generally.
- 1.2 Registration. Customer must register and set up an account to use the Cloud Service. Customer must keep the registration information accurate and complete. Customer is responsible for the security of its User IDs and passwords and for the use of its accounts and will immediately notify Confluent of any unauthorized use at support@confluent.io.

2. CUSTOMER USE

- 2.1 Acceptable Use; Additional Restrictions on Use. Customer shall comply with (and shall ensure its Users comply with) Confluent's Acceptable Use Policy. Customer shall not resell, sublicense, rent, lease or otherwise make the Cloud Service available to any third party, other than its Users. Customer shall not use the Cloud Service to threaten or violate the security or integrity of any network, computer, communications system, software application, or computing device. Customer shall not

make network connections to any third-party users, hosts, or networks unless Customer has permission to make such connections and may not use manual or electronic means to avoid any use limitations placed on the Cloud Service, such as access and storage restrictions. Confluent may but has no obligation to (a) investigate any violation of this provision or misuse of the Cloud Service, or (b) remove any Content, or disable access to any resource, that violates this section 2.1, however Confluent will use reasonable efforts in the circumstances to provide Customer with prior notice and an opportunity to remedy such violation or threat.

- 2.3 Content Restrictions and Responsibilities. Customer shall not transmit Content that is illegal, fraudulent, infringing, or in violation of any individual's or privacy rights. Customer is solely responsible for (a) the legality of Content; (b) ensuring compliance with all laws applicable to the collection and provision of Content; (c) its Users' compliance with this Agreement, Orders and Documentation; and (d) its configuration and use of the Cloud Service, including compliance with its obligations under the Security Addendum. To the extent that Customer is or becomes subject to user data access and deletion requests, Customer is solely responsible for configuring the retention period on Apache Kafka topics (i.e., category names to which messages are stored and published) that contain personal identifiable data in accordance with the requirements of any applicable data protection laws.

3. **PRIVACY AND SECURITY.** Each party shall comply with its obligations under the Data Processing Addendum, which is hereby incorporated by reference. Confluent will use appropriate administrative, physical, and technical safeguards designed to prevent unauthorized access to, use or disclosure of Content, as more fully described in the Security Addendum. Confluent will not access any Content except to the extent necessary to provide the Cloud Service or Support Services, to enforce the provisions of this Agreement, or for a Permitted Disclosure (as defined in section 6.1).

4. **ORDERS, FEES AND RELATED**

- 4.1 Orders Generally. All Orders are subject to the terms of this Agreement and are not binding until accepted by Confluent. Orders created by Customer through the Confluent Cloud website are deemed accepted when Confluent provides access to the service environment selected by Customer. Payment obligations are non-cancelable and fees paid are non-refundable, except as expressly set forth in this Agreement.
- 4.2 Fees and Payment. Customer agrees to pay Confluent all fees specified in an Order, including all fees incurred for its usage of the Cloud Service. Unless agreed otherwise in a written Order between the parties, Customer's use of the Cloud Service is subject to the fee schedule specified in the Confluent Cloud user interface, and usage fees will be calculated and billed monthly in arrears. All amounts payable to Confluent under this Agreement will be due within thirty (30) days from the date of invoice.
- 4.3 Taxes. Customer will pay all applicable customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because of the transactions contemplated by this Agreement, excluding only taxes based on Confluent's net income. If Customer is compelled to make a deduction or set-off for any such taxes, Customer will pay Confluent such additional amounts as necessary to ensure receipt by Confluent of the full amount Confluent would have received but for the deduction.

- 4.4 Late Payments. Without limiting Confluent's rights or remedies, late payments may accrue interest at the rate of 1.5% of the outstanding balance per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and Confluent may condition future Orders on payment terms shorter than those specified in the "Fees and Payment" section above. Subject to section 4.5, if any charge is 30 days or more overdue, Confluent may, without limiting its other rights and remedies, serve written notice to Customer suspending Customer's access to the Cloud Service and/or Support Services until such amounts are paid in full.
- 4.5 Payment Disputes. Confluent will not exercise its rights under the "Late Payments" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6 Marketplace Orders. For the avoidance of doubt, where Customer places an Order through a third-party Marketplace, Orders are subject to this Agreement and the applicable Marketplace Platform Provider's terms. Fees will be as specified in an Order and/or Confluent cloud user interface, as applicable, and will be payable to the Marketplace Platform Provider.
- 4.7 Indirect Orders. For the avoidance of doubt, where Customer purchases the Cloud Service through a Confluent-authorized reseller, Customer's payment obligations are owed to the reseller for such purchase and different or additional terms as agreed between Customer and Reseller may apply.

5. INTELLECTUAL PROPERTY OWNERSHIP

- 5.1 Confluent Materials. Confluent or its licensors retain all rights, title and interest, in and to all intellectual property rights in the Cloud Service, including all related and underlying technology and Documentation, any other materials provided by Confluent relating to the Cloud Service, and any derivative works, changes, corrections, bug fixes, enhancements, updates, modifications, or improvements of any of the foregoing ("Modifications") (collectively, "Confluent Materials"). Except for the express limited rights set forth under this Agreement, no right, title or interest in any Confluent Materials is granted to Customer. Customer acknowledges that the licenses granted in this Agreement do not include the right to prepare any Modifications of the Confluent Materials. Confluent reserves all rights not expressly granted in this Agreement.
- 5.2 Content. Except for the limited rights granted under this Agreement, as between Customer and Confluent, Customer retains all rights, title and interest, including all intellectual property rights, in Content.
- 5.3 Feedback. Customer has no obligation to provide Confluent any suggestions, enhancement requests, recommendations, or other feedback regarding Confluent's products and services ("Feedback"). However, Confluent may use and include any Feedback that Customer provides regarding Confluent's products and services without restriction or payment.

6. CONFIDENTIALITY

- 6.1 Confidentiality Obligations. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which (a) is designated in writing as proprietary and/or confidential, if disclosed in writing, (b) if disclosed orally,

is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (c) should reasonably be understood to be confidential by the recipient ("Confidential Information"). Notwithstanding any failure to so designate it, Confidential Information of Confluent includes the Cloud Service, the terms of this Agreement, and all Orders hereunder, and Content is Customer's Confidential Information. Each party shall (x) maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information and at least a reasonable degree of care; (y) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (z) not disclose Confidential Information to any party except to its and its Affiliate's employees, subcontractors, and agents as is reasonably required in connection with this Agreement, and who are subject to confidentiality obligations at least as protective as those set forth in this section. The foregoing obligations will not apply to Confidential Information of the other party which (i) is or becomes publicly known without breach of this Agreement; (ii) is discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) is otherwise known to the receiving party without confidentiality restrictions and through no wrongful conduct of the receiving party. Receiving party may disclose Confidential Information to the extent required by law or court order if the receiving party provides prompt notice and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure ("Permitted Disclosure"); and provided that any information so disclosed retains its confidentiality protections for all other purposes.

- 6.2 Injunctive Relief. Any breach or threatened breach of this section 6 may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.

7. WARRANTIES AND DISCLAIMERS

- 7.1 Mutual Warranties. Each party represents and warrants to the other that it has full corporate right and authority to enter into and perform this Agreement.
- 7.2 Confluent Warranties. Confluent represents and warrants that (a) it shall perform Support Services in a professional manner, employing a standard of care, skill, and diligence consistent with industry standards, (b) the Cloud Service will perform in all material respects in accordance with the applicable Documentation and (c) Confluent will not materially decrease the overall security of the Cloud Service during the applicable Order term. Confluent's entire obligation and Customer's sole remedy for a breach of the foregoing warranties will be for Confluent to re-perform the Support Services in accordance with the requirements stated in the Support Services terms, or to correct any nonconformity in the Cloud Service, as applicable. The foregoing warranties will not apply unless Confluent is notified in writing of the applicable nonconformity within thirty (30) days of the date on which Customer first became aware of such applicable nonconformity.
- 7.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, CONFLUENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CLOUD SERVICE, SUPPORT SERVICES OR ANY OTHER CONFLUENT MATERIALS OR SERVICES PROVIDED HEREUNDER. UNLESS CONTRARY TO APPLICABLE LAW, CONFLUENT

SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CONFLUENT DOES NOT WARRANT THAT THE CLOUD SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. INDEMNIFICATION

- 8.1 By Confluent. Confluent will defend Customer from and against any claim, demand, or lawsuit brought against Customer by a third party alleging that the Cloud Service provided under an Order, as made available to Customer by Confluent and used pursuant to this Agreement, infringes such third party's intellectual property rights, and Confluent will pay such damages and/or costs as are finally awarded against Customer or agreed to in settlement attributable to any such action, provided that Customer gives Confluent (a) notification in writing of any such action within sixty (60) days of Customer's receipt thereof; (b) sole control of the defense or settlement of such action (provided any settlement releases Customer from all liability); and (c) all reasonable information and assistance, at Confluent's expense. If the Cloud Service becomes, or in the opinion of Confluent is likely to become, the subject of such an infringement claim, Confluent shall, at its option and expense, either: (i) procure for Customer the right to use the allegedly infringing element of the Cloud Service, at no charge to Customer; (ii) replace or modify, in whole or in part, the Cloud Service to make it non-infringing; or (iii) if neither (i) or (ii) are commercially available, terminate the applicable Order, and refund a pro rata portion of any fees pre-paid by Customer for the terminated Cloud Service. Confluent assumes no liability hereunder for any claim of infringement if such claim is based on: (a) Content, (b) the combination, operation or use of the Cloud Service, with non-Confluent programs or hardware, if the claim would not have arisen but for such combination, operation or use; (c) the open source versions of Apache Kafka or Apache Flink, or any other third party software, or (d) use of the Cloud Service other than in accordance with this Agreement and Documentation. THIS SECTION SETS FORTH CONFLUENT'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.
- 8.2 By Customer. Customer will defend Confluent from and against any claim, demand, or lawsuit brought against Confluent by a third party arising out of or relating to any Content, including any claim involving (a) Content transmitted in violation of the acceptable use and Content restrictions of section 2, or (b) alleged infringement or misappropriation of third-party rights by the Content and Customer will pay such damages or costs as are finally awarded against Confluent attributable to any such action, provided that Confluent gives Customer (i) prompt notification in writing of any such action; (ii) sole control of the defense or settlement of such action (provided any settlement releases Confluent from all liability); and (iii) all reasonable information and assistance, at Customer's expense.

9. LIMITATION OF LIABILITY

- 9.1 NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S (I) LIABILITY FOR PERSONAL INJURY, DEATH OR WILLFUL MISCONDUCT, (II) LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW, OR (III) OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION).
- 9.2 EXCEPT AS SET FORTH IN SECTION 9.1, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER

PARTY TOGETHER WITH ALL OF ITS AFFILIATES EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO CONFLUENT UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

- 9.3 NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOSS OF BUSINESS, PROFITS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THESE EXCLUSIONS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. TERM AND TERMINATION

- 10.1 Agreement Term. This Agreement commences on the Effective Date and will remain in effect until terminated as provided below.

- 10.2 Service Term. The Subscription Term for the Cloud Service shall be set out in the applicable Order. Customer may discontinue its use of the Cloud Service at any time for any reason by following the process in the Confluent website interface to “Delete” Customer’s purchased Cloud Service. Discontinuing use of the Cloud Service will not relieve Customer of any incurred fees and committed payment obligations through the end of all applicable Orders, nor entitle Customer to a refund of any pre-paid amounts.

- 10.3 Termination for Cause. Either party may terminate this Agreement or an Order upon written notice in the event the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice of such breach. Either party may also terminate this Agreement immediately if the other party (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (c) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise. If this Agreement or an Order is terminated by Customer in accordance with this section 10.3, Confluent will refund Customer any unused, prepaid fees for the remainder of the term of Order following the date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the date of termination.

- 10.4 Effect of Termination. Termination or expiry of an Order will not automatically result in termination of this Agreement. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement including without limitation “Orders”, “Fees and Related”, “Intellectual property Ownership”, “Confidentiality”, “Indemnification”, “Limitation of Liability” and “Term and Termination” will survive termination. Upon termination of this Agreement, Customer will immediately cease use of and access to the Cloud Service and the Support Services. Customer is solely responsible for exporting Content from the Cloud Service prior to discontinuation or termination of its use of the Cloud Service.

11. TRIAL USAGE. “Trial Usage” is a short-term evaluation of the Cloud Service that is (i) provided free of charge or discounted due to Customer receiving from Confluent one or more coupon codes or credits towards such usage, or (ii) pursuant to an Order that is specifically labeled “Proof of Concept.” A Trial Usage period ends the earlier of (a) the date Customer enters into a commitment Order for the Cloud Service for a minimum one-year term, or (b) the date Customer has paid non-discounted rates for a period of at least three consecutive months after all coupons expire. For clarity, if more than one coupon code or credit is provided to Customer, Customer’s usage will be considered Trial Usage throughout any interim period between coupon codes or credits. The terms of this section 11 govern Trial Usage and control over any conflicting provision of this Agreement; provided however that Trial Usage will be subject to all applicable provisions of this Agreement that are not in conflict with the provisions of this section 11. Trial Usage shall be limited to internal testing and evaluation purposes on a development or non-production cluster. Unless specifically stated otherwise in an Order, Trial Usage is provided: (a) without support; (b) “AS IS”; and (c) without indemnification, warranty, or condition of any kind. No service level commitment will apply to Trial Usage. Customer must not transmit production data or data regulated by law or regulation into the Cloud Service during Trial Usage. Certain features or functionality of the Cloud Service may not be available in Trial Usage.

12. GENERAL

12.1 Assignment. Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other party’s prior written consent, except to an Affiliate or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported transfer, assignment or delegation without such prior written consent will be void. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

12.2 Delays. In the event that either party is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, acts or intervention of governmental authority, or any other cause beyond the reasonable control of the party invoking this section, and if such party used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

12.3 Governing Law. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California. The parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

12.4 Export Compliance. Confluent Materials are subject to export control laws and regulations. Customer may not access or use the Confluent Materials or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the Confluent

Materials nor any underlying information or technology may be accessed or used (a) by any individual or entity in any country to which the United States has embargoed goods; or (b) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.

- 12.5 Government End-Users. The Cloud Service and Confluent Materials are developed at private expense, and are licensed to the U.S. Government as "commercial items," "commercial computer software," "commercial computer documentation," and "technical data," as those terms are defined in 48 C.F.R. Ch 1 ("FAR") and 48 C.F.R. Ch. 2 ("DFARS"). Any use, modification or disclosure of the foregoing is subject solely to the terms of this Agreement and any other restrictions that generally apply to the Cloud Service and Confluent Materials.
- 12.6 Other. This Agreement, together with and inclusive of any referenced exhibits, addenda and any incorporated terms, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to its subject matter, and is not intended to confer upon any third-party any rights or remedies. Customer acknowledges that it has not relied on any representations other than those contained in this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall prevail. The terms of this Agreement will supersede any additional or conflicting term in any other purchasing-related document issued by Customer and relating to an Order. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it will be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Confluent may use and display Customer's name and logo on the Confluent website and in Confluent marketing and sales materials for the Cloud Service. Nothing in this Agreement will be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect. Confluent will provide any required notice to Customer under this Agreement by sending the notice by email to the email address that Customer provides to Confluent for its account. To provide notice to Confluent under this Agreement, Customer must send the notice, expressly referencing this Agreement and section with respect to which Customer is providing notice, by email to legal@confluent.io.

13. MARKETPLACE TERMS The following terms apply solely to Orders placed through the Marketplace.

- 13.1 Cloud Service Commencement Date. In certain scenarios, the commencement date of the Cloud Service may be up to several days later than the date of the Order.
- 13.2 Reporting Times. Reporting time on metered billing will be shifted by several hours to accommodate varying reporting requirements by the applicable Marketplace.
- 13.3 Renewals. Any Orders subject to discounts and Rate Cards will not automatically renew, regardless of whether Customer has checked a "renew" or auto-renewal box on the applicable Marketplace.

14. DEFINITIONS

- 14.1 “Acceptable Use Policy” means Confluent’s Acceptable Use Policy located at <https://www.confluent.io/contracts/>.
- 14.2 “Affiliate” means any entity that controls, is controlled by, or is under common control with a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the entity.
- 14.3 “Cloud Service” means the online, hosted and managed service for the processing of Content that Confluent makes available for Customer’s use, as described in the Documentation.
- 14.4 “Content” means all data and information submitted to the Cloud Service by Customer or on Customer’s behalf.
- 14.5 “Data Processing Addendum” means the agreement located at <https://confluent.io/cloud-customer-dpa> between Confluent and Customer.
- 14.6 “Documentation” means the published documentation describing the functionality of the Cloud Service, located at <https://docs.confluent.io/cloud/current/overview.html>.
- 14.7 “Marketplace” means the third-party platform through which Customer orders the Cloud Service or other services.
- 14.8 “Order” means (a) an ordering document for a Cloud Service, Support Services, and/or any professional and training services, agreed upon by the parties and referencing this Agreement, or (b) the Cloud Service(s) selected and activated by Customer via the Confluent Cloud website, including any selected Support Services.
- 14.9 “Platform Provider” means the Marketplace vendor with which Customer places the Order.
- 14.10 “Security Addendum” means the Confluent Cloud Security Addendum located at <https://confluent.io/cloud-enterprise-security-addendum>.
- 14.11 “Service Level Agreement” means the uptime service level agreement as set forth at <https://www.confluent.io/confluent-cloud-uptime-sla>.
- 14.12 “Support Services” means the applicable support services that Customer purchases for the Cloud Service, as more fully described at <https://www.confluent.io/confluent-cloud/support>.
- 14.13 “User” means any person that Customer allows access to or use of the Cloud Service, and may include Customer's employees, contractors, service providers, and other third parties that use the Cloud Service in connection with Customer’s own business operations.

Confluent Cloud Definitions and Rules

Effective Date: January 31, 2025

These definitions and rules supplement and are incorporated by reference into Customer's applicable Order with Confluent. All capitalized terms will have the meanings assigned to them in the Order or the Agreement.

Confluent may update these definitions and rules from time to time. Each update will bear an Effective Date, and will apply only to Orders that are entered into after such Effective Date. Prior versions (available in the archive on confluent.io/contracts) remain applicable to Orders entered into during the effective period of such versions.

Pricing: Fees for the Cloud Service are based on per-unit pricing and are charged in accordance with Customer's usage of each component of the Cloud Service, as further described in Customer's Order.

Billing: Cloud Service bills are based on Customer's consumption of resources within Customer's Cloud Organization ID and Tenant ID. Billing for each Cloud Service component accrues at hourly intervals. All billing computations are conducted in Coordinated Universal Time (UTC). To view billing information, log into the Cloud Service and visit the Billing & Payment screen.

Eligible Accounts: Only Cloud Service fees incurred under the account identified in Customer's Order will be eligible for any Discount outlined in the Order.

Total Available Balance: The amount of Cloud Service usage fees the Customer may consume prior to being billed overages during the Order Term.

Net Payable Amount: The amount the Customer is committed to pay under an applicable Order, subject to any schedule defined therein. If not stated, it shall be equivalent to the Total Available Balance.

Support and Additional Services: Confluent offers 3 levels of add-on Support Services plans for the Cloud Service: Developer, Business, and Premier. If Customer elects Premier-level Support Services, then (a) such Support Services must be maintained at the Premier level for the entire Order Term, and (b) following the Order Term, such Premier-level Support Services will end, unless Customer enters into a new commitment Order.

Except for the BYOC Service as set forth on the applicable Order, Support Services are optional and not eligible for any Discounts, but such fees will draw down from the Total Available Balance. Purchases of additional services such as professional services and education services are not subject to any Discount and will not draw down from the Total Available Balance. Confluent's Support Services offerings and monthly charges are described at <https://www.confluent.io/confluent-cloud/support>.

New Components and Continued Usage: If Confluent adds new features or components to the Cloud Service during an Order Term ("New Components") for which Confluent charges separate fees, Confluent will publish supplemented pricing to Customer's Rate Card on or before the date of general availability, and Customer will be charged for usage of such New Components in accordance with such pricing. Any Discount will not be applied to charges for the New Components during the Order Term. If such New Components are initially made available as "Preview" or "Early Access," the pricing may change when the New Components are made generally available.



Additional Terms for BYOC Service: Unless otherwise set forth in the applicable Order, pricing for the BYOC Service Rate Card is published at www.warpstream.com/pricing. Billing for each BYOC Service cluster accrues in 15-minute increments. The BYOC Service has only Business and Premier Support Service plans. In addition, the BYOC Service is subject to the Bring Your Own Cloud Service Terms set forth at <https://www.confluent.io/contracts/>.



Customer-Managed Confluent Platform for Confluent Cloud Definitions and Rules

Effective Date: April 17, 2025

These definitions and rules supplement and are incorporated by reference into your applicable Order with Confluent. If there is a conflict or inconsistency between these definitions and rules and any other document, these definitions and rules control. All capitalized terms will have the meanings assigned to them in the Order or the Agreement.

Confluent may update these definitions and rules from time to time. Each update will bear an Effective Date, and will apply only to Orders that are entered into after such Effective Date. Prior versions (available in the archive on confluent.io/contracts) remain applicable to Orders entered into during the effective period of such versions.

Customer-Managed Confluent Platform for Confluent Cloud

In addition to the definitions and rules applicable to Confluent Platform subscriptions, a Customer-Managed Confluent Platform for Confluent Cloud subscription is subject to the following:

The licensed Confluent Software is limited to the following:

Commercial features	
Kafka Connect Workers	Commercial Connectors*
Control Center	
Operator (k8s)	
Replicator	
Community features	
Kafka Connect Workers	Community-licensed Connectors
REST Proxy	
ksqlDB	
Schema Registry	

* If purchased, as specified in an Order

Customer-Managed Confluent Platform for Confluent Cloud Packages

Customer's purchase of a Customer-Managed Confluent Platform for the Confluent Cloud Package includes both Customer-Managed Confluent Platform Add-on Nodes and Connector Packs. Customer-Managed Confluent Platform for Confluent Cloud packages must be purchased with a Confluent Cloud commitment, or stand-alone with an existing Confluent Cloud



commitment. Customer may use Customer-Managed Confluent Platform for Confluent Cloud solely in connection with access to and use of the Cloud Service. Specifically, and without limiting the foregoing, Customer may not use such subscription to support self-managed Kafka brokers. These packages include:

Package Size	Products	Quantity
Customer-Managed Confluent Platform for Confluent Cloud - Small Package	Customer-Managed Confluent Platform Add-on Node	5
	Customer-Managed Add-on Connector Pack	1
Customer-Managed Confluent Platform for Confluent Cloud - Medium Package	Customer-Managed Confluent Platform Add-on Node	10
	Customer-Managed Add-on Connector Pack	2
Customer-Managed Confluent Platform for Confluent Cloud - Large Package	Customer-Managed Confluent Platform Add-on Node	20
	Customer-Managed Add-on Connector Pack	3

Development Nodes, which are nodes used solely by developers testing code or used solely in a sandbox environment that is not accessed or in any way used by users of the production system, do not count towards Customer's add-on Node quantity.

Customer-Managed Add-on Connector Packs

A Customer-Managed Add-on Connector Pack provides a license and Support Services for up to five (5) commercial connectors per Connector Pack, which may only be used in connection with the Confluent Software licensed under these definitions and rules. Confluent's commercial connectors are identified at <https://www.confluent.io/product/connectors/#commercial>.

Support Services

1. During any period for which Customer has purchased a license for Customer-Managed Confluent Platform for Confluent Cloud, Confluent shall provide Support Services corresponding to the Confluent Platform Support Level (Gold or Platinum) purchased by Customer in the Order.
2. The applicable Maintenance and Support Terms are modified as follows:
 - a. Supported Software. The Support Services for Customer-Managed Confluent Platform for Confluent Cloud will include Apache Kafka® provided with



Customer-Managed Confluent Platform for Confluent Cloud and only those components of the Confluent Software listed under these definitions and rules.

- b. Confluent shall not provide a customer success technical architect resource ("CSTA") to your account for a standalone Customer-Managed Confluent Platform for Confluent CloudPackage. If Customer purchases both Premier Support for Confluent Cloud and Platinum Support for Customer-Managed Confluent Platform for Confluent Cloud, Confluent will provide a CSTA resource for both Confluent Cloud and Confluent Platform.