

Confluent Marketplace Terms of Service

1. YOUR AGREEMENT WITH CONFLUENT

1.1 Your use of Confluent's products and services pursuant to Orders, including purchases of the Confluent Cloud Service, Subscriptions to the deployed on-premise Confluent Platform (together the Cloud Service and Subscriptions are the "Confluent Offerings"), and Services (defined below) is governed by these terms of service ("Agreement"). "Confluent" means Confluent, Inc., a Delaware corporation located at 899 W. Evelyn Avenue, Mountain View, CA 94041. "Your", "You" and "Customer" are used interchangeably and have the same meaning.

1.2 By accessing or using the Confluent Offerings and/or Services, or by clicking on the checkbox that demonstrates acceptance of this Agreement, you are agreeing to 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 Offerings and/or Services.

1.3 Certain defined terms are set forth in section 15 of this Agreement.

2. CLOUD SERVICE TERMS

2.1 Generally. Subject to payment of the applicable Fees to the Marketplace Platform Provider, Confluent will make the Cloud Service available to you for access and use solely for your own business operations and in accordance with the terms of this Agreement. You are responsible for Users' compliance with this Agreement.

2.2 Acceptable Use. You shall not resell, sublicense, rent or lease the Cloud Service, or otherwise make it available to anyone other than your Users. You shall not use the Cloud Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device. You shall not make network connections to any users, hosts, or networks unless you have permission to communicate with them, 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 the foregoing.

2.3 Content Restrictions and Responsibilities. You shall not transmit Content that is illegal, harmful, fraudulent, infringing, offensive, or in violation of any individual's or entity's privacy rights. As more fully described in the Security Addendum (defined below), you shall not transmit PCI DSS-regulated data unless you message-level encrypt such data. If you are a Covered Entity or Business Associate (as defined under HIPAA) you shall not transmit protected health information through the Cloud Service without having entered into a Business Associate Agreement ("BAA") with Confluent. You are solely responsible for (i) the legality of Content, (ii) ensuring compliance with all privacy laws applicable to the collection and provision of Content; (iii) your configuration and use of the Cloud Service, and (iv) taking appropriate action to secure, protect and backup Content, which may include use of encryption to protect Content from unauthorized access. You are responsible for communicating with the Cloud Service through encrypted and authenticated connections, as may be required by Confluent, and for transmitting all Content using such security methods. Confluent does not control the retention policy settings in Apache Kafka™. To the extent that you will be subject to user data access and deletion requests, you are responsible for configuring the retention period on Kafka topics (i.e., category names to which messages are stored and published) that contain EU personal data to a maximum of 30 days.

2.4 Privacy and Security. Unless a separate data processing agreement has been entered into by the parties that specifically references this Agreement, each party shall comply with the Data Processing Addendum ("DPA") located at <https://www.confluent.io/cloud-customer-dpa>. Confluent will use commercially reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use or disclosure of Content, as more fully described in the Confluent Cloud Security Addendum located at <https://www.confluent.io/cloud-enterprise-security-addendum>("Security Addendum"). Confluent will not access any Content except as 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 7.1). You acknowledge that the content of the Security Addendum is subject to technical progress and development and that Confluent may update or modify the Security Addendum from time to time; provided, however,

that such updates and modifications will not result in the degradation of the overall security of the Cloud Service.

2.5 Registration. You must register and setup an authorized account to use the Cloud Service. You must keep the registration information accurate and complete. You are responsible for the security of your User IDs and passwords and for the use of your accounts and will immediately notify Confluent of any unauthorized use at support@confluent.io.

2.6 Cloud Service Level. For applicable Orders, Confluent will provide an uptime service level agreement for the Cloud Service (“SLA”) as set forth at <https://www.confluent.io/confluent-cloud-uptime-sla>.

2.7 Cloud Service Proof Of Concept. A “Proof of Concept” is a short-term evaluation of the Cloud Service, pursuant to an Order that is specifically labeled “Proof of Concept.” If you order a Proof of Concept, the terms of this section 2.7 govern that use and control over any conflicting provision of this Agreement; provided however that the Proof of Concept Order will be subject to all applicable provisions of this Agreement that are not in conflict with the provisions of this section 2.7. You may use the Proof of Concept only for (a) internal testing and evaluation purposes on a development or non-production cluster, and (b) the period stated in the Order. If the Order does not state a term, the term for the Proof of Concept will be for 30 days beginning on the date you are provided access to the Cloud Service. You will not have access to any data or Content after the Proof of Concept term ends. Confluent will provide the Proof of Concept: (a) without Support Services; (b) “AS IS”; and (c) without indemnification, warranty, or condition of any kind. No SLA will apply to the Proof of Concept. You must not transmit production data or data regulated by law or regulation into the Cloud Service during the Proof of Concept term. Certain features or functionality of the Cloud Service may not be available in a Proof of Concept. Providing any Proof of Concept, or any feature or functionality in a Proof of Concept, does not constitute a Confluent commitment to offer it or the Proof of Concept on a generally available basis.

2.8 Support Services. Confluent will provide Support Services for the Cloud Service, as provided in Confluent’s applicable support policy and in accordance with the level of Support Services purchased. If you do not purchase a different level of Support Services, Confluent will provide a “Free” level of Support Services. If you order Premier Support Services, then you may not change or cancel Premier Support Services during the term of the applicable Order.

3. CONFLUENT PLATFORM SUBSCRIPTION TERMS

3.1 License. Subject to payment of the applicable Fees to the Marketplace Platform Provider and the terms of the applicable Order, Confluent grants to you a limited, world-wide, non-exclusive, non-transferable, right and license (without right to sublicense) to install and use the Confluent Software, during the applicable Subscription Term, solely for your and your Affiliate's internal business operations, in accordance with the terms of this Agreement and the applicable Order.

3.2 Affiliates and Service Providers. You may permit your Affiliates to use Subscriptions purchased by you hereunder, provided that (i) you shall remain responsible for each such Affiliate's compliance with the terms of this Agreement, and (ii) any such use together with your use must be, in the aggregate, within the limitations set forth in the applicable Order. You may permit your third-party service providers to install and use the Confluent Software to provide outsourced services to you, and you will be solely responsible for such service provider's compliance with this Agreement.

3.3 Restrictions on Use. You 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) modify the Confluent Software, or (c) disassemble, decompile or reverse engineer any portions of the Confluent Software that are not provided in source code format, or otherwise attempt to gain access to the source code to such Confluent Software (or the underlying ideas, algorithms, structure or organization of the object code in the Confluent Software). The foregoing restriction is inapplicable to the extent prohibited by applicable law; provided that, in the event that you intend to disassemble, decompile or reverse engineer the Confluent Software, you shall first provide Confluent with written notice thereof.

3.4 Copies. You may make copies of the Confluent Software as reasonably necessary to exercise the license granted in section 3.1, 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.

3.5 Confluent Audit Rights. Confluent reserves the right, upon prior notice and during normal business hours, to audit your usage of the Confluent Software and your compliance with the terms of the applicable Order. If Confluent determines as a result of such audit that any Fees are

due from you under the terms of this Agreement, you shall 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 less, 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, you shall reimburse Confluent for the reasonable cost of such audit.

3.6 Delivery. The Confluent Software, and any versions, updates or maintenance releases of any component thereof, will be delivered only through an electronic transfer. The parties shall reasonably cooperate to effectuate such delivery via FTP or other reasonable means.

3.7 Support Services. Confluent will provide Support Services in accordance with Confluent's applicable support policy specified in the applicable Order.

3.8 Limited Confluent Platform Subscription. As part of a commitment order for the Cloud Service, during the term of such Order Confluent provides you a limited, self-managed subscription to the Confluent Platform, consisting of a license to Confluent Software, and, where applicable as specified in this section, Support Services for the Confluent Platform software. "Self-managed" means that such software is downloaded, installed and operated by you in a self-managed environment, rather than managed and provided by Confluent as part of the Cloud Service.

You may use such Confluent Platform Subscription solely in connection with your access to and use of the Cloud Service. Specifically, and without limiting the foregoing, you may not use such Confluent Platform Subscription to support self-managed Kafka brokers. Your right to use such Confluent Platform Subscription under a commitment Order will terminate upon the end of the commitment Order term. Such Confluent Platform Subscription does not include a license to use Premium Connectors, which license must be purchased separately.

During any period for which you have purchased Business-level or Premier-level Support Services for the Cloud Service, Confluent shall provide Support Services for the self-managed Confluent Platform in accordance with the applicable Support Services terms.

4. SERVICES. Your Order may include training services (“Education Services”) and/or professional services (“Professional Services”). Collectively, the Education Services and Professional Services are called the “Services”. Confluent will provide you with the Professional Services and/or Education Services purchased under an Order in accordance with the Order and the Supplemental Terms for Services Engagements posted at <https://www.confluent.io/supplemental-services-terms>, which are hereby incorporated by reference. All Professional and/or Education Services must be performed within one (1) year of the Order effective date, and Confluent will not be obligated to perform any undelivered Services after such date.

5. ORDERS, FEES AND RELATED

5.1 Orders Generally. All Orders are subject to the terms of this Agreement and the applicable Marketplace Platform Provider’s terms. Fees will be as specified in the Order and/or Cloud Service user interface, as applicable, are non-cancelable, non-refundable (unless expressly stated in this Agreement), and will be billed and payable according to the Marketplace Platform Provider’s terms.

5.2 Cloud Service Orders. Unless otherwise specified in a written Order for the Cloud Service, your use of the Cloud Service is subject to the fee schedule specified in the Cloud Service user interface or Documentation, and usage Fees will be calculated, billed and payable according to the Marketplace Platform Provider’s terms.

5.3 Late Payments. Upon notice to you, Confluent may suspend your access to the Cloud Service or Support Services, or delete your Cloud Service account, for failure to pay any amounts owed when due.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Confluent Materials. Confluent or its licensors retain all rights, title and interest, in and to all intellectual property rights in the Cloud Service, Confluent Software, including all related and underlying technology and documentation; and any derivative works, changes, corrections, bug fixes, enhancements, updates, modifications, or improvements of any of the foregoing (“Modifications”), and including any Feedback (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 you. You acknowledge 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. No rights are granted by implication.

6.2 Content. Except for the limited rights granted under this Agreement, as between you and Confluent, you retain all rights, title and interest, including all intellectual property rights, in the Content. Content does not include data that Confluent collects as specified in section 12 (Usage Data).

6.3 Feedback. You have 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 you provide in Confluent's products and services without restriction or payment.

7. CONFIDENTIALITY

7.1 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 either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient ("Confidential Information"). Notwithstanding any failure to so designate it, the Confluent Software is Confluent's Confidential Information, and Content is your Confidential Information. Each party shall (a) maintain the confidentiality of the other party's Confidential Information using at least a reasonable degree of care; (b) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (c) 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 Disclosures").

7.2 Injunctive Relief. Any breach or threatened breach of this section 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.

8. WARRANTIES AND DISCLAIMERS

8.1 Cloud Service. Confluent represents and warrants that the Cloud Service will perform in all material respects in accordance with the applicable Documentation. Confluent's entire obligation and your sole remedy for a breach of the foregoing warranty will be for Confluent to correct any non-conformity in the Cloud Service.

8.2 Confluent Software. Confluent represents and warrants that for a period of thirty (30) days after the first delivery of the Confluent Software to you, the Confluent Software in the form delivered by Confluent will perform substantially in accordance with the applicable Documentation. This limited warranty shall not apply if the Confluent Software has been altered or modified or used other than in accordance with this Agreement or the instructions furnished by Confluent. Confluent's entire obligation and your sole remedy under the limited warranty set forth herein will be to correct any failure of the Confluent Software to conform to its Documentation.

8.3 Support Services. Confluent represents and warrants that it shall perform Support Services in a professional manner, employing a standard of care, skill and diligence consistent with industry standards. Confluent's entire obligation and your sole remedy for a breach of the foregoing warranty will be for Confluent to use commercially reasonable efforts to re-perform the Support Services in accordance with the applicable Support Services terms.

8.3 Notice of Warranty Claim. The warranties under sections 8.1 through 8.3 will not apply unless you notify Confluent of the applicable nonconformity within thirty (30) days of the date on which you first became aware of such applicable nonconformity.

8.3 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES STATED IN THIS SECTION, CONFLUENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CLOUD SERVICE, CONFLUENT SOFTWARE, SUPPORT SERVICES, OR ANY OTHER MATERIALS OR 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. CONFLUENT DOES NOT WARRANT THAT THE CLOUD SERVICE OR CONFLUENT SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS DISCLAIMER DIMINISHES ANY OBLIGATIONS EXPRESSLY STATED IN THE SERVICE LEVEL AGREEMENT REFERENCED IN THIS AGREEMENT OR AN ORDER HEREUNDER.

9. INDEMNIFICATION

9.1 By Confluent. Confluent will defend you from and against any claim, demand, or lawsuit brought against you by a third party alleging that the Cloud Service or the Confluent Platform (together, the “Confluent Technology”), as made available to you 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 you or agreed to in settlement attributable to any such action, provided that you give Confluent (a) prompt notification in writing of any such action; (b) sole control of the defense or settlement of such action (provided any settlement releases you from all liability); and (c) all reasonable information and assistance, at Confluent’s expense. If the Confluent Technology 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 the right for you to use the allegedly infringing element of the Confluent Technology, at no charge; (ii) replace or modify, in whole or in part, the Confluent Technology 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 paid by you under such Order.

Confluent assumes no liability hereunder for any claim of infringement if such claim is based on: (a) Content, (b) use of software other than a current unaltered release of the Confluent Software, as provided by Confluent to you; (c) the combination, operation or use of the Confluent Technology with non-Confluent programs or hardware, if the claim would not have arisen but for such combination, operation, or use, (d) any alteration or modification of the Confluent Software by a party other than Confluent, (e) the public open source versions of Apache Kafka or any other Third Party Software, or (f) use of the Confluent Technology, 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 YOUR SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

9.2 By You. You 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 alleged infringement or misappropriation of third-party rights by the Content or any breach of section 2.3 (Content Restrictions and Responsibilities), and you will pay such damages or costs as are finally awarded against Confluent attributable to any such action, provided that Confluent gives you (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 your expense.

10. LIMITATION OF LIABILITY

10.1 Exclusions and Limitations. 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 9 (INDEMNIFICATION).

10.2 EXCEPT AS SET FORTH IN SECTION 10.1,

(A) NEITHER PARTY (NOR ITS SUPPLIERS) 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, 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; AND

(B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES OR LIABILITY OF ANY TYPE EXCEED THE AMOUNT PAID OR PAYABLE BY YOU PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

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

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the earlier of the effective date of the initial Order under this Agreement or the date you first access or use any Cloud Service or Subscription, and will remain in effect until terminated as provided below.

11.2 Termination. Unless otherwise stated in an applicable Order, you may discontinue your use of the Cloud Service at any time for any reason by following the process in the Confluent website interface to "Delete" your purchased Cloud Service. Discontinuing use of the Cloud Service will not relieve you of any incurred Fees and payment obligations. 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. The termination of an Order will not automatically result in the termination of this Agreement. 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.

11.3 Effect of Termination. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement will survive termination. Upon termination of this Agreement or expiration of an Order, you will immediately cease use of and access to the Cloud Service (if ordered), and if applicable the Support Services, and delete all copies of the Confluent Software and related documentation. You are solely responsible for exporting Content from the Cloud

Service prior to expiration or termination of this Agreement. You acknowledge that following termination you will have no further access to any Content.

12. USAGE DATA. Confluent may from time to time use and process data about your use of the products and services, for the purposes of creating statistics and analytics data. Confluent may use such data for its own business purposes, including to maintain and improve its products and services and to monitor and analyze its activities in connection with the performance of such services. In addition, you acknowledge that certain features of the Confluent Software and Third Party Software may be configured to collect and report telemetry data to Confluent as more particularly described in *More Information Regarding Confluent Data Collection* located at <https://www.confluent.io/moreinformation/> . You may enable or disable transmission of such telemetry data to Confluent at any time.

13. ADDITIONAL MARKETPLACE-SPECIFIC TERMS

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 commitment Orders subject to discounts and Rate Cards will not automatically renew, regardless of whether you have checked a “renew” or auto-renewal box on the applicable Marketplace.

14. GENERAL

14.1 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.

14.2 Third Party Software. In addition to the Confluent Software, Confluent also makes available certain third party open source software as identified in the applicable help, notices, about or source files (“Third Party Software”). The Third Party Software shall be subject to the applicable open source license(s) and not this Agreement, and is provided by Confluent at no charge. Confluent makes no warranties, express or implied, and will not be obligated under section 9 with respect to any Third Party Software. To the extent the terms of open source 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 open source 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.

14.3 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, 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.

14.4 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.

14.5 Export Compliance. Confluent Materials are subject to export control laws and regulations. You 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.

14.6 Government End-Users. If Confluent Software is being licensed by the U.S. Government, the Confluent Software is deemed to be "commercial computer software" and "commercial computer documentation" developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

14.7 Other. This Agreement, together with and inclusive of any referenced exhibits, addendums and 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. For clarity, you acknowledge and agrees that in entering into Orders it is not relying on the future availability of any specific software program or updates. However, the foregoing sentence does not reduce or diminish Confluent's obligation to provide purchased Support Services in accordance with the applicable Support Services terms. you acknowledge that it has not relied on any representations other than those contained in this Agreement. Confluent may use your trade names, service marks and logos in marketing materials and customer lists for advertising or publicizing your use of the Cloud Service. The terms of this Agreement will supersede any additional or conflicting term in any purchase order or other purchasing-related document issued by you 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. 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 you under this Agreement by sending the notice by email to the email address associated with your account. To

provide notice to Confluent under this Agreement, you must send the notice by email to legal@confluent.io. Each party represents and warrants that the individual binding a party under this Agreement and any Order is authorized to do so.