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CONFLUENT CLOUD SERVICES AGREEMENT

Updated: November 16, 2023

NOT TO BE EDITED

This Cloud Services Agreement ("Agreement" or "Agreement of Purchase" or "Purchase Agreement") is entered into by and between Confluent, Inc. ("Confluent") and the purchaser or user of the Confluent Cloud Service ("Customer"). "Confluent" means Confluent, Inc., located at 895 California Street, Suite 300, San Francisco, CA 94109. "You" and "Customer" are used interchangeably. The effective date of this Agreement ("Effective Date") is the date of the last signature of the Customer. The terms of this Agreement or commences use of the Cloud Service are governed by this Agreement.

By entering into an Order referencing these terms, as a reseller, by clicking an appropriate button to create an account for the Cloud Service, you are agreeing to and accepting these terms of this Agreement on behalf of an entity, then you represent and warrant that entity to this Agreement. If you do not accept these terms, you may not use the Cloud Service.

Notwithstanding the foregoing, if there is a written agreement between the parties that addresses the subject matter covered by these terms, that agreement shall govern.

1. CONFLUENT CLOUD SERVICE

1.1 Provision of the Cloud Service. During the term of this Agreement, Confluent will provide the Cloud Service available to Customer for Customer's use in accordance with the terms of this Agreement, the Order, and the applicable Service Level Agreement ("SLA") to Customer at the level subscribed to by Customer in accordance with the applicable Service Level Agreement ("SLA") to Customer in accordance with all laws applicable to Confluent.

1.2 Registration. Customer must register and maintain its registration information accurate and up-to-date. Customer must keep the registration information accurate and up-to-date, including its User IDs and passwords and for the use of the Cloud Service. Customer must notify support@confluent.com of any unauthorized use at support@confluent.com.

2. CUSTOMER USE

2.1 Acceptable Use; Additional Restrictions on Use. Customers must comply with Confluent's Acceptable Use Policy ("AUP") and must not otherwise make the Cloud Service available to third parties.