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CONFLUENT

CONFLUENT CLOUD SERVICES AGREEMENT

Updated: November 16, 2023

NOT TO BE EDITED

This Cloud Services Agreement ("Agreement") is made and entered into by and between Confluent, Inc., located at 89 Franklin Street, Boston, MA 02108 ("Confluent"), and the purchaser or user of the Confluent Cloud Service ("Customer").

"Confluent" means Confluent, Inc., located at 89 Franklin Street, Boston, MA 02108.

"You" and "Customer" are used interchangeably to refer to the party that has accepted this Agreement.

The effective date of this Agreement ("Effective Date") is the date on which Customer first uses the Confluent Cloud Service or commences using the terms of this Agreement or commences using the Confluent Cloud Service governed by this Agreement.

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

Notwithstanding the foregoing, if there is a written agreement which addresses the subject matter covered by these terms, such agreement shall control.

1. CONFLUENT CLOUD SERVICE

- 1.1 **Provision of the Cloud Service.** During the Service available to Customer for Customer the terms of this Agreement, the Order, Services to Customer at the level subscribed accordance with the applicable Service accordance with all laws applicable to Confluent.
 - 1.2 **Registration.** Customer must register and shall keep the registration information accurate its User IDs and passwords and for the use any unauthorized use at support@confluent.

2. CUSTOMER USE

- 2.1 Acceptable Use; Additional Restrictions** (Users comply with) Confluent's Acceptable Use or otherwise make the Cloud Service