



CONFLUENT DISTRIBUTOR AGREEMENT

This Confluent Distributor Agreement ("Agreement") is between Confluent, Inc. with offices at 899 W. Evelyn Avenue, Mountain View, CA 94041 ("Confluent") and Ingram Micro Gulf - Aptec Distribution FZ LLC with offices at Floor 2, Building 1, Innovation Hub, Al Falak street, Dubai Internet City, Dubai, 33550, United Arab Emirates ("Distributor") and is effective as of the last of the signature dates below ("Effective Date").

1. APPOINTMENT

- 1.1 Appointment as Distributor; Approval of Resellers. Subject to the terms of this Agreement, Confluent hereby appoints Distributor and provides Distributor with a non-exclusive, non-transferable, non-assignable limited right to market, promote, distribute, and resell the Products in the Territory to Resellers and End Customers and to identify itself as a "Confluent Distributor" and/or "Confluent Reseller." To the extent permitted by applicable law, appointment of Resellers by Distributor for the resale of Products shall in each case be subject to advance written approval by Confluent, which such approval may not be unreasonably withheld. Confluent may, in its sole reasonable discretion, to the extent permitted by law, and upon ten days' advance written notice thereof, (a) revoke the authorizations in this Agreement with respect to any Reseller; or (b) revoke the authorizations in this Agreement with respect to certain territories or categories of Resellers or End Customers based on changes in Confluent's overall resale and distribution programs. For the avoidance of doubt, nothing in this Agreement shall restrict Confluent's right to market, promote, distribute, and sell the Products to other distributors, Resellers, and End Customers.
- 1.2 Responsibilities. Distributor shall receive orders for the Products from authorized Resellers and/or End Customers, resell the Products at prices established solely by Distributor and/or Reseller(s), ensure all End Customers agree to the applicable EULAs, and pay Confluent for such Orders in accordance with this Agreement. Distributor is not granted any licenses to the Products or Documentation for Distributor's own use; any such use will be governed by a separate agreement between Confluent and Distributor.
- 1.3 Distribution Reseller Terms. Prior to accepting an order from a Reseller for Products, Distributor shall cause each Reseller to enter into the then-current version of Distribution Reseller Terms with Confluent. Distributor shall facilitate such execution of Distribution Reseller Terms via the process reasonably specified by Confluent. Confluent may suspend or transfer an Order made via a Reseller if such Reseller materially breaches the Distribution Reseller Terms.

2. ORDER PROCESS

- 2.1 Orders. Upon Distributor's request, Confluent shall provide Distributor with formal quotes for Orders that Distributor wishes to place. Following receipt of such a quote, Distributor may place an Order with Confluent by sending a formal request to Confluent that references the applicable quote. All Orders placed with Confluent will be subject to acceptance or rejection by Confluent in its sole discretion. Notwithstanding the foregoing, order processes may differ for Orders placed through online third-party marketplaces as may be directed by Confluent and/or the provider of such online third-party marketplaces.



- 2.2 EULAs. Regardless of whether an End Customer purchases Products from a Reseller or Distributor, Distributor will ensure each End Customer agrees to all applicable Confluent EULA(s) prior to such End Customer's use of the applicable Products such that the EULA(s) are legally binding upon each End Customer. By executing an Order with Confluent, Distributor confirms that it has complied with this requirement. As between Confluent and Distributor, Distributor is solely responsible for any liability incurred by it or Confluent as a result of failure to ensure that each End Customer has agreed to the applicable EULA(s).
- 2.3 Delivery Process. Confluent will deliver the Product(s) directly to the End Customer(s) in accordance with the applicable EULA(s).
- 2.4 Redacted Orders. Distributor shall provide Confluent with purchase orders (or equivalent order documents) from the End Customers as proof that the End Customers have entered into binding agreements to procure the Products from Distributor and/or Reseller as set forth on the corresponding Orders. Distributor may redact pricing information and other competitively sensitive information from such purchase orders prior to delivery to Confluent.
- 2.5 Order Renewals. Distributor shall notify Confluent at least thirty (30) days prior to the expiration of an End Customer's Order term regarding whether such End Customer wishes to renew its Order. A new Order must be made for each subscription renewal by an End Customer. Distributor acknowledges that Confluent may terminate an End Customer's access to the Products if Distributor fails to make a timely renewal Order, and as between Confluent and Distributor, Distributor will be solely responsible for any consequences of termination for failure to timely renew the End Customer's Order. Distributor acknowledges and agrees that for Orders of Confluent Cloud, should an End Customer fail to renew its Order and yet continue to use Confluent Cloud after the expiration or termination of its Order, then such End Customer's use of Confluent Cloud may be converted to a monthly subscription, which may be billed based on the End Customer's usage as described in the EULA. As between Confluent and Distributor, Distributor is responsible for all such fees incurred by End Customer.

3. FEES AND PAYMENTS

- 3.1 Fees. Fees charged to Distributor for the Products will be set forth in the corresponding Orders based on the quotes provided by Confluent at the request of Distributor. Pricing provided by Confluent to Distributor will be honored for the time that the quote is valid.
- 3.2 Payment Terms. Fees shall be due thirty (30) days from date of the applicable invoice unless otherwise specified by Confluent in writing. Distributor shall make all payments for the Fees and otherwise in United States Dollars, free of currency control or other restrictions to Confluent at the address or to account details designated by Confluent. Distributor is solely responsible for pricing, payment terms, and collection as between Distributor and Reseller and/or End Customers.
- 3.3 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. If Distributor's account is thirty (30) days or more overdue, then in addition to any of its other rights or remedies, Confluent reserves the right to suspend performance under this Agreement or under any Order(s) until such amounts are paid in



full. If Distributor continues to fail to make payment, Confluent may then at its discretion transfer the End Customers with whom Distributor and/or its Resellers have entered into Orders and their associated Orders to a direct relationship with Confluent or to an alternate distributor or reseller.

- 3.4 **Taxes and Tariffs.** Distributor 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. All payments made under this Agreement shall be net of any applicable income withholding tax. If any withholding tax applies in accordance with Distributor's local country tax law on the amounts that would be paid by Distributor to Confluent, Distributor will withhold the applicable tax based on the rate specified by the local law and subtract the amount of the withholding tax from the amount owed to Confluent. Distributor shall affect such withholding, remit such amounts to the appropriate taxing authorities promptly, and, within a reasonable time from when the withholding tax certificate is issued under local law, furnish Confluent with proof of payment; and upon request by Confluent, Distributor shall provide evidence of the obligation to withhold. In order to benefit from any specific exemption or reduced tax rate established through a double tax treaty concluded between Distributor's country of tax residency and the country of tax residency of Confluent, Confluent will deliver to Distributor the original tax residency certificate valid at the due date of the payment.
- 3.5 **Additional Charges.** Distributor acknowledges that if End Customer exceeds its pre-paid amount under an Order prior to the expiry of the applicable Order term, then Distributor will pay Confluent such additional amount due as may be notified to Distributor via additional invoice(s).
- 3.6 **Records and Audit.** Distributor shall maintain, for at least seven (7) years following termination or expiration of this Agreement, its records, contracts, and accounts relating to the resale of Products, and will permit examination thereof by authorized representatives of Confluent at reasonable times with at least thirty (30) days advance written notice of such examination to confirm Distributor's compliance with this Agreement.
- 3.7 **Marketplace Transactions.** Notwithstanding anything to the contrary in this Section 3, payment terms may differ for Orders placed via online third-party marketplaces, which may require the parties to facilitate payments via the third-party marketplace providers according to their terms. In the event of any conflict with this Agreement and the terms of any agreements with a third-party marketplace provider, the terms of the third-party marketplace provider shall govern only to the extent required by the third-party marketplace provider in order to facilitate the corresponding transaction being facilitated through the applicable third-party marketplace.
4. **MARKETING AND PROMOTION**
- 4.1 **Marks.** Subject to the terms and conditions of this Agreement, Confluent grants Distributor a non-exclusive, non-transferable license to use the Marks in connection with Distributor's marketing of the Products, provided that such use is in accordance with Confluent's Trademark Guidelines made available at confluent.io/confluent-trademark-guidelines/. Nothing in this Agreement grants Distributor ownership or any rights in or to use the Marks, except in accordance with this limited license. Distributor confirms that it has not used or registered, and shall not use or register, any mark or domain name confusingly similar to the Marks or that includes the word "Confluent." The rights



granted to Distributor in this license will terminate upon any termination or expiration of this Agreement, and accordingly, upon such termination or expiration, Distributor will no longer make any use of any Marks except as may otherwise be permitted by any other applicable agreement(s) between the parties or as otherwise permitted under applicable law. During the Term, Confluent may use Distributor's trademarks to identify Distributor as a partner of Confluent, subject to any trademark and branding requirements that Distributor may issue to Confluent.

- 4.2 Distributor Covenants. Distributor shall: (a) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, and reputation of Confluent; (b) not engage in deceptive, misleading, or unethical practices, such as the making of any false or misleading statements with regard to Confluent or the Products; (c) not publish or employ any misleading or deceptive advertising material in regards to the Products; (d) make no representations, warranties, or guarantees to customers or to the trade with respect to the specifications, features, or capabilities of the Products that are inconsistent with the Documentation therefor; and (e) comply with the Confluent Business Partner Code of Conduct made available at www.confluent.io/contracts.
- 4.3 Compliance with Law. Distributor shall comply with all applicable laws and regulations in carrying on its business and in its performance of its obligations under this Agreement.
- 4.4 Costs and Expenses. Except as the parties may agree in writing, each party will pay all costs and expenses incurred in the performance of its own obligations under this Agreement.

5. OWNERSHIP AND RESTRICTIONS

- 5.1 Ownership. Confluent and its licensors, as applicable, own all rights, title, and interest in and to the Products, Documentation, Marks, and any other proprietary materials that may be provided to Distributor under this Agreement. Distributor owns all rights, title, and interest in and to Distributor's trademarks and other intellectual property rights. Other than as expressly set forth in this Agreement, no license or other intellectual property rights are granted to Confluent nor Distributor, and all such rights are hereby expressly reserved by the respective parties.
- 5.2 Restrictions. Distributor shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Products in any way other than to resell to End Customers as described in this Agreement and accepted Orders; (b) modify or make derivative works based on, reverse engineer, or reverse compile the Products (except to the extent expressly permitted by Confluent in writing and/or to the minimum extent such restriction is prohibited by applicable law); or (c) interfere with or disrupt the integrity or performance of the Products.

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 that: (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, the terms of this Agreement and all



Orders hereunder are 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 Affiliates' 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 that: (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, provided that any information so disclosed retains its confidentiality protections for all other purposes.

- 6.2 Personal Information. Each party agrees: (a) that each party shall comply with all applicable Privacy Laws, including any instructions it provides in relation to the collection, use, or disclosure of Personal Information; (b) that each party must not, by any act or omission in connection with this Agreement, place the other party in breach of any Privacy Laws; and (c) that Distributor shall obtain all necessary consents from any individuals to enable Confluent to collect, use, and disclose the Personal Information of individuals for the purposes of performing its obligations under the Agreement.
- 6.3 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. **WARRANTY DISCLAIMER**

- 7.1 Confluent Warranty to End Customer. Confluent provides limited warranties for the Products directly to the End Customers via the EULAs. No warranty is made to Distributor or a Reseller regarding the functionality or performance of the Products and no warranty is provided to Distributor or Reseller on any Products.
- 7.2 Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY DISCLAIMED BY CONFLUENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. **INDEMNIFICATION**

- 8.1 Indemnification by Distributor: Distributor shall defend, indemnify, and hold Confluent and its affiliates harmless against any loss or damage (including without limitation reasonable attorneys' fees) incurred in connection with or arising from: (a) claims made or brought against Confluent by a



third party alleging that any product or service not offered by Confluent with which Distributor bundles, offers, and/or distributes the Products infringes the intellectual property rights of a third party; (b) Distributor's alleged breach of this Agreement; (c) claims made or brought against Confluent by any Reseller with respect to any Products sold by Distributor; (d) Distributor's promotional and sales activities; (e) Confluent's collection efforts for Fees that Distributor fails to pay in accordance with this Agreement (including, without limitation, attorneys' fees and court costs); or (f) disputes between Distributor and any Reseller or End Customer. Confluent shall promptly give written notice of the applicable claim to Distributor; give Distributor sole control of the defense and settlement of the applicable (provided that Distributor may not settle or defend any claim unless it unconditionally releases Confluent of all liability); and will provide to Distributor, at Distributor's cost, all reasonable assistance.

- 8.2 Indemnification by Confluent. Confluent shall defend, or at its option, settle, an action brought against Distributor by a third party alleging that the act of selling the Products as authorized under this Agreement infringes the intellectual property rights of such third party (a "Claim"), including paying reasonable attorney fees and costs, and will pay a judgment or settlement awarded against Distributor in such Claim, provided that Distributor (i) promptly gives written notice of the Claim to Confluent; (ii) gives Confluent sole control of the defense and settlement of the Claim (provided that Confluent may not settle or defend any Claim unless it unconditionally releases Distributor of all liability); and (iii) provides to Confluent, at Confluent's cost, all reasonable assistance. Confluent will have no obligations to Distributor under this Section to the extent such Claims arise from (a) the open source versions of Apache Kafka or Apache Flink, or any other third party software, (b) misuse of the Products or from the combination of the Products with non-Confluent programs or hardware, if the claim would not have arisen but for such combination, operation or use (c) use of the Products other than in accordance with this Agreement. Confluent will have no obligations to Distributor under this Section to the extent a Claim arises from Distributors breach of this Agreement. In the event of a Claim Confluent may terminate any obligation to continue providing the Products without liability for such termination.

THIS SECTION SETS FORTH CONFLUENT'S ENTIRE LIABILITY AND OBLIGATION AND DISTRIBUTOR'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

9. **LIMITATION OF LIABILITY**

- 9.1 NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S: (a) LIABILITY FOR PERSONAL INJURY, DEATH, OR WILLFUL MISCONDUCT; (b) LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW; (c) LIABILITY FOR BREACH OF SECTION 6 ("CONFIDENTIALITY"); (d) DISTRIBUTOR'S OBLIGATIONS ARISING UNDER SECTION 8 ("INDEMNIFICATION"); (e) LIABILITY REGARDING OBLIGATIONS ARISING UNDER SECTION 11 ("EXPORT LAW AND ANTI-CORRUPTION ASSURANCES"); OR (F) ANY OF DISTRIBUTOR'S PAYMENT OBLIGATIONS ARISING HEREUNDER.
- 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 DISTRIBUTOR TO CONFLUENT UNDER THIS AGREEMENT FOR ALL ORDERS 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 EXCEPT AS SET FORTH IN SECTION 9.1, 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.

9.4 THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 9 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. TERM AND TERMINATION

10.1 Term. The Term of this Agreement is one (1) year from the Effective Date (the "Initial Term") and, unless earlier terminated as set forth below, automatically renews for subsequent consecutive one-year terms (each, a "Renewal Term") unless either party provides the other party with notice of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the then-current Term.

10.2 Termination. Either party may terminate this Agreement: (a) upon thirty (30) days' written notice to the other party of a material breach, provided such breach remains uncured at the expiration of the notice period; (b) immediately upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (c) for convenience upon thirty (30) days' written notice to the other party. Further, Confluent shall have the right to immediately terminate this Agreement if Confluent reasonably believes that Distributor has materially breached Section 11 or that such a breach is imminent. In such circumstances, Confluent shall have no further obligation or liability to Distributor under this Agreement.

10.3 Continuity. Following any termination or expiration of this Agreement, any Order accepted by Confluent prior to the date of termination or expiration will remain in effect and continue to be governed by the terms and conditions of this Agreement. In such case, Confluent shall continue to provide the Products to the End Customers and Distributor shall continue to make payments and follow all other applicable terms of this Agreement, and this Agreement shall remain in full force and effect for the duration of all active Orders to the extent necessary to govern such Orders.

10.4 Survival. Sections 13, 2, 3, 5, 6, 7.2, 8, 9, 10, 11, and 12 of this Agreement will survive the expiration or termination of this Agreement, as will any terms of this Agreement that independently state that such term will survive. All payment obligations incurred prior to termination or expiration shall survive the termination or expiration of this Agreement, including, without limitation, all Fees associated with all Orders accepted by Confluent, whether or not the End Customers' payment obligations under the Orders have yet accrued.

11. EXPORT LAW AND ANTI-CORRUPTION ASSURANCES

11.1 Export Law Assurances. Distributor acknowledges that the Products, Documentation, underlying technology, and any accompanying technical data (collectively, "Confluent Materials") are subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and



the regulations promulgated thereunder. Distributor represents and warrants that Distributor will not download or otherwise export or re-export the Confluent Materials except for in full compliance with all applicable export laws, restrictions, and regulations of any United States and foreign agency or authority, including without limitation the Act. Further, Distributor represents and warrants that none of the Confluent Materials will be downloaded or otherwise exported or re-exported into (or to a national or resident of) any country to which the United States has embargoed goods, or to 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. Distributor hereby agrees to the foregoing and represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.

11.2 Anti-Corruption Assurances. Distributor represents and warrants that it will comply with the U.S. Foreign Corrupt Practices Act, and all other applicable laws, regulations, and requirements in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Distributor represents and warrants that it will not, directly or indirectly, promise, authorize, offer, pay, or accept anything of value, to or from another person, including a Covered Person, to secure an improper advantage, encourage someone to violate his or her duties, or improperly influence an official act, decision, or official: (i) in connection with the performance of services under this Agreement; (ii) for the purpose of helping Confluent secure or retain business; or (iii) to expedite or secure the performance of any routine or administrative governmental action, even if a delay in securing such governmental action may cause Distributor or Confluent inconvenience or disruption to their respective business activities. Anything that benefits the recipient or the recipient's relatives may be deemed "a thing of value" (e.g., money, cash equivalents, gift cards, donations, stock, employment opportunities, exclusive memberships, gifts, travel, hospitality, meals, and entertainment). Distributor shall promptly notify Confluent of any known violation of this Section. "Covered Person" means: (a) an officer, employee, agent, or representative of any government, including any department, agency, or subdivision thereof; (b) an officer, employee, agent, or representative of any public international organization (such as the United Nations, the World Bank, or a regional development bank); (c) an officer, director, employee, agent, or representative of a company owned or controlled, in whole or in part, by any government; (d) a political party, an official of a political party, or a candidate for political office; (e) a member of a royal or ruling family; (f) any person acting in an official capacity on behalf of any of the foregoing; (g) any person at a private sector company in a position to award business or other benefits to Confluent; or, (h) any close family relative of any of the persons listed above.

11.3 Training. Distributor shall cause its management and any personnel who will be involved in Distributor's obligations under this Agreement to undergo anti-bribery and anti-corruption training once every twelve (12) months. Such training will address Distributor's compliance obligations under Section 11.2.

11.4 Audit Rights and Periodic Certification. Confluent shall have the right, no more than once (1) in any twelve- (12) month period, to conduct an audit of Distributor's books, records, and accounts for the sole purpose of confirming Distributor's compliance with its obligations under this Section 11. Confluent shall have the right to conduct such audit directly, or to engage qualified third-party auditors to conduct such audit on its behalf, provided such third party is bound by confidentiality provisions consistent with those herein. Confluent shall provide at least fourteen (14) days' written notice of any such audit. Distributor agrees to fully cooperate with all such audits, including granting



Confluent and its representatives' access to Distributor's personnel. If Confluent determines as a result of such audit that any fees are due from Distributor to Confluent under the terms of this Agreement, Distributor 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, Distributor shall reimburse Confluent for the reasonable cost of such audit. Additionally, and upon Confluent's request, Distributor will promptly provide a written certification, signed by a duly authorized member of Distributor's management, confirming Distributor's understanding of, and continued compliance with, the requirements set forth in Section 11 as well as any diligence certifications requested by Confluent, from time to time.

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 Confluent may assign this Agreement in its entirety 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 null and void and of no force or effect. Subject to this Section 12.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 12.2 Entire Agreement. 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 the matters covered by this Agreement and is not intended to confer upon any third party any rights or remedies hereunder. Distributor acknowledges that it has not entered into this Agreement based on any representations other than those contained herein. 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. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Distributor purchase order or other document, the terms and conditions of this Agreement shall prevail. Any different or additional terms of any related purchase order or confirmation even if signed by the parties after the Effective Date shall have no force or effect unless it expressly amends a provision hereof.
- 12.3 Waiver. 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.
- 12.4 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.



- 12.5 Governing Law. This Agreement shall in all respects be governed by the laws of the State of California without reference to its principles of conflicts of laws; provided, however, that the arbitration agreement in the Dispute Resolution clause of this Agreement will be governed by the Federal Arbitration Act. The parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.
- 12.6 Dispute Resolution. Any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the terms below. Either party may commence mediation by providing JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement, except that either party may institute an action in court for injunctive or other equitable relief at any time. The arbitration shall be administered by JAMS in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. The JAMS arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. In any such judicial action, each of the Parties irrevocably and unconditionally consents to the exclusive jurisdiction and venue of the federal or state courts located in Santa Clara County, California for the purpose of any pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings, and to the non-exclusive jurisdiction of such courts for the enforcement of any judgment on any award; each of the Parties irrevocably waives, to the fullest extent they may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in such courts; and each of the Parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid.



- 12.7 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 12.8 Severability. If any provision of this Agreement is held to be 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 the Agreement will remain in full force and effect.
- 12.9 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. 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 whatsoever.
- 12.10 Notices. Confluent will provide any required notice to Distributor under this Agreement by sending the notice by email to the email address that Distributor provides to Confluent for its partner account. To provide notice to Confluent under this Agreement, Distributor must send the notice, expressly reference this Agreement and the section(s) with respect to which Distributor is providing notice, by email to legal@confluent.io.
- 12.11 Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which together shall be deemed to constitute one instrument.
- 12.12 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party will be applied hereto. The word "including," when used herein, is illustrative rather than exclusive and means "including, without limitation."

13. DEFINITIONS

- 13.1 "Confluent Cloud" means the cloud-based managed service for connecting and processing data as described in the Documentation.
- 13.2 "Confluent Platform" means Confluent's distribution of its proprietary software with Apache Kafka as described in the Documentation.
- 13.3 "Distribution Reseller Terms" means a direct agreement between a Reseller and Confluent governing the resale of Products, in a form determined by Confluent from time to time.
- 13.4 "Documentation" means the published documentation Confluent makes available at docs.confluent.io.
- 13.5 "End Customer" means a business entity that has purchased the Products from Distributor or a Reseller to use internally for its own business purposes.



- 13.6 "EULA(s)" means Confluent's end user license agreement(s) Confluent makes available at confluent.io/contracts (as Confluent may update from time to time) and which govern the use of the Products by End Customers. For Confluent Cloud and Confluent Platform, the EULAs include the applicable definitions and rules documents.
- 13.7 "Fees" means payments due from Distributor for the rights granted to End Customers to receive and use Products.
- 13.8 "Marks" means the Confluent trademarks, service marks, logos, domain names, product names, and other branding elements of Confluent associated with the Products.
- 13.9 "Order" means a purchase order placed by Distributor for an End Customer as contemplated under Section 2.1.
- 13.10 "Personal Information" means information about an identified individual, or an individual that is reasonably identifiable, whether the information is true or not or recorded in a material form or not, as collected or generated by, disclosed to, or accessed by Distributor under this Agreement.
- 13.11 "Privacy Laws" means any applicable laws and regulations governing the collection, use, disclosure, storage, or granting of access rights to Personal Information.
- 13.12 "Products" means Confluent Cloud, Confluent Platform, applicable Support Services, and/or Professional Services and Education Services.
- 13.13 "Professional Services" and "Education Services" mean, respectively: (a) professional and advisory services provided by Confluent as specific engagements pursuant to an applicable Order and as may be further described in a statement of work; and (b) Confluent's education and training courses delivered either by an instructor (in person or online) or Confluent exams and related certifications.
- 13.14 "Program" means the requirements of the Confluent Partner Program as applicable to Distributor.
- 13.15 "Reseller" means a third-party business entity that is in the business of reselling information technology solutions and services to End Customers and is approved by Confluent to resell the Products to End Customers.
- 13.16 "Support Services" means technical support services for Confluent Cloud and/or Confluent Platform, as applicable.
- 13.17 "Term" means the collective duration of the Initial Term and each Renewal Term, if any, as defined and determined under Section 10.1.
- 13.18 "Territory" means Saudi Arabia, United Arab Emirates, Qatar, Kuwait, Oman, Bahrain, Egypt, Jordan, Iraq, Lebanon.



CONFLUENT, INC.

Ingram Micro Gulf - Aptec Distribution FZ LLC

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Signature:

Name: confluent_signatures@confluent.io

Name: Sahit Dasaraju

Title:

Title: Partnership Strategy Manager

Date:

Date:

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CONSUMER DISCLOSURE

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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