

SUPPLEMENTAL TERMS FOR SERVICES ENGAGEMENTS

Last updated: October 7, 2021

These Supplemental Terms for Services Engagements are an integrated part of the order form that references these terms ("Order"). All capitalized terms not otherwise defined herein will have the meanings assigned to them in the Order.

PROFESSIONAL SERVICES TERMS

- A. **Definition and Scope.** "Professional Services" means professional and advisory services provided by Confluent as specific engagements pursuant to an applicable Order. Professional Services are provided for knowledge transfer purposes only; therefore: (a) the provision of any specific deliverables is not a condition of payment under the Order; and (b) any Services Materials (defined below) provided will not be subject to acceptance testing or other acceptance process.
- B. **Services Materials.** Except for the license granted to Customer in the following sentence, Customer acknowledges and agrees that Confluent or its licensors own and shall retain all rights, title and interest, including but not limited to all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to any and all materials provided to Customer in the course of the Professional Services (the "Services Materials"). Subject to the payment of the Professional Services Fees, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly stated otherwise in the Agreement) license to use the Services Materials solely in connection with Customer's use of Confluent Platform, Confluent Software, or Cloud Service for Customer's own business operations. Notwithstanding anything to the contrary herein, Confluent and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of performing Services hereunder. Notwithstanding any failure to so designate them, the Services Materials shall be Confluent's Confidential Information.
- C. **Requirements.** Customer shall (a) identify technical resource(s) to work side by side with the Confluent consultant(s); and (b) ensure all required hardware and associated environments are ready and available.
- D. **Scheduling.** For each Professional Services engagement, Professional Services will begin on a date mutually agreed by Customer and Confluent, and will be scheduled on an engagement basis in increments no less than one (1) eight (8)-hour day. All Professional Services must be scheduled and delivered within one year of the Order Effective Date. Professional Services engagements may be rescheduled subject to Confluent's availability and as agreed by Confluent in writing, provided that Customer requests such changes at least thirty (30) days prior to the agreed upon engagement date. Scheduled engagements are not cancellable, and Customer will remain responsible for all Fees for such engagements. If causes outside of either party's reasonable control requires that an engagement be rescheduled, Confluent and Customer will agree in good faith on a mutually acceptable rescheduled date.
- E. **Location and Connectivity.** Professional Services will be provided virtually, at Customer's location specified in the Order, or such other location mutually agreed in writing. For Professional Services,

Confluent will make remote conferencing arrangements through a provider of Confluent's choice. Confluent will make reasonable efforts to accommodate requests for alternative remote conferencing arrangements with advance notice.

EDUCATION SERVICES TERMS

- F. **Definitions.** "Education Services" means Confluent's educational and training Courses delivered either by an instructor (in person or online) or as a self-paced online Course. "Course" means a specific training engagement, session or module.
- G. **Course Materials.** Confluent has developed certain proprietary education and training materials relating to the Courses (the "Course Materials"). Except for the license granted to Customer in the following sentence, Customer acknowledges and agrees that Confluent or its licensors own and shall retain all rights, title and interest, including but not limited to all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Course Materials. Subject to the payment of the Education Services Fees, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly stated otherwise in the Agreement) license to use the Course Materials solely in connection with the Customer's use of Confluent Platform, Confluent Software, or Cloud Service for Customer's own business operations. Customer acknowledges that the Course Materials may not be reproduced, and Courses may not be recorded in any manner except as otherwise authorized in writing by Confluent. Copies of Course Materials shall be limited to those necessary to provide one copy per Attendee of the Course. Attendees shall not make any copies of the Course Materials other than for their own personal use. Notwithstanding any failure to so designate them, the Course Materials shall be Confluent's Confidential Information. Course Materials will be provided to Attendees electronically and can be downloaded along with cloud-based labs on which Attendees will perform hands-on exercises.
- H. **Confluent Education Subscriptions.** Confluent education subscriptions provide access to the specified number of Named Users (defined below) with access to Confluent's then-current self-paced training Courses, for the term specified on the applicable Order, commencing on the effective date of such Order. Confluent reserves the right in its discretion to withdraw or remove any online training Course or offering at any time.
 - 1. A "Confluent Education Self-Paced Subscription" provides access to self-paced Courses that Confluent makes available through its training portal for a specific number of individual users (each a "Named User") that are purchased by Customer, for the term specified on the Order and commencing on the effective date of the Order. Confluent Education Subscription includes one (1) Certification Voucher that may be used for one (1) exam attempt for any currently available certification. Customers are provided with a license key(s) for registration. Each Named User must create a username and password, and such login information may not be shared with or used by other individuals.
 - 2. A "Confluent Education Premium Self-Paced Subscription" provides access to self-paced Courses that Confluent makes available through its training portal for a specific number of individual users (each a "Named User") that are purchased by Customer, for the term specified on the Order and commencing on the effective date of the Order. The Named User is also entitled to attend an unlimited number of public Courses, subject to Course and seat availability, for the term specified on the applicable Order. In the event the Named User does not attend or request to reschedule at

least fourteen (14) days prior to the start of the Course, the Named User will no longer be eligible to attend public Courses. Confluent Education Subscription includes two (2) Certification Vouchers that may be used for two (2) exam attempts for any currently available certification. Customers are provided with a license key(s) for registration. Each Named User must create a username and password, and such login information may not be shared with or used by other individuals.

3. A "Confluent Education Single Learning Path" provides access to a subset of self-paced Courses that Confluent makes available through its training portal for a specific number of individual users (each a "Named User") that are purchased by Customer, for the term specified on the applicable Order and commencing on the effective date of the Order. Customers are provided with a license key(s) for registration. Each Named User must create a username and password, and such login information may not be shared with or used by other individuals.
 4. A "Confluent Education Enterprise Subscription" provides (i) access to self-paced Courses for the number of Named Users as specified on the applicable Order(s), for the term specified on the Order and commencing on the effective date of the Order; and (ii) an additional number of private and public instructor-led Course seats, as specified in the applicable Order. Confluent Education Enterprise Subscription includes one hundred (100) Certification Vouchers that may be used for one hundred (100) exam attempts for any currently available certification. Access to a Confluent Enterprise Education Subscription is managed by Customer via Customer's single sign on (SSO) process. Customer is responsible for facilitating access to its SSO to provide users access instructions and communication. Confluent will provide onboarding instructions to Customer following Order execution. Customer is responsible for working with the Confluent Education onboarding team and Confluent's training platform provider to establish Customer SSO connectivity so that users can access the training Courses.
- I. **Certification.** Certification vouchers must be redeemed and consumed within one (1) year from the effective date of the applicable Order. Certification vouchers, unless otherwise specified on the applicable Order, are good for one (1) exam attempt. Exams may be rescheduled subject to exam availability and as agreed by Confluent in writing, provided that Customer requests such changes at least fourteen (14) days prior to the scheduled exam date. Certification vouchers are non-refundable and non-transferable.
 - J. **Confluent Training Credits.** Training credits must be redeemed and consumed within one (1) year from the effective date of the Order. Training credit amounts will be applied to scheduled training Courses based on the then-current list price for such Courses. Training credits are non-refundable and non-transferable. Training credits may only be used for training and certification product SKUs. In the event training credits are redeemed for an education subscription product, the end date of the education subscription will align to the expiration date of the training credit.
 - K. **Confluent Training Redemption.** Training Credits may only be used for training and certification product SKUs. Confluent reserves the right to add or deprecate training products.

Training Products	Training Credits
Instructor-Led Training	
Private 3-Day Training (<i>up to 10 students</i>)	172

Private Remote 3-Day Training (<i>up to 10 students</i>)	160
Private 3-Day Training (<i>each additional student - up to 5</i>)	16 each
Public 3-Day Training (<i>single student</i>)	20
Self-Paced Training	
Confluent Education Self-Paced Subscription - 1 Named User for 1 Year	18
Confluent Education Premium Self Paced Subscription - 1 Named User for 1 Year	35
Confluent Education Single Learning Path - 1 Named User for 1 Year	6
Certification	
Two Certification vouchers	3

L. Scheduling.

1. Private Courses may be rescheduled subject to Confluent's availability and as agreed by Confluent in writing, provided that Customer requests such changes at least fourteen (14) days prior to the agreed-upon Course date ("Course Date"). Scheduled Course Dates are not cancellable, and Customer will remain responsible for all Education Services Fees for such Course. If causes outside of either party's reasonable control requires that a private Course be rescheduled, Confluent and Customer will agree in good faith on a mutually acceptable rescheduled Course date.
2. For public Courses, Confluent at its discretion may cancel or reschedule any scheduled course if certain minimum enrollment is not achieved, due to instructor illness, or due to other events outside of its control. If this occurs, Customer will be notified via email. If a Customer requires their registration in a Confluent Course to be rescheduled, Customers may request to attend an alternately scheduled Course via email to education-admin@confluent.io at least fourteen (14) days prior to the start of the Course. Scheduled Course Dates are not cancellable by Customer, and Customer will remain responsible for all Education Services Fees for such Course.

M. In-Person Course Logistics. The following terms apply to all Courses not designated by Confluent as "Public."

1. **Location.** All Courses are provided virtually unless an Order expressly states that Courses will be delivered at Customer's location. For virtual Courses, Confluent will make remote conferencing arrangements through a provider of Confluent's choice, and Customer is responsible for validating connectivity as provided in advance. In the event Customer's network blocks access, Confluent will provide one (1) alternate provider of Confluent's choice on request. Any issues beyond that must be resolved by Customer, or Attendees must connect from a non-restricted environment.
2. **Course Attendees.** It is highly recommended for attendees to attend and participate all days of any multiple day Courses. No make-up days will be provided for attendees' failure to attend any portion or day of the Courses. Extra attendees, even if designated as observers or other non-participating attendees, are not permitted without prior written consent from Confluent Services management.
3. **Remote Attendees.** For onsite Courses, if Customer requests any attendees participate remotely, such remote attendees will count towards the applicable maximum Attendee limitation. If remote attendees participate in Courses, Confluent will make remote conferencing arrangements for such

remote attendees. Customer must provide Confluent with reasonable advance notice if Customer will have remote attendees participate in a Course.

4. **Classroom and Equipment Requirements.** Detailed requirements for Attendee laptops and Customer equipment/facilities (for onsite training) are to be provided at the time of scheduling. All requirements are in alignment with standard industry practices for onsite training (e.g., a projector and whiteboard). If Customer does not own facilities and equipment that meet the above requirements, the Customer must rent the required facilities and equipment. Confluent recommends Customer utilize Confluent to assist with sourcing a qualified training facility. Confluent has established relationships with vendors who are familiar with the requirements. All costs, including any cancellation fees associated with such facility and equipment rentals are the sole responsibility of Customer.