# CONFLUENT CLOUD SUPPORT SERVICES POLICY

## Effective July 1, 2020 – October 28, 2021

This document describes Confluent's support policies for customers of the Confluent Cloud Services who have purchased a support services plan in connection with their use of the Cloud Services. It provides a description of the available technical support levels and describes Confluent's terms and conditions for support. Capitalized terms not defined herein have the meaning set forth in the agreement that applies to Customer's use of the Cloud Services.

1.      Support Services.

1.1     Confluent offers 3 levels of Support Services plans for Confluent Cloud: Developer, Business, and Premier. This Support Policy applies to all levels of Support Services, except to the extent that variations are specifically described herein.

1.2     Customer Support Channels: Confluent shall provide the Support Services through its online support portal ("Support Portal"). Following submission of an Issue, Confluent will communicate with Customer using email, the Support Portal, or video conferencing. Any necessary telephone support discussions will be scheduled in advance at a time mutually agreed by the parties and for durations and at a frequency that is commercially reasonable for Confluent. Support Services will be provided in English.

1.3     Hours of Operation: Customer may access the Support Portal and submit support requests twenty- four (24) hours a day, seven (7) days per week.

1.4     Issue Prioritization & Confluent Actions: Issues will be categorized by priority level in accordance with the following definitions and Confluent will take the following actions:

Issue Priority Definitions & Confluent Actions

| Priority Level | Definition | Confluent Actions |
|---|---|---|
| P1 | A Priority One Issue means the (i) Cloud Service is severely impacted or completely shut down, or (ii) Cloud Service operations or mission-critical applications are down. | Confluent will: (i) assign specialists to work continuously to correct the Issue; (ii) providing ongoing communication on the status of the Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary workaround or fix. |

| | | |
|---|---|---|
| P2 | A Priority Two Issue means (i) the Cloud Service is functioning with limited capabilities, or (ii) the Cloud Service is unstable with periodic interruptions, (c) there is an Issue in an application in development that is in final testing, facing a critical time frame of going into production use or (y), due to an Issue, development efforts cannot proceed for an application in development. | Confluent will: (i) assign specialists to correct the Issue; (ii) providing ongoing communication on the status of the Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary Workaround or Fix. |
| P3 | A Priority Three Issue means there (i) are Issues with workaround solutions in fully operational Cloud Services, (ii) there are Issues in non-critical functions, (iii) there is a time sensitive Issue affecting performance or deliverables, or (iv) a major subsystem under development cannot proceed due to an Issue. | Confluent will use resources during local Business Hours until the Issue is resolved or a Workaround is in place. |
| P4 | A Priority Four Issue means there (i) is a need to clarify procedures or information in documentation, (ii) there is a request for a product enhancement or new feature, (iii) cosmetic or non-functional Issues; or (iv) Issues in Documentation. | Confluent will triage the request, provide clarification when possible, and may include a resolution in a future Update. |

During the submission process, Customer may assign a priority level to an Issue. Confluent will review Customer's priority designation and respond in accordance with the applicable Target Initial Response Time agreed upon SLAs. However, Confluent may re-assign the priority level in its sole discretion if it believes Customer's designation to be incorrect based on the definitions specified in this Support Policy. Confluent will notify Customer of such a change in its response to the support request.

1.5     Responses. A "Response" is an initial reply to the reported Issue. The "Target Initial Response Times" shall be measured by the elapsed time between Confluent's receipt of a reported Issue and the time when Confluent begins to address such Issue, by responding and initiating communication with Customer about the Issue. The actual time required to fully resolve the Issue, if such full resolution occurs, may be longer than the Target Initial Response Time. Customer understands and agrees that resolution of an Issue is not guaranteed and may not occur.

| Target Initial Response Times | | | |
|---|---|---|---|
| **Issue Priority Level** | **Support Level** | | |
| | **Developer** | **Business** | **Premier** |
| P1 | Within 8 Business Hours | Within 60 minutes | Within 30 minutes |
| P2 | Within 8 Business Hours | Within 4 hours | Within 2 hours |
| P3 | Within 8 Business Hours | Within 8 Business Hours | Within 8 Business Hours |

| P4 | Within 2 Business Days | Within 2 Business Days | Within 2 Business Days |
|---|---|---|---|

1.6  Customer Responsibilities: Confluent's obligation to provide Support Services is conditioned upon Customer satisfying the following responsibilities with respect to each Issue:

A)    Customer making reasonable efforts to resolve the Issue before reporting the Issue to Confluent, including having the Issue reviewed by the representative of the Customer that submits the Issue;

B)    Customer has provided Confluent with sufficient information, including any reproducible test cases requested by Confluent;

C)    (For P1 and P2 Issues only) Customer has designated personnel resources to provide necessary diagnostic information until a fix or workaround is made available.

2.0. Exclusions. Notwithstanding anything to the contrary in this Support Services policy or the Agreement, Confluent is not obligated to address an Issue when:

a.   the Issue is caused by Customer's negligence, hardware malfunction, network latency or causes beyond the reasonable control of Confluent;

b.   the Issue is caused by third party software not managed by Confluent as part of the Cloud Service unless the Documentation requires the software for proper use of the Cloud Service;

c.   The Issue is caused by Customer's use of the Cloud Service with clients or web browsers other than the supported versions specified in the Supported Versions and Interoperability document at https://docs.confluent.io/current/installation/versions-interoperability.html .

d.   Customer has not paid the Cloud Service fees when due.

3.0      Technical Account Manager - Premier Support. If you purchase Premier Support, then during the period for which you purchase such support, Confluent shall assign a named technical account manager ("TAM") to your account. A Confluent TAM combines Kafka and Confluent product expertise with deep awareness of your business needs to proactively guide your technical roadmap and facilitate other services across Confluent, including product, Support Services, and professional services. Please note that a TAM's responsibilities do not encompass the more detailed implementation guidance provided through Confluent Professional Services.

The following are representative responsibilities of the TAM:
● Driving efficient application of purchased Confluent services - e.g. training, professional services and support
● Quarterly onsite visits
   o   Bi-weekly, remote office hours to discuss technical topics and open support issues
● Keeping your team informed and up to speed on product roadmap and recommending the best solutions for your needs
● Performing and delivering detailed postmortem reports following production incidents
● Serving as your voice within Confluent, including lobbying for your roadmap priorities

4.0      Definitions.
● "Business Day" means Monday through Friday in Customer's local time zone.
● "Business Hours" means 9:00 a.m. to 5:00 p.m. on Business Days.

- "Customer Representative" means the individual employee of Customer that submits an Issue via phone, email or through the Support Portal.
- "Documentation" means the published documentation describing the functionality of the Cloud Service, located at https://docs.confluent.io/current/cloud/index.html#cloud-home.
- "Issue" means a failure of the Confluent Cloud Service to conform to the specifications set forth in the Documentation.
- "Support Services" means the support services purchased by Customer and described in this Support Services Policy.

6.0 Changes to Support Services

This Support Services Policy may be updated from time to time at Confluent's sole discretion, provided that any such updates will not materially reduce the level of Support Services during the period for which Customer has purchased Support Services.