Confluent Cloud KSQL Service Level Agreement

This Confluent Cloud KSQL Service Level Agreement ("CCloud KSQL SLA") describes the service availability commitment for orders of the Confluent Cloud KSQL Service ("CCloud KSQL Service") under the Terms of Service or Subscription Agreement (collectively or individually "Agreement") between the Confluent entity which entered into the Agreement ("Confluent") and Customer. Unless otherwise provided herein, this CCloud KSQL SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement.

During the Term of Customer's CCloud KSQL Service subscription, Confluent will use commercially reasonable efforts to make the CCloud KSQL Service available with a Monthly Uptime Percentage of at least 99.9% (the "Service Level"). If Confluent does not meet the Service Level, Customer will be eligible to receive a Service Credit as described below.

1. **Definitions**

- **"Downtime"** is the total accumulated five-minute periods during a calendar month for a given CCloud KSQL Service Instance during which the entire CCloud KSQL Service Instance is unavailable. A five-minute period is considered unavailable for a given CCloud KSQL Service Instance if all Metadata Request attempts within the five-minute period fail. Confluent's monitoring system connects to the same endpoints that Customer uses. Downtime does not include unavailability that results from any of the exclusions set forth below. Partial five-minute periods of unavailability will not be counted as Downtime.
- **"CCloud KSQL Service Instance"** is a multi-zone CCloud KSQL Service deployment using eight (8) or more Confluent Streaming Units.
- **"Metadata Request"** is any of the following requests as detailed in the Documentation: LIST STREAMS; LIST TABLES; or LIST QUERIES.
- **"Monthly Uptime Percentage"** means the total number of five-minute periods in a calendar month, minus the number of five-minute periods of Downtime in such month, divided by the total number of five-minute periods in such month. If Customer's CCloud KSQL Service Instance is provisioned and running for only part of a calendar month, such instance is deemed to be 100% available during the portion of the month in which it was not provisioned and running.
- **"Service Credit"** means the percentage of monthly Service fees, calculated as set forth below, credited to Customer's CCloud KSQL Service bills in accordance with the process described in this SLA.

2. **Service Credits**

Service Credits are calculated as a percentage of the total monthly Service fees paid by Customer for the unavailable CCloud KSQL Service Instance for the calendar month in which the CCloud KSQL Service does not meet the Service Level, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit

< 99.9% but equal to or greater than 99.5%	5%
< 99.5% but equal to or greater than 99.0%	10%
< 99.0%	25%

3. **Service Credit Request and Application Process**

To receive a Service Credit, Customer must submit a claim by logging a support ticket (if Customer is community supported, Customer must email cloud-support@confluent.io). To be eligible, the credit request must be received by Confluent within five (5) calendar days after the last day of the month in which the CCloud KSQL Service does not meet the Service Level, and must include all information reasonably necessary for Confluent to verify the claim, including:

1. the words "SLA Credit Request" in the subject line;
2. a description of the applicable client(s), the version of each such client, and the configurations for each such client; and
3. a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed Metadata Request attempts.

Confluent will evaluate Customer requests and determine in good faith whether a Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Confluent confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Service Level, then Confluent will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

Service credits are not refundable and can only be used toward future billing charges. Confluent will apply any Service Credits against Customer's next billing charge for CCloud KSQL Service payments. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Confluent and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Services availability. Service Credits will not entitle Customer to any refund or other payment from Confluent. Service Credits are Customer's sole and exclusive remedy for any unavailability of the CCloud KSQL Service in accordance with the terms of this SLA. Service Credits expire without refund the earlier of twelve (12) months from issuance or one (1) month after termination of the current Order Form Term.

4. **SLA Exclusions**

This CCloud KSQL SLA does not apply to any unavailability of the CCloud KSQL Service:

1. That results from (i) a suspension described in Section 6.6 of the Agreement ("Late Payments") or (ii) Customer's misuse of the CCloud KSQL Service in violation of Section 3 of the Agreement ("Acceptable Use");
2. Due to factors outside Confluent's reasonable control, including but not limited to any force majeure event, network intrusions, denial of service attacks, systemic internet issues, any other

act or omission of any telecommunication or services provider, individual continuous query statuses, or pull queries;

3. That results from the use of services, hardware, or software provided by a third party and not within the primary control of Confluent, including issues resulting from inadequate bandwidth or resulting from failures of cloud platform services on which the CCloud KSQL Service runs;

4. That occurs during any period when Customer's use of CCloud KSQL Service exceeds the purchased capacity specified in Customer's Order Form or online order;

5. That results from Customer's unauthorized action or lack of action when required, including those of Customer's Users or by means of Customer's passwords; or

6. Unavailability due in whole or in part to any of the following: Customer-controlled actions and/or environment or other failures or shortcomings not within Confluent's control; Customer's violation of the Agreement; failure by Customer to take any remedial action in relation to the Services as recommended by Confluent, or otherwise preventing Confluent from doing so; Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures; scheduled maintenance that takes place upon five (5) days email notice, ad hoc maintenance carried out to avoid future unavailability, and/or updates; or Customer's failure to provide information required by Confluent to provision the CCloud KSQL Service.